

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and entered into this 16th day of March, 1998, by and between the City of St. Petersburg, a Municipal Corporation, existing by and under the laws of the State of Florida, ("City"), whose post office address is Post Office Box 2842, St. Petersburg, Florida 33731-2842, and Tampa Bay Devil Rays, Ltd., a Florida limited partnership, ("Lessee"), whose post office address is Tropicana Field, One Tropicana Drive, St. Petersburg, Florida 33705, collectively ("Parties")

WITNESSETH:

WHEREAS, the parties entered into an AGREEMENT FOR THE USE, MANAGEMENT AND OPERATION OF THE DOMED STADIUM IN ST. PETERSBURG INCLUDING THE PROVISION FOR MAJOR LEAGUE BASEBALL, "(Use Agreement)" on April 28, 1995; and

WHEREAS, the Use Agreement requires the City to provide 7,000 parking spaces for the Sulessee's use during events at Tropicana Field; and

WHEREAS, the City wishes to use the site set forth herein on a temporary basis as part of the 7,000 required parking spaces.

NOW THEREFORE, in consideration of the covenants and promises contained herein and one dollar and other good and valuable consideration, the receipt and adequacy which is hereby acknowledged, the Parties hereto agree as follows:

1. **PREMISES:** The City leases to the Lessee and the Lessee leases from the City the surface area of the following described property ("Premises"), for the use as set forth in paragraph five (5) below, subject to the terms, provisions, conditions, and limitations set forth and described in this Lease, that real property illustrated on Exhibit "A" legally described to wit:

LOTS ONE (1) THROUGH TWENTY (20), INCLUSIVE, INCLUDING THAT TWENTY (20) FOOT WIDE STRIP OF LAND LYING SOUTH OF LOTS ONE (1) THROUGH TEN (10) AND NORTH OF LOTS ELEVEN (11) THROUGH TWENTY (20), BLOCK FORTY EIGHT (48), REVISED MAP OF THE CITY OF ST. PETERSBURG, according to the map or plat thereof, as recorded in Plat Book 1, Page 49, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly apart.

2. **TERM:** The term of this Lease ("Term") shall be for Twelve (12) months commencing on the 19th day of March, 1998, and ending on the 18th day of March, 1999.

3. **RENT:** Lessee shall pay to the City the aggregate rent of One Dollar per year, plus applicable tax, for the Term of this Lease, on the first day of the Term. All payments due from Lessee to the City under the terms of this Lease, including but not limited to, monthly rental installments, shall be paid promptly when due to the City.

4. **USE OF PREMISES:** The Premises shall be used by the Lessee for a surface parking lot and for no other purpose. Any material changes in the above stated use of the Premises or any material alterations in any improvements to the Premises must be expressly approved in advance by the City.

5. **UTILITIES:** Lessee shall pay all costs (including installation, deposits, and usage) for utilities, including but not limited to, electricity, telephone, water, gas, sewerage, garbage and trash collection, if any, associated with its use of the Premises.

6. **FEES AND TAXES:** Lessee agrees to pay all fees and taxes, if any, levied on the Premises or its contents and deliver to the City the appropriate receipts which demonstrate payment thereof. It is understood that this shall include, but not be limited to, income tax, personal property ad valorem tax, sales tax and

stormwater fees. Lessee shall not be responsible for ad valorem real estate taxes, if any, assessed or collected with respect to the interest of the City. Notwithstanding the foregoing, Sublessee's liability under this paragraph shall not exceed its liability under the Use Agreement.

7. **CONDITION OF PREMISES:** The City shall develop the Premises as a temporary parking lot in accordance with existing codes. Upon completion, Lessee shall inspect the Premises and accept or reject the condition of the Premises. Until the Sublessee has accepted the Premises and has the use of the Premises for parking, the City's obligation to provide 7,000 parking spaces pursuant to the Use Agreement shall not be deemed to be complied with as it relates to the parking spaces on the Premises. The City makes no representations, statements, or warranties, either expressed or implied, as to the condition of the Premises, or as to its fitness for a particular use other than for parking pursuant to the Use Agreement.

8. **LESSEE'S MAINTENANCE OBLIGATIONS:** Lessee shall maintain the Premises, including but not limited to, electrical, parking surfaces, landscaping and irrigation systems in a satisfactory and working condition at all times, and at the Lessee's sole cost and expense, and shall use all reasonable precautions to prevent waste or damage to the Premises. Lessee shall also provide routine maintenance to the systems set forth herein, to prevent any excessive wear and tear which would be considered normally caused by the Lessee's occupancy. The Lessee shall assure that the Premises are maintained so as to meet all requirements of any City, County, State and Federal Laws and regulations applicable to the Premises.

9. **RENEWAL:** This Lease shall automatically renew for additional one (1) year periods unless either Party gives notice in writing to the other Party at least sixty (60) days prior to the last day of the Term of this Lease or any extension thereof. If such notice is given, this Lease or any renewal thereof will terminate on the last day of the Term in effect. In the event the City gives notice of non-renewal, the City's obligation to provide 7,000 parking spaces shall continue. In the event the Lessee gives notice of non-renewal, the City's obligation contained in the Use Agreement to provide 7,000 parking spaces shall immediately be reduced by the number of parking spaces contained in this Facility affected by the Lessee's non-renewal.

10. **TERMINATION:** This Lease may be terminated without cause by either party by providing the other party with written notice of intent to terminate said lease no less than 90 days prior to the scheduled date of termination. In the event said Lease is terminated without cause by the Lessee, the City's obligation contained in the Use Agreement to provide 7,000 parking spaces shall immediately be reduced by the number of parking spaces contained on this Facility. In the event said Lease is terminated by the City, which said termination shall only be permitted between November 1st and March 1st, the City's obligation to provide 7,000 parking spaces shall continue.

11. **HOLD-OVER:** In the event Lessee shall hold-over the Premises after expiration of this Lease, or any extension or renewal thereof, with the consent, expressed or implied, of the City, such hold-over is to be considered to be a tenancy from month-to-month only. Such consent must comply with all applicable provisions of the City Charter, City Code, and City policies and procedures.

12. **RETURN OF PREMISES ON EXPIRATION, TERMINATION OR CANCELLATION:** Lessee shall, on or before the expiration date of this Lease or any renewal or extension thereof, or its earlier termination as provided herein, remove all goods and effects of Lessee, repair any damage caused by such removal and surrender and deliver up the Premises, broom clean and in good order, condition and repair, ordinary wear and tear and damage by fire or unavoidable casualty excepted. Any property not removed within five (5) days after the expiration date of this Lease or its earlier termination as provided herein shall be deemed to have been abandoned by Lessee, and may be retained or disposed of by City, as City shall desire.

13. **PROHIBITED USE:** The Premises shall not be used for the manufacture or storage of flammable, explosive or hazardous materials, nor shall any occupation or other use be allowed which, in the sole discretion of the City, is deemed hazardous to persons or to the Premises or which will increase the City's cost for insurance.

14. **HAZARDOUS MATERIALS DEFINED:** Hazardous materials shall mean any contaminant,

chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, poly-chlorinated biphenyl, asbestos, hazardous toxic substance, material or waste of any kind, or any other substance which is regulated by any environmental law. Hazardous materials shall include, but not be limited to, substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 39 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; all applicable state and local laws; and in the regulations adopted and publications promulgated pursuant to said laws or any amendments or addendums thereto.

15. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.

16. **IMPROVEMENTS TO PREMISES:** Lessee shall not make or permit to be made any alterations, additions, improvements or changes in the Premises without, in each case, first obtaining the written consent of the City. All improvements made to the Premises by either party shall immediately become the property of the City and shall remain during the Term of this Lease and upon expiration or termination thereof.

17. **RIGHT OF ENTRY:** The City shall have the right, at all reasonable times, to enter, inspect and make such repairs or alterations to the Premises as the City may reasonably desire.

18. **INDEMNITY:** Lessee agrees to defend, hold and save the City harmless from any and all damages, loss, or liability occurring by reason of any injury of any person or property occasioned by an act or omission, neglect, or wrongdoing of the Lessee or any of its officers, agents, representatives, guests, employees, invitees, or persons contracting with the Lessee, and Lessee will, at its own cost and expense, including but not limited to, attorneys fees and costs at trial or on appeal defend and protect the City against any and all such claims or demands which may be claimed to have arisen as a result of, or in connection with, the occupancy or use of the said Premises by the Lessee or Lessee's failure to comply and conform with any law, statute, ordinance or regulation now or hereinafter in force including, but not limited to, violations of the Americans with Disabilities Act of 1990 (ADA) and any amendments thereto. The purchase of insurance coverage required by this Lease, or otherwise shall not relieve Lessee of any duties set forth in this paragraph.

19. **INSURANCE:** Sublessee shall, include the Premises in all insurance policies required by the Use Agreement, for the full Term and any renewals of this Sublease at Sublessee's sole cost and expense.

20. **LIENS:** Sublessee shall never, under any circumstances, have the power to subject the Premises to any mechanic's or materialman's lien or other lien of any kind.

21. **DEFAULT:**

(a) In the event of any failure of Lessee to pay any sums or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Lessee, or if Lessee shall become bankrupt or insolvent or file any debtor proceedings, or take or have taken in any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Lessee shall abandon the Premises, then the City shall have the right to immediately terminate this Lease.

(b) The exercise by the City of any right or remedy to collect rent or enforce its rights under this Lease shall not constitute a waiver of, or preclude the exercise of, any other right or remedy afforded the City by this Lease or by statute or law. The failure of the City in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease, or to exercise any remedy, privilege or option conferred by this Lease on or reserved to the City, shall not operate or be construed

as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that privilege, option or remedy, but that right shall continue in full force and effect. The receipt by the City of rent, or any other payment or part of payment required to be made by the Lessee, shall not act to waive any other additional rent or payment then due. Nor shall receipt, though with the knowledge of the breach of any covenant or condition of this Lease, operate as or be deemed to be a waiver of this breach, and no waiver by the City of any of the provisions of this Lease or any of the City's rights, remedies, privileges, or options under this Lease shall be deemed to have been made, unless made by the City in writing. No surrender of the Premises for the remainder of the Term shall be valid, unless accepted by the City in writing.

22. **ASSIGNMENT OR SUBLET:**

(a) Sublessee shall not have the right to assign, transfer, convey, sublet or otherwise dispose of the Premises or this Lease or any part thereof, or of its right, title or interest therein or its power to execute this Lease or any amendment or modification thereto, to any person, company or corporation, except a successor organization whose purpose is substantially the same as Lessee. Notwithstanding the foregoing, the Lessee may Sublease the Premises to third parties for the purpose of providing parking. Such sublet shall require the prior written consent of the City and shall not be deemed to have reduced the number of parking spaces provided by the City. Any other attempted assignment or Sublease shall be void and shall be deemed a default of this Lease and cause for immediate termination.

(b) No assignment or sublease shall relieve the assignor or Lessor of any obligation under this Lease. Each assignee or Sublessee, by assuming that status, shall become obligated to perform every agreement of this Lease to be performed by Lessee, except that a Sublessee shall be obligated to perform them only insofar as they related to the Leased part of the Premises and the rent required by the Sublease, and shall be obligated to pay rent directly to the City only after Lessor's default in payment and written demand from the City to pay rent directly to the City.

23. **SUCCESSORS AND ASSIGNS:** This contract shall bind the City and its assigns or successors, and the heirs, assigns, administrators, legal representatives, executors or successors, as the case may be, of the Lessee.

24. **RELATIONSHIP BETWEEN PARTIES:** The relationship between the Parties is that of Landlord and Tenant.

25. **NOTICES:** All notices, requests, demands or other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered in person, or within seven (7) days after deposit in the United States Mail, postage prepaid, certified with return receipt requested, or otherwise actually delivered, to:

LESSEE

Tampa Bay Devil Rays, Ltd.
Attn: Mr. Vincent J. Naimoli, Chairman
Tropicana Field
One Tropicana Drive
St. Petersburg, Florida 33705

WITH COPY TO:

John P. Higgins, Esquire
Senior Vice President and General Counsel
Tropicana Field
One Tropicana Drive
St. Petersburg, Florida 33705

CITY

City of St. Petersburg, Department of
Economic Development & Property Management
Attn: Donald G. Crawford, Jr.,
Administrative Services Officer
Post Office Box 2842
Saint Petersburg, FL 33731-2842

Refer to Property Management and Realty Services Lease File No. 161, when making any inquiries to the City

concerning this Lease.

26. **NON-APPROPRIATION CLAUSE:** The obligation of the City to fund any expenditures required by this Lease shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding of any expenditures that are due during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-advalorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Lease.

27. **COMPLIANCE WITH REGULATIONS:** The Lessee will obtain, at its own expense, all required and necessary licenses and permits and comply with all laws and regulations of the United States of America, the State of Florida, County of Pinellas, and the City of St. Petersburg, Florida, as may pertain to its use of the Leased Premises.

28. **APPLICABLE LAW AND VENUE:** This Lease shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for any action brought in state courts shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in Federal Court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division.

29. **SEVERABILITY:** Should any section or any part of any section of this Lease be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Lease. —

30. **NON-DISCRIMINATION:** Lessee shall not discriminate against anyone in the use of said Premises because of race, color, religion, sex, age, national origin, familial status, or handicap in the use of the Premises.

31. **HEADINGS:** The section headings are inserted herein for convenience and reference only, and in no way define, limit or otherwise describe the scope or intent of any provisions hereof.

32. **ENTIRE AGREEMENT:** This Lease, including attachments hereto, if any, constitutes the entire agreement between the City and Lessee. No change will be valid, unless made by supplemental written agreement, executed and approved by the principal Parties. In the event of any conflict between the terms of this Lease and the terms of the Use Agreement, it is agreed that the terms of the Use Agreement shall control. Except as set out herein, the execution of this Lease shall not be construed so as to modify the City requirement in the Use Agreement to provide 7,000 parking spaces to the Sublessee

33. **RECORDABILITY:** This Lease shall not be recorded in the public records by either party.

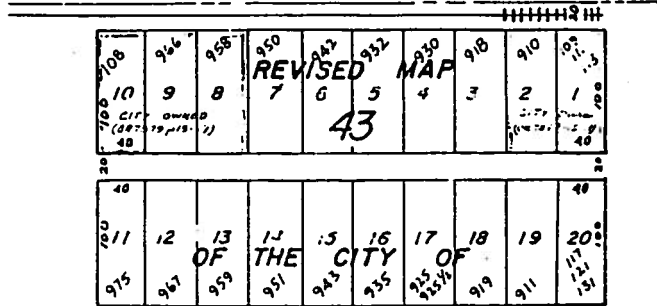
34. **APPROVAL:** This Lease is subject to approval by the Mayor or his Designee, (or Mayor and City Council) as the City policies and procedures require, within Sixty (60) days from the final date of signatures to this Lease by the Sublessee. Renewals, extensions and Subleases may be approved by the Mayor.

35. **NO CONSTRUCTION AGAINST PREPARER OF LEASE:** This Lease been prepared by the City and reviewed by the Lessee and it's professional advisors. The City, Lessee and Lessee's professional advisors believe that this Lease expresses their agreement and that it should not be interpreted in favor of either the City or Lessee or against the City or Lessee merely because of their efforts in preparing it.

36. **DUE AUTHORITY:** Each party to this Lease represents and warrants to the other party(ies) that (I) they are duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Lease to so execute the same and fully bind the party(ies) on whose behalf they are executing.

EXHIBIT A

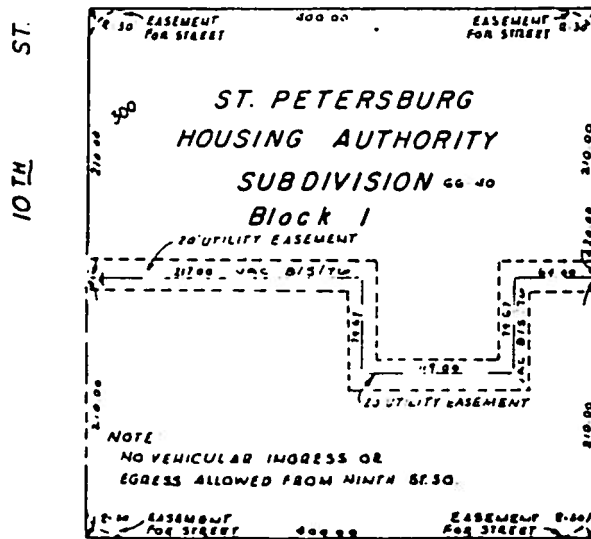
1ST AVE. SO.



2nd AVE. SO.



3rd AVE. SO.



4th AVE. SO.

(M.L. KING ST. SO.)