

STADIUM LEASE AGREEMENT

This Stadium Lease (“Lease or “Agreement”) revision is made and shall be effective as of the 1st day of January, 2021 (the “Effective Date”), by and between the City of Davenport (“City”), an Iowa specially chartered municipality, acting by and through the Davenport City Council, and Main Street Iowa, LLC (“Lessee”), a Florida limited liability company. Each of the City and Lessee are referred to individually herein as a “Party” and collectively as the “Parties.”

Recitals

Whereas, the Lessee and the City have made and entered into a certain Stadium Lease dated December 31, 2013, and they wish to continue to provide a quality venue for baseball and family entertainment in the historic ballpark on the banks of the Mississippi under the terms of said lease as herein modified;

Whereas, the Parties have subsequently amended said Lease repeatedly since its execution and are incorporating additional changes with this action, they believe that incorporating all amendments into single document instead of the lease and three separate amendments would be clearer; and

Whereas, the Parties desire to update the Lease to reflect the new changes in the relationship between Major League Baseball (MLB) and the Baseball Franchise.

Operative Terms

Now, therefore, in consideration of the foregoing, and of the mutual covenants, promises, and agreements, and limitations and conditions hereinafter set forth, the Parties agree as follows:

1. Recitals. The recitals set forth above are true and correct, and by this reference are made a part hereof.
2. Definitions.
 - (a) “Abatement” shall have the meaning set forth in Section 12.
 - (b) “Agreement” shall have the meaning set forth in the introductory paragraph.
 - (c) “Ballpark” shall mean the facility generally known as Modern Woodmen Park located at One Royals Way (formerly 209 South Gaines Street), Davenport, Iowa, including the Playing Field, children’s play area (located adjacent to the Party Plaza on the right field side), workout facilities, batting tunnels, buildings, walkways, concourses, stands, locker rooms, suites, club houses, concession areas, storage areas, equipment rooms, administrative offices, scoreboards, signs, fences, rails, padding, fixtures, dugouts, public address systems, wiring, pipes, HVAC, plumbing facilities, restrooms, picnic areas, grounds and other associated open space, and any and all other related amenities and improvements comprising or located on or about the facility, excluding the Ballpark Parking Lots.
 - (d) “Ballpark Parking Lots” shall mean those paved and unpaved areas specifically designated for parking vehicles, as identified in Attachment A, for events occurring at the Ballpark.
 - (e) “Baseball Events” shall have the meaning set forth in Section 6(a)(i).

(f) “Baseball Franchise” shall mean a professional baseball team which either has a Professional Development License with Major League Baseball or is a member of a MLB Partner League.

(g) “Capital Improvement Fund” shall have the meaning set forth in Section 10(b).

(h) “City” shall have the meaning set forth in the introductory paragraph.

(i) “City Employee Appreciation Event” shall have the meaning set forth in Section 6(c)(ii).

(j) “City Indemnities” shall have the meaning set forth in Section 14(a).

(k) “Community Appreciation Game” shall have the meaning set forth in Section 6(c)(i).

(l) “Contents” shall include furnishings, equipment and personal property owned or used by Lessee, which are not affixed to the Premises.

(m) “Davenport Day” shall have the meaning set forth in Section 6(c)(iv).

(n) “Effective Date” shall have the meaning set forth in Section 4(a).

(o) “Exclusive Facilities” shall have the meaning set forth in Section 6(a)(ii).

(p) “Fireworks Display” shall have the meaning set forth in Section 6(c)(iii).

(q) “Lease” shall have the meaning set forth in the introductory paragraph.

(r) “Lease Payment” shall mean the lease payment to be paid by Lessee to City during the Term, which is further described as to amounts and due dates in Section 5(a).

(s) “Lessee” shall have the meaning set forth in the introductory paragraph.

(t) “Lessee Indemnities” shall have the meaning set forth in Section 14(b).

(u) “Liabilities” means any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including reasonable fees and expenses of attorneys, expert witnesses and other consultants).

(v) “MLB” shall mean Major League Baseball.

(w) “MLB Facility Standards” shall mean the ballpark Facility Standards included as Attachment D to this Agreement and as subsequently amended by MLB.

(x) “Party” and “Parties” shall have the meaning set forth in the introductory paragraph.

(y) “Personal Property” shall mean all tangible property, including tools, equipment, and trade fixtures, that is not deemed real property and that is necessary or desirable to operate the Premises.

(z) “PDL” shall mean the Player Development License between MLB and the Baseball Franchise.

(aa) “Playing Field” shall mean the baseball playing field located within the Ballpark.

(bb) “Premises” shall mean the Ballpark, Florian Keen parking lot, the parking lot across Gaines Street from the Ballpark, and all amenities and improvements present and future that are constructed or placed within or abutting the Ballpark pursuant to this Lease.

(cc) “Primary Term” shall have the meaning set forth in Section 4(a).

(dd) “Renewal Term” and “Renewal Terms” shall have the meaning set forth in Section 4(b).

(ee) “Special Event” shall mean any event other than Baseball Events conducted on the Premises. Notwithstanding anything to the contrary contained in this Lease, a Special Event shall be either a Lessee-sponsored Special Event or a City-sponsored Special Event.

(ff) “Stadium Improvement Fund” shall have the meaning set forth in Section 5(c).

(gg) “Term” shall mean, collectively, the Primary Term and Renewal Term(s), if any.

(hh) “Termination Date” shall have the meaning set forth in Section 4(a).

3. Lease of Premises. Upon the terms and conditions set forth in this Lease, the City does hereby lease to Lessee, and Lessee does hereby lease from the City, the Premises, and the right to use or allow others to use the Premises, in whole or in part, as a venue for conducting or hosting Baseball Events and Special Events, during the Term of this Lease. Accordingly, this Lease shall terminate immediately after any 150-day period in which Lessee or its assignee does not own a Baseball Franchise. The City reserves the right of entry upon the Premises for purposes of observation, repair and maintenance that are the City’s responsibility under the Lease.

4. Term.

(a) The “Primary Term” of this Lease is for twenty-five (25) calendar years and began on November 1, 2006 (“Effective Date”) and expires, unless sooner terminated, on October 31, 2031 (“Termination Date”).

(b) Lessee shall have five (5) option rights to extend the Primary Term by one (1) year increments each (individually, a “Renewal Term,” and collectively, the “Renewal Terms”) by first providing City with written notification of its exercise of its right to do so, at least 90 days prior to the expiration of the Primary Term or then effective Renewal Term. If not timely notified in accordance with the above, any remaining option rights of Lessee hereunder to extend the Primary Term or then effective Renewal Term shall expire and be of no further force or effect.

(c) The Termination Date is subject to modification, which may be earlier or later than contemplated in Section 4(a) pursuant to other provisions of this Lease, including, but not limited to, Sections 3, 4(b) and 12.

5. Consideration.

(a) During the Term and subject to the terms and conditions of this Lease, Lessee shall pay an annual lease payment to City as consideration for the license granted by the City to Lessee in Section 3 (the “Lease Payment”). The Lease Payment during the Primary Term shall be One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) per year until the end of the Primary Term. Each such annual Lease Payment obligation shall be due in four equal installments of Thirty-Seven Thousand Five Hundred Dollars

and No Cents (\$37,500.00), with the first installment due on May 15, the second installment due on July 15, the third installment due on September 15, and the fourth installment due on December 31 of each year. Notwithstanding anything else contained herein, the Parties acknowledge and agree that the first three installment payments for the 2021 calendar year shall be considered already paid in full by the Baseball Franchise, since it has made unreimbursed lease-deductible repairs of more than one hundred eighteen thousand dollars (\$118,000) as of the Execution Date. The Lease Payment during the Renewal Term, if any, shall be One Dollar and No Cents (\$1.00) per year, due in one lump sum payment on the first business day of each year. The Lessee may, in its sole and absolute discretion, pay all or any portion of the Lease Payment owed by Lessee hereunder in advance without penalty. Nine percent annual interest may be charged on all payments not received within thirty (30) days of the last day of the month after the month initially due.

(b) City warrants and represents that no other amounts are due and owing, or will be due and owing, for the rights granted to Lessee under this Lease. City also warrants and represents that there are no current or ongoing disputes of any kind between City and Lessee.

(c) During the Term, the City will maintain a special interest-bearing account dedicated to assisting the City in meeting its obligations under Sections 8(a)(i-iii), which shall be known as the Stadium Improvement Fund. The current annual allocation is \$136,500. Beginning in FY 2024, this allocation shall be increased to \$186,500, provided, however, that beginning July 1, 2029 and every five (5) years thereafter, the annual amount of the City's Stadium Improvement Fund allocation shall be changed to an amount negotiated in good faith and mutually agreed upon by the Parties, who shall take into consideration the age of the Ballpark, its repair and maintenance needs, the increased cost and expense of services and materials required to make repairs, and such other matters that may be relevant to maintaining the Ballpark as one of the finest in all of affiliated minor league baseball (provided, however, that such annual amount shall not be changed to an amount less than an average of \$186,500 per fiscal year). This fund shall be only used to maintain the structure, integrity, working operations, and quality of existing Ballpark improvements and fixtures, including the playing field, to an appropriate level. All expenses from this fund shall be approved and performed by the City after mutual written agreement between the two Parties. The MLB Facility Standards shall always be maintained. This fund is not intended to pay for new improvements, new elements, or new amenities.

6. Use of Premises.

(a) During the Term and subject to the terms and conditions of this Lease, the Lessee shall have the exclusive right to manage the Premises, including without limitation the right:

(i) To use or allow others to use the Premises for playing amateur, collegiate, and professional baseball games and exhibitions (including exhibition, preseason, regular season, all-star, playoff, and postseason games) and for hosting and conducting any and all meetings, events, practices and workouts relating to such games and exhibitions ("Baseball Events");

(ii) To use or allow others to use certain parts of the Premises designated by the Lessee on an exclusive basis, including without limitation administrative offices, concession areas, Ballpark operating facilities, home and visiting clubhouses, umpire and mascot locker rooms, groundskeeper areas, exercise rooms, batting tunnel(s), storage areas, utility rooms, ticket windows, gift shop, luxury suites, stadium club and restaurant, and other areas used by the Lessee to operate the facility ("Exclusive Facilities");

(iii) To manage the Premises and operating the Premises for Baseball Events and Special Events;

(iv) To lease the Premises for Baseball Events and Special Events;

(v) To provide Ballpark Parking Lot operations for Baseball Events and Special Events (including parking, concessions, utilities, security and clean-up operations);

(vi) To establish prices, fees and other charges applicable to the use and operation of the Premises for Baseball Events and Special Events, including ticket prices, service fees and other charges of goods and services offered on the Premises; and

(vii) To provide and operate concessions at all Baseball Events and all Special Events.

(b) During the Term, the City shall have the right, subject to the Lessee's exclusive rights set forth in subpart (a) above, to use the Premises for hosting City-sponsored Special Events; provided, however, that the scheduling of City-sponsored Special Events shall be subject to Lessee's approval, which shall not be unreasonable withheld, conditioned or delayed, and subject to the following:

(i) City-sponsored Special Events shall not conflict with any Baseball Event or any Special Event.

(ii) The City shall provide at least thirty (30) days' written advance notice to Lessee of its intention to schedule a City-sponsored Special Event at the Premises. Such notice shall include all dates required to use the Premises and the scope of such use. The dates should include all dates for setup, holding the Event, tearing down the Event, and all other uses of the Premises. The Lessee shall have five (5) business days within which to notify the City if any such date conflicts with dates required for a Baseball Event or a Special Event.

(iii) All operating expenses for the Premises incurred by Lessee, including but not limited to costs and expenses attributed to utilities, except those identified in section 8(a)(vii), security, clean-up, staffing, event management, and ticketing operations provided by Lessee in support of the use of the Premises for City-sponsored Special Events, shall be reimbursed by City within thirty (30) days of receipt invoice for same. The City shall be the sole beneficiary of revenues from the sale of City-sponsored Special Event tickets, parking, publications, and merchandise relating to and sold at the City-sponsored Special Events.

(iv) Lessee shall be the sole beneficiary of all revenues derived from the operation of concession stands, the team store, the restaurant and club area, and suites and the sale of non-Event publications and merchandise at City-sponsored Special Events.

(v) Should the City sponsor a high school, college or other amateur baseball event or any other City-sponsored Special Event at the Ballpark which utilizes the Playing Field, the City shall be responsible for ensuring the Playing Field is returned to the condition the Playing Field was in immediately prior to the City-sponsored Special Event and for delivering a deposit in the amount of One Thousand Dollars and No Cents (\$1,000.00) prior to the Special Event as security therefore.

(c) The Lessee shall provide the following promotional opportunities on an annual basis:

(i) A "Community Appreciation Game" or a series of games in association with a Baseball Event or Events, providing complimentary admissions to (in the annual aggregate of) a minimum of three thousand (3,000) City of Davenport residents, either on a first to arrive, youth, or senior citizen basis (i.e., first certain number of residents or residents under or over a stated age). Scheduling of such

Community Appreciation Game(s) shall be coordinated with the City, with a minimum one (1) week notice to the City. For the first one thousand (1,000) admissions, the Lessee will provide such admissions for thirty-three percent (33%) of the face value of the tickets, for the second one thousand (1,000) admissions, the Lessee will provide such admissions for fifty percent (50%) of the face value, and for all additional admissions, the Lessee will provide such admissions for seventy-five percent (75%) of the face value. The determination for number of admissions will be considered annually by the City, who shall have sole discretion as to the number of complimentary admissions, if any, under this Section 6(c)(ii) in any given year. The Lessee contributions as a reduction in the face value of the tickets may either be paid directly by the City or may be applied as a credit against Lease Payment(s) to the City under this Lease upon written notice by Lessee to the City Administrator or Finance Director.

(ii) An annual "City Employee Appreciation Event" in association with a Baseball Event to the capacity of the picnic pavilions located on the Premises. The Employee Appreciation Event shall be scheduled in coordination with the City, subject to availability and approval of the Lessee. Lessee will provide such event at a fixed cost, which may be applied as a credit against the Lease Payment(s) by the Lessee under this Lease upon written notice by Lessee to the City Administrator or Finance Director.

(iii) A "Fireworks Display" in association with the July 4th Independence Day observation as a City-sponsored Special Event in the event that the home schedule of the Baseball Franchise does not include a Baseball Event to be played at the Premises on Independence Day. The Lessee further agrees to provide City-sponsored Fireworks Display through the fireworks vendor ordinarily utilized by Lessee for Lessee-sponsored fireworks displays at a cost marked up not more than ten percent (10%). Costs associated with Fireworks Displays in association with the July 4th Independence Day observation shall be applied as credit against the Lessee's next Lease Payment or Payments to the City under this Lease upon written notice by Lessee to the City Administrator or Finance Director.

(iv) A "Davenport Day" in association with Baseball Events, which shall occur on one day of the week during the Baseball Franchise's regular season. All residents of the City of Davenport shall receive admission for fifty percent (50%) of the face value of the tickets at no cost to the City.

Throughout the Term of this Lease, the City shall be entitled to the use of a suite (and a corresponding number of tickets to Baseball Events) at the Premises for demonstration, recruitment, hospitality or other official purposes (without additional cost or expense to City); provided, however, the City shall be responsible for the cost and expense of all food, beverages and other amenities ordered in connection with the use of the suite.

In the event the amount of any credit (as contemplated in Sections 6(c)(i), (ii), (iii), or (iv) or other Sections of this Agreement) exceeds the amount of the Lessee's next Lease Payment or if the Lessee's next Lease Payment is greater than sixty (60) days from the date of the applicable event, the Lessee shall have the option of using the credit on Lease Payments following such next Lease Payment or issue an invoice to the City and the City shall pay such amount within thirty (30) days of receipt of an invoice for same. The City is under no obligation to avail itself of these promotional opportunities.

(d) The primary use of the Premises shall be for the purpose of conducting sports and other events for the education and entertainment of the general public. The Lessee shall not discriminate against any person on the basis of any protected class pursuant to local, state or federal law.

(e) Section 6(d) above does not limit the Lessee in its use of proper and necessary security measures for the protection of the public, its employees and others using the Premises.

7. Parking. On days of scheduled Baseball Events and Lessee-sponsored Events at least two hours before the state of the event, Lessee shall have the exclusive right and privilege of conducting the parking of vehicles on all Ballpark Parking Lots. The Lessee shall have responsibility for personnel or appropriate security for designated parking areas during scheduled Baseball Events only.

8. Responsibilities.

(a) During the Term, the City shall furnish or bear the costs of furnishing the following:

(i) Structural Repairs to the Premises (for purposes of this Lease, any single repair to the Premises costing Five Thousand Dollars (\$5,000) or greater is a "Structural Repair"). Beginning in FY 2020, all Structural Repairs paid by City shall be credited to the Stadium Improvement Fund allotment.

(ii) Repair or replacement, not caused by materially improper or inadequate maintenance performed by the Lessee, of the Ballpark's mechanical equipment, including but not limited to the HVAC, lighting, irrigation and drainage of Playing Field (not including those items included in a claim submitted by the City to the field installer), plumbing, electrical system, elevator, walk-in coolers and freezers, public address and sound system, wiring, cables and optics, and underground utilities. Beginning in FY2020, the above-mentioned items shall be credited to the Stadium Improvement Fund allotment.

(iii) Such capital improvements as requested in writing by the Lessee and reasonable and commensurate with other stadiums whose primary occupant has a Player Development License (PDL) with MLB at a level similar to that of the Baseball Franchise and the requirements of MLB for teams in possession of a valid PDL. The Premises must, at all times, remain in compliance with all MLB Facility Standards. The above-mentioned capital improvements shall be credited to either the Capital Improvement Fund or the Stadium Improvement Fund; the fund used to finance such improvements shall be mutually agreed upon by both Parties.

(iv) Removal and disposal of all collected rubbish, trash and garbage; provided, however, that if the amount of rubbish, trash and garbage collected in the months of October, November, December, January, February, and March during the Term significantly exceed the amount of rubbish, trash and garbage collected in the months of October, November, December, January, February, and March of the previous calendar year, respectively, then the Lessee will bear the cost of removing and disposing of such excess amount of rubbish, trash and garbage during any such month(s).

(v) All maintenance and repair associated with the Ballpark Parking Lots.

(vi) All clean-up associated with the Ballpark Parking Lots for City-sponsored Events.

(vii) The City will be solely responsible to pay for the electricity used to operate the Ferris wheel. The Ferris wheel will be separately metered. The City will have sole discretion as to the hours of use, design, colors, and all items related to the use of the lighting package for the Ferris wheel, except during games for the period of time from one hour before a Baseball Franchise game until one hour after the game and the period of time when the Ballpark is open for a Special Event or open to the public. During this time, the Lessee may fully operate the lighting display at its sole discretion.

(b) During the Term, the Lessee shall furnish or bear the cost of all things required to effectively operate the Premises, which includes:

(i) Maintenance and clean-up of the Premises, including the preparation of the Playing Field for each Baseball Event, as well as maintenance and clean-up of the Ballpark after all Baseball Events and Lessee-sponsored Special Events.

(ii) All utilities (except those identified in section 8(a)(vii) including but not limited to electricity, stormwater, water, sewer used for the demised premises, under a specific meter, which shall be billed in the name of Lessee and payment shall be the responsibility of Lessee.

(iii) All parking attendants, ushers and security during Baseball Events and Lessee-sponsored Special Events.

(iv) All concessions and concession equipment.

(v) All routine maintenance, repair and custodial work associated with the Ballpark (subject to Section 8(a)).

(vi) All clean-up of the Ballpark Parking Lots after Baseball Events and Lessee-sponsored Special Events.

(vii) Removal and disposal of collected rubbish, trash and garbage from the Premises in October, November, December, January, and February of each year, but only subject to the conditions delineated in Section 8(a)(iv).

(c) No later than October 1 of each year (except in the event of an emergency), Lessee and the City's designated representative(s) shall together inspect the Ballpark to identify and evaluate any Structural Repairs, repairs, replacements, maintenance or capital improvements that may be required under this Lease or proposed by Lessee or the City.

(d) No later than October 15 of each year, Lessee shall submit to the City any suggestions for capital improvements in the Ballpark. City agrees to consider adding the costs of said capital improvement to its annual budget or funding such requests from either the Stadium Improvement Fund, the Capital Improvement Fund, or a combination thereof.

9. Clean-up Ballpark. Except for City-sponsored Special Events as provided in Section 6(b), the Lessee shall, at its expense:

(a) Provide personnel and supplies for clean-up of the Ballpark;

(b) Perform cleaning and routine maintenance of the Ballpark;

(c) Remove refuse from the Playing Field;

(d) Collect rubbish, trash, and garbage in the Premises.

10. Alterations, Additions, and Improvements.

(a) The Lessee, at its own risk and expense, may make alterations, additions and improvements to the Ballpark, provided that the same shall not lessen the value of the Ballpark prior to commencement of such work, or change the purposes for which the Ballpark may be used.

(b) Any permanent or non-removable additions, improvements or fixtures made, installed or affixed to the Ballpark by the Lessee shall be done in such manner as not to be removable without significant physical damage to the Premises and shall become the property of the City, subject to the terms of Section 10(d), 10(e), 10(e)(1) and 10(h).

(c) To ensure the short-term and long-term capital improvement needs of the facility are being met, the City will plan an annual allocation of \$375,000 per fiscal year (July 1 through June 30) for capital improvements that will be referred to as the ("Capital Improvement Fund") under this Section 10(c) and, beginning July 1, 2024, the City will increase the allocation to an average of \$450,000 per fiscal year; provided, however, that beginning July 1, 2029 and every five (5) years thereafter, the annual amount of the City's Capital Improvement Fund allocation shall be changed to an amount negotiated in good faith and mutually agreed upon by the Parties, who shall take into consideration the age of the Ballpark, its capital improvement needs, the increased cost and expense of services and materials required to make capital improvements, and such other matters that may be relevant to maintaining the Ballpark as one of the finest in all of affiliated minor league baseball (provided, however, that such annual amount shall not be changed to an amount less than an average of \$450,000 per fiscal year). All expenses from this fund shall be approved and performed by the City after mutual written agreement between the two Parties. Attachment B provides a breakdown of the funding model and the list of mutually agreed upon projects as of the Execution Date of this amended Agreement.

(d) The Lessee shall submit any MLB-required capital improvements to the Premises to the City in writing. The City shall be obligated to make all improvements required by MLB under its MLB Facility Standards (included herein as Attachment D).

(e) Any additions, improvements or fixtures made, installed or affixed to the Ballpark by the Lessee in such manner as to be removable without material physical damage to the Premises, including specifically the jerseys framed and hanging on the Suite Level, and all trade fixtures, machinery and equipment installed by Lessee (or any previous Lessee of the Premises), shall be and remain the property of the Lessee and may be removed or replaced by the Lessee at any time, and any material physical damage to the Premises in the course of such removal shall be repaired by the Lessee, if necessary, at Lessee's cost and expense.

(i) The Ferris Wheel shall be considered the property of the City. Any other rides, games or amusements of any sort located, maintained or installed on the Premises shall at all times and under all circumstances remain the property of the Lessee. Lessee shall be responsible for ensuring the safe removal of any such rides, games or amusements and returning the space inhabited by said ride, game or amusement to its prior use.

(f) Notwithstanding anything to the contrary contained in this Lease, the Parties agree that the electronic scoreboard shall for all purposes of this Lease be considered a removable trade fixture. The City is not responsible for the care, maintenance, repair or replacement of the scoreboard.

(g) To avoid damage to the Playing Field and to accommodate conventions and other special uses, the Lessee may, at its expense and after approval by the City, construct or erect a moveable stage, and temporary eating and entertainment facilities, or any such other temporary improvements for this purpose as it shall deem appropriate.

(h) Carousel and Other Amusement Rides. The City acknowledges and agrees that, with the sole exception of the Ferris wheel, the Carousel and all other Amusement Rides located within the Premises are the personal property of the Lessee Pursuant to Section 10(c), both the City and Lessee acknowledge

that the Carousel and all of the other Amusement rides, with the exception of the Ferris wheel, are considered removable and shall remain the property of the Lessee.

11. Independent Contractor. It is expressly understood and agreed that Lessee is and shall be deemed an independent contractor and operator, and City shall in no way be responsible to any Person for any act or omission of Lessee or its employees, agents or servants, and Lessee will pay any and all claims as a result thereof and will indemnify City for same. Neither the Lessee nor anyone claiming by, through or under Lessee shall have the right to file or place any mechanic's lien, or any other lien of any kind or character whatsoever, upon said Premises or upon any building or improvement thereon, and notice is given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any building improvements, alterations, repairs or any part thereof shall at any time be or become entitled to any lien thereon, and, for the further security of the City, the Lessee covenants and agrees to give actual notice thereof in advance to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service or labor. The City shall be responsible and shall relieve Lessee of any obligation for the payment of any and all property taxes, possessory interest taxes, and other taxes imposed by any City, County or Federal entity as a result of or arising from Lessee's management or use of the Premises.

12. Damage to Premises. It is hereby agreed that if the Premises, or any portion thereof or improvements thereto, are partially damaged by fire or other casualty (not the fault of the City) and are fully repaired or rebuilt within sixty (60) days from the happening of said damage, Lessee shall not have the right to terminate this Lease but shall as soon as reasonably possible after such damages are repaired continue its operation of the Premises subject to the provision herein contained. If the Premises or any portion thereof are damaged or destroyed by fire or other casualty so that Lessee cannot conduct its business, and if the Premises is not repaired or rebuilt within sixty (60) days from the happening of such damage or destruction, and if Lessee so elects to cancel this Lease, it shall immediately surrender the Premises, paying such amounts as may be due under this Lease up to the date the damage or destruction occurred. Under such circumstances, the Lease shall be deemed to have been terminated as of the date such damage or destruction occurred.

The City and Lessee recognize that the recent renovation of the Premises was designed to take best advantage of proximity to the Mississippi River to facilitate increased attendance and includes substantial flood protection improvements. However, both Parties further recognize that the operation of the Premises may be compromised by flood conditions beyond the control of the City and Lessee. Accordingly, the City and Lessee agree as follows:

In the event the Lessee is required by MLB or its MLB affiliate to play a home game in another venue due to flooding of the Mississippi River, the City will abate the Lease Payment of Lessee owed under Section 5(a) in the amount of Eight Thousand Six Hundred Dollars and No Cents (\$8,600.00) per game ("Abatement") to a maximum of the aggregate Lease Payment collected pursuant to Section 5(a). The Abatement amount shall increase by two and one-half percent (2.5%) per annum following the first year of the original Lease (2007). Should the Lessee receive flood abatement credits in any two consecutive years, the second such year will increase the Abatement by twenty percent (20%). The Abatements will be credited to the next applicable Lease Payment or Payments under Section 5(a) but in no event shall be greater than One Hundred and Fifty Thousand Dollars and No Cents (\$150,000) per annum.

13. Force Majeure. Lessee and the City agree that with respect to any services to be provided, payments to be made, or action to be taken by either Party during the Term of this Lease, the Party required to furnish or perform the same shall in no event be liable for failure to do so when prevented by any cause beyond the reasonable control of such Party such as strike, lock-out, suspension of play of minor league baseball, breakdown, accident, order or regulation of or by any governmental authority, MLB or any entity overseeing the Baseball Franchise, or failure of supply, or inability, by the exercise of reasonable diligence,

to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency. The time within which such services, payments, or actions shall be performed or rendered shall be extended automatically for a period of time equivalent to the delay caused by such event. If a Force Majeure event other than a flood as described in Section 12 results in Lessee not being able to play home baseball games at the Ballpark, then obligations of either Party to make payments, as herein provided, shall be suspended for the duration of such event.

14. Hold Harmless.

(a) Lessee shall indemnify, defend and hold harmless the City, its officers, agents and employees (hereinafter referred to as “City Indemnitees”) from and against any and all Liabilities (including the value of services rendered by the City’s Legal Department), which may be imposed upon, incurred by, or asserted against any of the City Indemnitees occurring as a direct or proximate result of any negligent or tortuous act, error or omission of the Lessee or its officers, agents, employees, contractors, subcontractors or their representatives resulting in personal injury, bodily injury, sickness, disease, or death to persons; or damage to, loss of or destruction of tangible property. Lessee’s indemnification of the City Indemnitees under this Section 14(a) shall not be applicable to the extent any Liability that arises from or is a result of the negligent or willful acts or omissions of any one or more of the City Indemnitees.

(b) City shall indemnify, defend and hold harmless the Lessee, its members, Lessees and employees (hereinafter referred to as “Lessee Indemnitees”) from and against any and all Liabilities, which may be imposed upon, incurred by, or asserted against any of the Lessee Indemnitees occurring as a direct or proximate result of any negligent or tortuous act, error or omission of the City, its officers, agents, employees, contractors, subcontractors or their representatives resulting in personal injury, bodily injury, sickness, disease, or death to persons; or damage to, loss of, or destruction of tangible property. City’s indemnification of the Lessee Indemnitees under this Section 14(b) shall not be applicable to the extent any Liability that arises from or is a result of the negligent or willful acts or omissions of any one or more of the Lessee Indemnitees.

15. Assumption of Risk. Lessee undertakes and assumes for its officers, agents, and employees all risk of dangerous conditions, if any, on or about the Premises. It is expressly understood and agreed that the City shall not be liable for any injuries sustained on the Playing Field.

16. Insurance.

(a) The Lessee shall, at its own expense, procure and at all times during the Term, maintain with insurance underwriters authorized to do business in the State of Iowa.

(i) Commercial general liability insurance, including bodily injury, umbrella, personal injury, and property damage coverage, which names the City as an additional insured, with limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, and \$2,000,000 aggregate for products-completed operations. Such insurance shall be provided on a per occurrence basis and not on a claims-made basis and shall include coverage for Premises and operations, independent contractors, and project-completed operations. These limits shall be subject to increase from time to time by written mutual consent of parties to keep up with the CPI and market conditions, but not less than every five years.

(ii) Commercial automobile liability insurance covering owned, non-owned, leased and hired automobiles, with a minimum combined single limit of \$500,000 per accident.

(iii) Workers compensation insurance with minimum limits of \$500,000 per accident and \$500,000 per disease or not less than the State of Iowa's statutory minimum requirements, whichever is larger.

(iv) Employer's liability insurance with limits of not less than \$100,000.

(v) Liquor liability (dram shop) insurance with limits of liability of not less than \$500,000 bodily injury to one person and \$500,000 bodily injury per occurrence, or such higher minimums as may be required by the State of Iowa.

(vi) Media Liability or Equivalent Professional Liability Insurance with a minimum limit of \$250,000 per claim and in the aggregate to cover third-party claims of intellectual property rights infringement including, but not limited to, infringement of trademark, copyright, trade name, trade dress, slogan, and rights of publicity claim.

(b) The City shall, at its own expense, procure and at all times during the Term, maintain all risk property insurance on all building structures located on the Premises. For purposes of subpart (b), additions, improvements, fixtures, trade fixtures, machinery and equipment affixed to the Premises shall be covered by such all risk property insurance, even though such items may be removed by Lessee at the termination of this Lease.

Lessee shall be responsible for the purchase and maintenance of any property insurance covering personal property located on the Premises.

(c) The Lessee and the City mutually waive as against each other any claim or cause of action for any loss, cost, damage, or expense as a result of the occurrence of perils covered under the City's or Lessee's property insurance policies.

(d) Certificates of insurance clearly disclosing on their face coverage in conformity with all of the foregoing requirements, naming additional insureds and providing for thirty (30) days' notice to named insureds before cancellation, shall be delivered to City on or before the date of the beginning of the Term, and similarly for Lessee.

17. Right to Assign. Lessee may not assign or transfer this Lease to any other Person without first obtaining the approval of the City, such approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that the Lessee may sublease all or any portion of the Premises, without first obtaining the approval of the City, to any Person, for the purpose of conducting Baseball Events or Special Events as contemplated in this Lease. In the event Lessee subleases all or any part of the Premises as permitted herein, Lessee shall notify the City in writing, and in such event, Lessee shall remain liable to City under all of the terms of the Lease. Any assignment of this Lease made without the consent of the City shall be null and void, and shall confer no rights on any third Person, and shall be cause for cancellation of this Lease by the City at City's option. This provision against assignment shall be deemed a continuing covenant and shall apply not only to the Lessee herein but also to any and all successors or permitted assignees of this Lease and to anyone who may, in any manner, otherwise acquire any interest therein. Each and every covenant and agreement herein contained shall extend to and be binding upon respective the successors, heirs, administrators and permitted assignees of the Parties hereto.

18. Surrender of Premises at Termination. Lessee shall, upon the expiration or earlier termination of this Lease, surrender, yield up and deliver the Premises, including Lessee improvements in good order and clean condition, as the same are in as of the Effective Date, except for the effects of ordinary wear and tear and depreciation arising from lapse of time, or for damage without fault or liability of Lessee.

19. Quiet Enjoyment. City covenants that if, and so long as, Lessee keeps and performs its obligations under this Lease, Lessee shall quietly enjoy its rights under this Lease without hindrance or molestation by City or any other Person lawfully claiming the same by, through or under City, subject to the covenants, agreements, terms, provisions and conditions of this Lease.

20. Termination of Lease Resulting from Material Default. All complaints shall be subject to Section 23. All disputes between the Parties shall be subject to arbitration under Section 25. In the event a Party fails to pay or perform all obligations set forth in, or otherwise act in full conformance with, an Award (as defined in Section 25) within thirty (30) days of receipt of said Award, such failure shall constitute a material default under this Lease. The non-defaulting Party may thereafter terminate this Lease upon delivery of termination notice to the defaulting Party (unless such default is cured before delivery of said notice) and such termination shall be effective upon delivery of the notice to the defaulting Party. Any such termination shall be in addition to, and not in lieu of, any other legal or equitable rights or remedies available to the non-defaulting Party.

21. Naming Rights. During the Term, Lessee may sell the naming rights to and rename Ballpark or Premises in their entirety and retain any and all revenue deriving from such a sale, with the prior written approval of the 'City, which shall not be unreasonably withheld, conditioned or delayed (the "Naming Rights"). Any such renaming shall respect and preserve the use of the name John O'Donnell in some fashion connected to a physical attribute of the Premises. The City acknowledges that the current use of "John O'Donnell" in relation to the press box is appropriate and satisfies this requirement.

(a) Use of Ballpark Name and Logo. In any written statement, including tickets related to all Baseball Events and Special Events, the City and the Team will use the name and logo of the entity securing such Ballpark Naming Rights. The identification of the entity securing such Ballpark Naming Rights, along with the name and logo of the Team, will appear in a prominent position on the Ballpark's scoreboard, side of the Ballpark facing River Drive and the marquee in front of the Ballpark.

(b) No Naming Rights Conflict. The City agrees that it shall not print any advertisement on tickets for City-sponsored Special Events that conflicts with the major or material products or services advertised or offered for sale by the owner or licensee of such Ballpark Naming Rights without the written permission of the purchaser of such Naming Rights. Nor shall the City engage a sponsor of a Special Event which sells major or material products or services that conflicts with the major or material products or services advertised or offered for sale by the owner or licensee of the Ballpark Naming Rights without the written permission of the purchaser of such Naming Rights.

22. Continuation of Professional Baseball. During the Term, Lessee agrees:

(a) To cause the Baseball Franchise to be operated in Davenport, and to use the Premises for this purpose. In the event the Premises are not used for the operation of the Baseball Franchise on a regular season basis during any calendar year during the Term of this Lease, the Lessee shall be deemed to have breached this Lease and shall not be entitled to the benefit of any provision of this Lease and shall not be entitled to remove permanent or non-removable capital improvements to the Premises, including additions, improvements, fixtures, trade fixtures, machinery and equipment affixed to the Premises and installed by Lessee. Lessee shall not be deemed to have breached this Lease if the failure of the Baseball Franchise to operate at the Premises on a regular season basis during any calendar year is caused by reasons beyond its control, such as a damage to the Premises or a flood as described in Section 12, a Force Majeure event as described in Section 13, or the imposition of a rule, regulation or policy of Major League Baseball, including the contraction of the Baseball Franchise, which would preclude the Baseball Franchise from operating in Davenport.

(b) To cause all reasonable and financially feasible means to maintain Lessee's PDL. In the event of the dissolution of its league or in the event of Lessee's loss of its MLB-provided PDL, Lessee agrees to use all reasonable and financially feasible means to obtain membership in another qualifying professional baseball league. In the event Lessee fails to use all reasonable and financially feasible means to obtain membership in another qualifying professional baseball league or obtain a new PDL with a Major League Baseball team prior to the start of its next baseball season, then Lessee shall be deemed to be in material default of this Lease and the Lease shall terminate. For purposes of this paragraph, "reasonable and financially feasible" shall take into consideration, among other things, Lessee's return on investment, return on franchise value and anticipated decreases in paid attendance. Regardless of any other provision of this Lease, in the event that Lessee does not obtain a PDL with a Major League Baseball team but does obtain membership in a MLB Partner League, the required rent and City allocation under Section 10(c) shall both be reduced to one dollar (\$1) moving forward, unless mutually agreed otherwise by the Parties. Both Parties agree to meet in good faith to negotiate these amounts if this situation arises.

23. Complaints. Any complaints by the City with regard to the operation of the Premises shall be directed by the City Administrator in writing to the Lessee. Any complaints by Lessee directed to the City shall be made in writing to the City Administrator by an authorized officer of Lessee. Notices as provided for in this Lease shall be given to the respective Parties hereto at the respective addresses designated in Section 26 unless either Party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a Party in writing or other communication, such message shall be considered given under the terms of this Lease when sent, addressed as above designated, postage prepaid, by United States Mail, or when said notice is otherwise delivered to the respective Party.

24. Remedies & Liquidated Damages. The Parties mutually agree that the City's motive in entering into this Lease is to ensure the long-term use of the Ballpark by the Baseball Franchise (or a successor Baseball Franchise). The Parties further agree that all resulting and corresponding damages caused by Lessee's failure to (i) maintain and operate the Baseball Franchise in Davenport as contemplated by Section 22(a) or (ii) use all reasonable and financially feasible means to maintain its PDL through no fault of the Lessee, (iii) obtain, maintain and operate another professional baseball team in Davenport as contemplated in Section 22(b), would equal the sum of all unpaid Lease Payments for each full year remaining in the Primary Term as liquidated damages, and not by way of penalty. In addition, the Lessee shall not be obligated to the City for any damages, including indirect, consequential or punitive damages, except for the liquidated damages described above. This liquidated damages provision shall be the City's sole and exclusive remedy for such a default by Lessee.

25. Arbitration.

(a) The Parties shall endeavor to resolve any dispute arising out of or relating to this Lease by good faith negotiations and, if mutually agreeable, submit the dispute to non-binding mediation under the CPR Mediation Procedure then currently in effect. Unless the Parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals and shall occur in Davenport.

(b) Any controversy, claim, or question of interpretation in dispute between the Parties arising out of or relating to this Lease, or the breach, termination or validity thereof, which remain unresolved forty-five (45) days after initiation of good faith negotiations by either Party, shall be subject to arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect by one arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator (the "Award") shall be final and binding, not be subject to further appeal, and may be entered by any federal or state court having jurisdiction thereof. Subject to the foregoing time period, either Party (the "Claimant") may initiate such arbitration by delivery of written notice (the "Claim") to the other Party (the "Respondent"), which shall provide a brief description of each

claim relating to the dispute and include the name and contact information of Claimant's selected arbitrator. The Respondent shall respond to Claimant in writing (the "Response") by delivery of same within ten (10) days following its receipt of the Claim, which Response shall provide a brief description of Respondent's defense to each such claim described in the Claim, any counter claims of the Respondent. Within ten (10) days of Claimant's receipt of the Response, the Claimant and Respondent shall request a list of three (3) potential, independent, neutral arbitrators, who are each experienced in arbitrating lease disputes, from the CPR Institute for Dispute Resolution (formerly known as the Center for Public Resources) or from such other mutually agreeable neutral organization. Within ten (10) days after receiving the list of potential arbitrators, the Claiming and Respondent shall choose one single arbitrator as follows: the Claimant shall strike one name from the list, the Respondent shall strike one name from the list, and the remaining named individual shall be the arbitrator. The arbitrator shall have the authority to order or grant, including specific performance of any obligation created under this Lease, the issuance of injunctive or other provisional relief, or the imposition of sanctions for abuse or frustration of purpose. The Award shall be in writing and, if requested by the Parties, specify the factual and the legal basis for the Award. The place of arbitration shall be Davenport, Iowa, or such other location that is mutually agreeable.

(c) It is the intent of the Parties that any arbitration brought hereunder shall be concluded as quickly as reasonably practicable. Rules and procedures regarding expedited arbitration proceedings shall be applicable.

(d) The arbitrator shall include as part of the Award the name of the prevailing Party and the total amount of costs and expenses incurred by the prevailing Party in the arbitration of the dispute. Such costs and expenses incurred by the prevailing Party shall include all costs and expenses arising out of or related to the dispute, including the cost and expense associated with the initiation of the arbitration proceeding, the selection of the arbitrator, the reasonable fees and costs of attorneys and experts, and any other costs and expenses incurred as a result of the arbitration of the dispute.

26. Notices. All notices required to be given hereunder by the Lessee and the City shall be in writing and addressed to the City as follows:

City of Davenport
ATTN: Mayor
226 West 4th Street
Davenport, IA 52801

With copies to the City Administrator and Corporation Counsel.

All notices required to be given by the City to the Lessee shall be similarly given to the Lessee as follows:

Main Street Iowa, LLC
ATTN: David Heller
111 Forest Road
Davenport, IA 52803
e-mail: dave@riverbandits.com

With copies to:

Hon. Roby Smith
2036 East 48th Street
Davenport, IA 52807
e-mail: robysmith@gmail.com

Hon. Ken Croken
29 Hillcrest Avenue
Davenport, IA 52803
e-mail: krcroken@juno.com

and:

The General Manager
Quad Cities River Bandits
209 South Gaines Street
Davenport, IA 52802
e-mail: Joe@riverbandits.com

27. Incorporation of Exhibits. The Exhibits identified in this Lease are incorporated herein by reference and made a part hereof.

28. Construction. The Parties have participated jointly in the negotiation and drafting of this Lease. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Lease. As used in this Lease, the words “include,” “includes,” and “including” shall mean to include “without limitation” and “but not limited to.” References in this Lease to a specific section (e.g., in Section X(x)) are references to such specific section of this Lease, unless such reference explicitly refers to a different document. The section headings contained in this Lease are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Lease, in whole or in part. Any provision of this Lease that is held by a court of competent jurisdiction to be invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions hereof or the validity or enforceability of the offending provision in other circumstances.

29. Entire Agreement. This Lease constitutes the entire agreement between the Parties and, as of the Effective Date, supersedes, amends and replaces in its entirety any and all prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent any relate to the management of the Premises, in whole or in part. This Lease shall be construed in accordance with Iowa law. No term, covenant, condition, or breach of this Lease shall be deemed to have been waived unless such waiver is expressed in writing and executed by the Party waiving same. If any provision of this Lease is deemed invalid or unenforceable by the Arbitrator, the remainder of the Lease shall be unaffected and the application of such provision to circumstances other than those as to which it is deemed invalid or unenforceable shall not be affected thereby. Paragraph headings are inserted in this Lease for convenience only, and shall not be considered for any purpose, including the interpretation of the Lease. Time is of the essence in the performance of the Parties’ obligations hereunder. This Lease may be amended only in a writing executed by both Parties.

30. Copyrighted Material. Lessee shall be responsible for the cost and expense of acquiring rights to all copyrighted materials used in connection with Baseball Events and Lessee-sponsored Special Events. The City shall be responsible for the cost and expense of acquiring rights to all copyrighted materials used in connection with City-sponsored Special Events.

In Witness Whereof, the Parties hereto have executed this Lease as of the day and year first above written.

CITY OF DAVENPORT,
acting by and through its City Council

MAIN STREET IOWA, LLC,
a Florida limited liability limited company

By: _____
Mike Matson, Mayor

Attest:
By: _____
Brian Krup, Deputy City Clerk

By: _____
David Heller, Managing Member