

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Alpha Entertainment, LLC,

Debtor.

Case No. 20-10940-LSS
Chapter 11

/

**TAMPA SPORTS AUTHORITY'S LIMITED OBJECTION AND RESERVATION OF
RIGHTS TO SECOND SUPPLEMENTAL NOTICE OF POSSIBLE ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES IN CONNECTION WITH SALE**

COMES NOW Creditor, TAMPA SPORTS AUTHORITY ("TSA"), by and through undersigned counsel, and files this Limited Objection and Reservation of Rights to Second Supplemental Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale (the "Limited Objection") to the alleged cure amount set forth in the Second Supplemental Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale [DE No. 392] (the "Cure Notice") served upon TSA by the Debtor, Alpha Entertainment, LLC ("Debtor"), and in support thereof states as follows:

I. BACKGROUND

1. On April 13, 2020, the Debtor commenced this case under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (the "Bankruptcy Code").

2. TSA and the Debtor entered into a prepetition venue use agreement on January 1, 2020, for the Debtor to use the Buccaneers Stadium for the Debtor's Tampa Bay Vipers scheduled games under the event schedule included in Exhibit D of the subject agreement ("Venue Use Agreement"). The Venue Use Agreement is attached hereto as Exhibit "1."

3. On August 31, 2020, the Debtor filed the Cure Notice, including the amount the Debtor believes was required to cure all defaults then existing under such contract to possibly be assumed.

4. The Debtor indicated in the Cure Notice that it intended to possibly assume a lease agreement with TSA for the continued use of the Buccaneers Stadium.

5. Pursuant to the Cure Notice, the Debtor identified \$0.00 as the amount it alleges to be owing to TSA under the Proposed Assumed Contract (the “Proposed Cure Amount”).

6. TSA agrees to the assumption of the Proposed Assumed Contract; however, TSA disputes the Proposed Cure Amount in the Cure Notice. Pursuant to the Venue Use Agreement, TSA reflects a cure amount of \$90,000.00. This figure consists of a \$30,000 termination fee per game not played during the 2020 XFL season, as agreed to by the Debtor under Article 4, Section 4.2 of the Venue Use Agreement. *See* Exhibit “1,” pgs. 18–19. The Debtor terminated the scheduled March 14, March 21, and April 12, 2020 scheduled games and as such, owes \$30,000.00 per game, totaling \$90,000.00 in prepetition termination fees to TSA.

7. The Proposed Cure Amount is less than what is actually owed under the Proposed Assumed Contract.

II. APPLICABLE LAW

8. Pursuant to Section 365 of the Bankruptcy Code,

(b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee—

- (A) cures, or provides adequate assurance that the trustee will promptly cure, such default . . . ;
- (B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such

contract or lease, for any actual pecuniary loss to such party resulting from such default; and

- (C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1).

III. OBJECTION TO CURE AMOUNT

9. TSA has no objection to the assumption of the Venue Use Agreement provided the proper cure amount is paid. Accordingly, TSA files this Limited Objection to the Proposed Cure Amount set forth in the Cure Notice.

10. Pursuant to 11 U.S.C. § 365(b)(1)(A), the Debtor must cure any defaults under the Venue Use Agreement in connection with any proposed assumption, as well as provide adequate assurance of future performance. In this case, Debtor's Proposed Cure Amount of \$0.00 fails to cure the existing defaults of the Venue Use Agreement, as is required under Section 365 prior to assumption.

11. The correct cure amount is \$90,000.00 for prepetition termination fees due to TSA under the Venue Use Agreement. As a result, under 11 U.S.C. § 365(b)(1)(A), TSA is due a cure payment of at least \$90,000.00.

RESERVATION OF RIGHTS

12. TSA expressly reserves the right to supplement and/or amend this Limited Objection at any time to add additional sums that may accrue and/or become due under the Venue Use Agreement after the date hereof. Furthermore, nothing contained herein shall be construed as a waiver of any rights or remedies of TSA provided for in the Venue Use Agreement; its right to enforce any other provision of the Venue Use Agreement; or its rights provided for in its proof of claim filed against the Debtor's bankruptcy estate.

WHEREFORE, Creditor, Tampa Sports Authority, requests this Honorable Court to enter an Order: (i) correcting the amount set forth in the Cure Notice to reflect the accurate prepetition cure amount of \$90,000.00; (ii) that TSA be paid a cure amount of \$90,000.00 in connection with the assumption of the Venue Use Agreement; and (iii) that TSA be awarded any further and additional relief this Court deems just and proper.

Respectfully submitted this 14th day of September, 2020.

/s/ Lauren A. Baio
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Limited Objection has been served via electronic mail and/or first class mail on this 14th day of September, 2020, upon the parties listed below and electronically via CM/ECF notification upon all parties requesting service via CM/ECF notification:

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Exhibit 1

VENUE USE AGREEMENT
between
TAMPA SPORTS AUTHORITY
and
ALPHA ENTERTAINMENT LLC

JANUARY 21, 2020

Table of Contents

| | |
|----------------------------------------------------------|-----------|
| ARTICLE 1 LICENSE AND TERM | 1 |
| 1.1 Licensed Area | 1 |
| 1.2 Licensed Use | 3 |
| 1.3 Scheduling | 4 |
| 1.4 Exclusivity | 5 |
| 1.5 Term and Termination | 5 |
| 1.6 Buccaneers Subordination | 6 |
| ARTICLE 2 CONDITIONS OF USE OF LICENSED AREA..... | 7 |
| 2.1 Condition and Conversion of Licensed Area..... | 7 |
| 2.2 Venue Requirements | 8 |
| 2.3 Operations | 9 |
| 2.4 Conduct | 10 |
| 2.5 Compliance with Legal Requirements..... | 11 |
| 2.6 Control of Licensed Area..... | 11 |
| 2.7 Security | 12 |
| 2.8 Use Reserved to Authority..... | 12 |
| ARTICLE 3 VENUE AND LEAGUE EXPENSES | 12 |
| 3.1 League Expenses and Other Charges..... | 12 |
| 3.2 Annual Plan and Pre-Event Reports | 14 |
| 3.3 Deposit | 14 |
| 3.4 Resodding Expenses | 14 |
| 3.5 Revenue Entitlements | 15 |
| 3.6 Team Event Settlement..... | 16 |
| ARTICLE 4 DEFAULT AND REMEDIES | 17 |
| 4.1 Event of Default..... | 17 |
| 4.2 Remedies | 18 |
| 4.3 Indirect Damages | 19 |
| ARTICLE 5 PRODUCTION | 19 |
| ARTICLE 6 SEATING AND TICKET SALES | 20 |
| 6.1 Seating | 20 |
| 6.2 Ticket Pricing and Sales | 21 |
| 6.3 Ticket Refunds | 22 |
| 6.4 Complimentary Tickets..... | 22 |

| | | |
|-------------------------------------------------------------------------|----------------------------------------------------------|----|
| 6.5 | Applicable Taxes, Facility Fees, Ticket Surcharges | 22 |
| ARTICLE 7 PERSONNEL | 22 | |
| 7.1 | League’s Personnel | 22 |
| 7.2 | Authority Personnel | 23 |
| 7.3 | Safety and Security Personnel | 23 |
| ARTICLE 8 PARKING | 24 | |
| 8.1 | Parking Areas..... | 24 |
| ARTICLE 9 CONCESSIONS..... | 24 | |
| 9.1 | Food and Beverage | 24 |
| 9.2 | Merchandise..... | 25 |
| ARTICLE 10 ADVERTISING, PROMOTION, AND SPONSORSHIP..... | 26 | |
| 10.1 | Promotional Standards | 26 |
| 10.2 | Distribution of Items | 26 |
| 10.3 | Promotion of Team Events | 26 |
| ARTICLE 11 RECORDING AND BROADCASTS | 27 | |
| 11.1 | Media Rights..... | 27 |
| 11.2 | Broadcast Compound; Broadcast Costs..... | 28 |
| 11.3 | Cooperation with Broadcasters | 29 |
| ARTICLE 12 TRANSFER..... | 29 | |
| ARTICLE 13 DAMAGE AND DESTRUCTION | 29 | |
| 13.1 | Damage Liability. | 29 |
| 13.2 | Property Owned by League | 30 |
| 13.3 | Property Owned by Authority..... | 30 |
| ARTICLE 14 CASUALTY DAMAGE | 30 | |
| ARTICLE 15 CONDEMNATION | 30 | |
| ARTICLE 16 INSURANCE..... | 31 | |
| 16.1 | League’s Insurance | 31 |
| 16.2 | Authority’s Insurance | 31 |
| 16.3 | Waivers of Subrogation | 31 |
| ARTICLE 17 INDEMNIFICATION REGARDING LICENSED AREA OPERATIONS .. | 31 | |
| 17.1 | Indemnification by League | 31 |
| 17.2 | Indemnification by Authority | 32 |
| 17.3 | Notice of Claim; Survival | 32 |

| | |
|-------------------------------------------------------|-----------|
| ARTICLE 18 REPRESENTATIONS AND WARRANTIES..... | 32 |
| 18.1 Authority’s Representations and Warranties | 32 |
| 18.2 League’s Representations and Warranties | 33 |
| ARTICLE 19 GENERAL PROVISIONS..... | 33 |
| 19.1 Governing Law; Venue..... | 33 |
| 19.2 Waiver of Right to Jury Trial..... | 33 |
| 19.3 Independent Contractors | 34 |
| 19.4 No Waiver..... | 34 |
| 19.5 Notices | 34 |
| 19.6 Force Majeure | 36 |
| 19.7 Binding Effect..... | 36 |
| 19.8 Integrated Agreement; Amendment..... | 36 |
| 19.9 Confidentiality/Public Records | 36 |
| 19.10 Invalidity | 36 |
| 19.11 Time | 37 |
| 19.12 Exhibits | 37 |
| 19.13 Counterparts..... | 37 |
| SIGNATURE PAGE..... | 38 |

VENUE USE AGREEMENT

THIS VENUE USE AGREEMENT (this “Agreement”) is made and entered on January 21, 2020 (the “Effective Date”), by and between **TAMPA SPORTS AUTHORITY**, a public agency and an Independent Special District under the laws of the State of Florida (“Authority”), and **ALPHA ENTERTAINMENT LLC**, a Delaware limited liability company (“League”). Each of Authority and League sometimes are referred to individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, Authority (i) coordinates and is responsible for licensing the building used as a professional sports stadium currently referred to as Raymond James Stadium, located at 4201 N. Dale Mabry Highway, Tampa, Florida 33607 (the “Venue”), and (ii) manages all operations of the Venue for the presentation of events including third-party professional sports and associated events;

WHEREAS, the Venue is a multi-use facility, which Authority licenses for use by third parties for events at the Venue, including the Tampa Bay Buccaneers franchise team (the “Buccaneers”) of the National Football League (“NFL”), and the University of South Florida for its NCAA football program (“USF”);

WHEREAS, the League desires to present professional football games and associated events at certain professional sports venues across the United States of America in connection with a football league owned and/or operated by League; and

WHEREAS, Authority desires to license to League, and League desires to license from Authority, the right to use the Venue and a portion of the Parking Areas to present professional football games and associated events at the Venue in connection with a football league owned and/or operated by League on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties hereby agree as follows:

Article 1 **LICENSE AND TERM**

1.1 Licensed Area.

(a) Subject to Section 1.1(c), Authority grants to League and League’s owners, for use by its employees, agents, athletes, contractors, vendors, guests, invitees, spectators or fans of League (collectively, “League’s Invitees”) the right and license (the “License”) to use the Venue and certain other properties controlled by Authority or otherwise used in connection with the Venue for the Licensed Use (defined in Section 1.2), including the following portions of the Venue and portions of the Parking Areas (defined on attached Exhibit B and Section 8.1) as described below (collectively, the “Licensed Area”):

- (i) the Playing Field (defined in Section 2.2(a));
- (ii) the Venue Equipment (defined in Section 2.2(a));
- (iii) the Venue lower seating bowl (100 and 200 levels) (unless otherwise permitted under Section 6.1);
- (iv) the Venue main and service level concourses;
- (v) the League Suites (defined in Section 6.1(a)(v));
- (vi) the Venue's visiting team locker room;
- (vii) the Venue's home team locker room;
- (viii) Venue's home and visiting team training rooms;
- (ix) The Venue's "X-Ray Room";
- (x) Referee's locker room;
- (xi) Crew rooms for the "chain crew";
- (xii) the media staging areas and radio/television production boxes at the Venue;
- (xiii) the Venue press box ("Press Box");
- (xiv) the Broadcast Compound (defined in Section 11.2);
- (xv) public restrooms at the Venue;
- (xvi) the club lounge located on the east side of the Venue (the "East Club") utilized by League during a Team Event (as defined in Section 1.2). During the Term of the Agreement, Parties may mutually agree to use the west side of the Venue (the "West Club") in replacement or addition to East Club;
- (xvii) designated areas within the Venue or Parking Areas for placement of "POD" type storage containers, as reasonably necessary for secure storage of Merchandise (defined in Section 9.2(b)), team and field equipment, signage and advertising materials and equipment, and other materials, goods, and equipment used by League;
- (xviii) Loading areas at the Venue; and
- (xix) Up to 10,000 square foot hospitality space in the Parking Areas, which will include up to two (2) tents located in mutually agreed areas (the "Hospitality Tents").

(b) The License also will allow League to use or have access to other areas in or about the Venue not expressly identified as Licensed Area and Parking Area (on attached Exhibit B) and under the control of Authority, as reasonably necessary for League to present, play and broadcast

the Team Events as defined below and associated events as contemplated in this Agreement. However, League's use of or access to such areas (for example, the Parking Areas) may be in common with other contemporaneous uses by Authority or its other licensees, including during a Team Event, and in the event of an anticipated contemporaneous use, the Parties will cooperate in good faith to coordinate their respective uses.

1.2 **Licensed Use.**

(a) The License granted to League herein includes the following (collectively, the "Licensed Use"):

(i) A "Team Event" is the staging and performance of pre-game activities involving Ticket-holder attendance or participation, game time play of football between League teams, and post-game activities involving Ticket-holder attendance or participation.

(ii) The right and license to use the Licensed Area (a) on a non-exclusive basis beginning forty-eight (48) hours prior to the beginning of each Team Event and ending twelve (12) hours prior to such Team Event, (b) on an exclusive basis twelve (12) hours prior to such Team Event and ending directly following conclusion of such Team Event, and (c) on a non-exclusive basis beginning directly following conclusion of such Team Event and ending twelve (12) hours following conclusion of such Team Event (the "Use Period"). However, for the inaugural home Team Event of each Season, the Parties agree to cooperate in good faith to facilitate League's early access to the Venue.

(iii) During the exclusive portion of the Use Period (as described above in this section), League intends, among other things (A) to stage, perform a "walk-through" (no cleats permitted), practice (no cleats permitted), perform, broadcast and break-down a Team Event, (B) to stage all customary pre-Team Event activities (excluding national musical acts), (C) to stage events in the Licensed Area, which shall include, but not limited to, the right to host League's Invitees on the Playing Field for pre- and post-game events, (D) to stage sponsor activations, (E) conduct pre-approved pyrotechnics, and (E) any other activities not described above if pre-approved by Authority

(iv) During the non-exclusive portion of the Use Period (as described above in this section), League intends to (A) provide setup and breakdown for Team Event, (B) sponsorship installation and breakdown, (C) perform a "walk-through" (no cleats permitted), (D) practice (no cleats permitted) and (E) stage post-Team Event activities, all of the above are subject to the approval of Authority (which the Parties acknowledge is subject to Authority's sole discretion, exercised in good faith cooperation with League to avoid conflicts between such League activities and other events to be held by Authority), and (F) any other activities not described above if pre-approved by Authority.

(v) The right and license to provide, or permit others to provide, at League's sole cost and expense, pre-game, half-time and post-game ceremonies and activities in connection with a Team Event; provided, however, that League shall notify Authority of the nature of such entertainment at least five (5) days prior to the date of each such Team Event; and such entertainment shall be subject to the approval of Authority (which the Parties acknowledge is

subject to Authority's sole discretion, exercised in good faith cooperation with League) to avoid conflicts between such League activities and other events to be held by Authority.

(b) League and the League team (the "Team") using the Licensed Area for its home games shall have reasonable access to the Licensed Area on non-Team Event days (both during and outside of the Use Period) for reasonable business purposes, including, but not limited to, walk-throughs (no cleats permitted), sponsorship installation, and preparation for Team Events as reasonably agreed upon by the Parties.

(c) Subject to Section 19.6, the Venue will be the home field for the Team. League shall not permit the Venue, the Licensed Area, or any part thereof, to be used for any purpose not expressly permitted in this Agreement or for any unlawful purpose. League shall not conduct any activity reasonably likely to damage the Venue or Parking Areas beyond ordinary wear and tear associated with production, performance and conduct of a professional football game. League acknowledges that the Venue or Parking Area may be used by Authority or its licensees on days other than Team Events as provided herein. League may conduct promotional, sponsor, community and similar events, not part of a Team Event, subject to availability and Authority's approval, at any time during the Term and at League's sole cost (each, a "Special Event"). Special Events are considered individually licensed events, and not part of the License, and will be subject to Authority's standard forms of license agreement. The League acknowledges receipt of copies of such forms of license agreement.

1.3 Scheduling.

(a) Each annual League football season (each, a "Season") shall run from February 1 to April 30 (or as otherwise agreed by the Parties) during the Term (as defined in Section 1.5). During the Term, Authority and League shall regularly meet and confer for purposes of selecting and approving Team Events for the forthcoming Season, with reference to the Availability Schedule set forth in attached Exhibit D for availability of dates (the "Availability Schedule"). The Availability Schedule sets forth, for each Season during the Initial Term (as defined in Section 1.5) a list of possible weekends (Saturdays and Sundays) in each Season from which League will designate at least five (5) Team Events, as defined below, and one (1) additional Team Event for post-Season playoffs to be used if there is a League playoff in which the Team is the "home team." No later than November 1 of the calendar year preceding each Season, League will notify Authority of the dates that League has designated as Team Events for the upcoming Season and the times during which Team Events will be held, and, subject to this Agreement, the Licensed Area shall be reserved for League's use on such Team Events. Authority will exercise commercially reasonable, good faith efforts to accommodate League's requests, as applicable, for rescheduling of a Team Event, scheduling a Team Event on a date not otherwise listed as available in the Availability Schedule, or scheduling of additional pre-Season or post-Season Team Events, as long as the requested date does not conflict with a previously calendared use of the Venue or Parking Area. League shall be committed to play all Team Events at the Venue in which Team is designated as the home team. The Team shall play a minimum of five (5) Team Events at the Venue each Season, and if there is a League playoff in which the Team is the "home team," League shall play one (1) additional Team Event for post-Season playoffs, except as may be prevented by (i) breach of this Agreement by Authority; (ii) labor actions or work stoppages (including but not limited to strikes, sympathy strikes, lock-outs or blockades) occurring through the fault, actions or

omissions of Authority, its contractors, vendors, agents, or anyone acting by or through Authority, its contractors, vendors or agents, in either case of (i) or (ii) above, which interferes with League's ability to exercise its rights under this Agreement; (iii) a Permitted Termination (defined in Section 1.5(b)); or (iv) an Event of Force Majeure (defined in Section 19.6(a)).

(b) League recognizes that Authority hosts national and international events of such scale and scope as to produce economic impact within the Tampa Bay metropolitan area ("Community Events") at the Venue. Authority maintains the right to confirm Community Events in advance of League confirming Team Events prior to the annual deadline identified in Section 1.3(a) of this Agreement; provided, however, that Authority will provide a sufficient number of available weekends (Saturdays or Sundays) to allow League to fulfill its Team Event commitment at the Venue as provided in Section 1.3(a), and to ensure that League will avoid playing Team Events at the Venue in any three (3) consecutive weeks during each Season (excluding any Team Event playoff game post-Season). As soon as it becomes apparent, Authority shall notify League in advance of any proposed or actual Authority commitment to scheduling of a Community Event that is or may be in conflict with a potential League Team Event date.

1.4 Exclusivity.

(a) Except due to an Event of Force Majeure, and/or breach of this Agreement by Authority that interferes with League's ability to exercise its rights under this Agreement, during the period commencing on the Effective Date and ending on June 30, 2022 (unless this Agreement is earlier terminated by Authority or League pursuant to a material breach or default by Authority that prevents Team from playing any Team Event(s) that have been confirmed), the Team will not play a Team Event where the Team is designated as the "home team" in any other stadium or venue without Authority's prior written consent; provided, however, that the Team may play in League's championship game regardless of location.

(b) During the Term, except for the Buccaneers and NFL, Authority shall not sell, lease, rent, license, permit or otherwise grant any possessory interest in the Venue or any portion thereof to any individual, entity or organization that seeks to perform or conduct any professional football or professional football-related sporting events at the Venue, and Authority shall not permit any tenant, licensee or permittee from conducting same. For the purposes hereof, the term "football" shall mean the game of American football, as opposed to the game of soccer (sometimes referred to as football or futbol), and the phrase "professional football" shall mean any football (whether professional or semi-professional, but not to include NCAA sanctioned football games) operated for profit and involving the payment of money to participants/athletes.

1.5 Term and Termination.

(a) Term; Renewal Term. This Agreement is effective upon the Effective Date, and has an initial term ending June 30, 2022 ("Initial Term"). If League is not then in material breach of this Agreement, then League may renew the Initial Term for one (1) two-year renewal term ending June 30, 2024, by giving written notice to Authority by no later than April 30, 2022 ("Renewal Term," and together with the Initial Term, the "Term"). If League exercises its option to renew this Agreement, all of the provisions of this Agreement shall apply and be as fully effective during the Renewal Term as during the Initial Term, subject, however, to potential

increases in League Expenses (defined in Section 3.1(c)) and Resodding Expenses (defined in Section 3.4) over those applicable during the Initial Term.

(b) Permitted Termination. League may terminate this Agreement prior to expiration of the Term if (i) League, and/or any entity in which the League was obligated to comply with the provisions of Article 12 below or any Affiliates or Successors as defined in Article 12 below ceases to exist as a legal entity and is no longer conducting any activity consistent with this Agreement any place across the United States of America, or (ii) League determines in its sole discretion that no future League games will be played at the Venue (each, a “Permitted Termination Event”). League may affect any such termination only by written notice from League to Authority in the manner provided herein, delivered no later than ninety (90) days following completion of the final Team Event for the then-current Season, designating the effective date of such termination (the “Permitted Termination”), and, if such Permitted Termination is pursuant to clause (i) above, accompanied by reasonable supporting documentation of the existence and nature of the Permitted Termination Event. League shall not be obligated to pay any additional League Expenses not already paid by League or due under this Agreement after the effective date of the Permitted Termination, except that if such Permitted Termination is pursuant to clause (ii) above, then League shall pay the Termination Fee as identified in Section 4.2. Subject to the Team Event Settlement procedures set forth in Section 3.6, Authority may deduct from any Event Deposit then held by Authority the amount of League Expenses incurred through the effective date of the Permitted Termination, and if the Event Deposit is not sufficient to pay or reimburse such League Expenses, then League shall pay such balance to Authority no later than ten (10) business days following delivery of the Team Event Settlement Statement within the forty-five (45) day time period as provided in Section 3.6(b), and resolution of any disputed amounts (which obligation shall survive such Permitted Termination).

(c) Effect of Termination. Upon expiration of the Term, or earlier termination of this Agreement as may be permitted hereunder, all rights and obligations of performance accruing from and after the effective date of such termination shall be deemed terminated (except for such rights and obligations that expressly are to survive such termination). Termination of this Agreement shall not alter any then-existing or accrued claims, if any, of either Party for breaches or defaults under this Agreement occurring prior to such termination, and the obligations of the Parties hereto with respect thereto shall survive such termination.

1.6 Buccaneers Subordination. Authority has granted a license for use of the Venue and Parking Area for the presentation and play of NFL football games in the Venue and Parking Area pursuant to Stadium Agreement dated August 20, 1996 (the “Stadium Agreement”), between Authority and the Buccaneers Stadium LLC (“Buccaneers Stadium LLC”). Authority has provided a copy of the Stadium Agreement to League, and League has reviewed and is familiar with the terms of the Stadium Agreement. For as long as the Stadium Agreement is in effect, this Agreement and League’s use rights as set forth herein, will be subordinate to and limited by the terms and conditions of the Stadium Agreement, and subject to the rights of the Buccaneers Stadium LLC thereunder, unless otherwise approved in writing by the appropriate parties.

Article 2
CONDITIONS OF USE OF LICENSED AREA

2.1 Condition and Conversion of Licensed Area.

(a) Condition of Licensed Area.

(i) For each Team Event, Authority shall provide the Licensed Area (including, but not limited to, the Playing Field and Venue Equipment, the physical structure of the Venue, and all fixtures, equipment and improvements located therein or reasonably expected to be located therein as necessary for the performance of professional football games (including, but not limited to, machinery, plumbing, wiring, information technology wiring, public Wi-Fi, gas and electric fittings, HVAC devices and elevators), in a clean and satisfactory condition, good repair and working order and reasonably fit for the purposes for which it is to be used, including, but not limited to, for hosting, playing, public attendance, recording and broadcast of Team Events (including, but not limited to, radio, television and internet transmission). Authority will cooperate with League to assist in creating one or more Wi-Fi based virtual private networks (“VPN”) for use by League and press/media, separate from public-access Wi-Fi, at Authority’s expense. Authority shall at all times, maintain and clean the Licensed Area and provide for the prompt removal and disposal of all rubbish, trash and garbage.

(ii) Authority represents and warrants that the Licensed Area is, and covenants to ensure that the Licensed Area shall, at all times remain, in compliance with all applicable laws, rules, ordinances, orders, judgments and regulations, as may be amended from time to time, of any and all applicable governmental and quasi-governmental entities and any private entity having jurisdiction over the Venue and Parking Area, such that League can host Team Events as contemplated herein. League represents that it has made an adequate investigation and inspection of the Licensed Area and, subject to Authority’s representations and warranties set forth in this Agreement, has made its own determination that the Licensed Area is suitable for League’s proposed football use; provided, however, that the foregoing shall not relieve Authority of any of its express obligations under this Agreement.

(iii) Authority shall, at its sole expense, make such replacements, repairs and renovations of all structures, facilities, improvements and equipment required to be provided by it under this Agreement in accordance with applicable law and in a manner that ensures the Licensed Area remains at all times in good order, condition and repair. However, damage to the Venue and Parking Area caused by spectators, players or other parties through no fault of Authority (other than ordinary wear and tear) occurring during Team Events, as determined by Authority on the basis of a inspection and inventory of the Venue and Parking Area conducted within a reasonable time following conclusion of each Team Event (and in any case prior to commencement of any subsequent event at the Venue and Parking Area), shall be charged to League as League Expenses and paid by League.

(b) Conversion of Licensed Area. Except as provided in Section 3.1, following any use of the Venue or Parking Area by Authority, its tenants, permittees or other licensees, and prior to any Use Period, Authority shall convert, or cause to be converted, at its sole cost and expense, the Licensed Area so that it is properly configured and in good and customary condition for

hosting, playing, broadcasting, attending and undertaking all other activities reasonably attendant to the Team Events or otherwise contemplated under this Agreement.

2.2 Venue Requirements.

(a) Playing Field. Authority shall provide and set-up for use by League during each Use Period (at no expense to League other than League Expenses as defined in Section 3.1 and Resodding Expenses as defined in Section 3.4), a natural grass playing surface having the dimensions, field markings, end zones, player safety areas, team areas, and all other features of the playing field plan, a general diagram of which is attached as Exhibit A (the "Playing Field"), and such additional features as League reasonably may request for illustrative purposes only (i.e., to show general dimensions/layout), with specific field markings remaining subject to change pursuant to the terms of this Agreement.

(b) Venue Equipment. Authority, in addition to the Playing Field, shall provide the following equipment ("Venue Equipment").

(i) Protection tarps for the Playing Field/Artificial turf covering runoff areas outside the field of play that consist of hard surfaces;

(ii) Rubber matting on hard surfaces between the Playing Field and areas/pathways leading to the locker rooms;

(iii) Bench areas for two (2) teams located on opposite sides of the Playing Field, including an adequate number of benches, tables and garbage cans;

(iv) A League regulation football goal post (equivalent to NFL regulation goal posts) installed at each end of the Playing Field, along with kicking nets installed behind each goal post, in the locations designated by League;

(v) Two (2) fully operational electronic scoreboards, each with a programmable, sixty (60) minute countdown clock, prominently visible at both ends of the Playing Field, with space for team identifications and the score, with one scoreboard capable of displaying sponsor messages;

(vi) Two (2) fully-operational, professional-grade digital play clocks, each with a 40-second countdown that can be programmed and reset, prominently visible at both ends of the Playing Field, as installed in present locations;

(vii) A Press Box equipped with a sufficient number of television monitors for the presentation, play and broadcast of a professional football game; and

(viii) Such additional equipment as Authority has authority to use for the presentation and play of Football at the Venue.

(c) Condition for Team Events. Authority shall provide the Playing Field and Venue Equipment in a condition that is ready for play or operational uses, as the case may be, at the beginning of each Use Period, without cost to League (other than League Expenses and Resodding

Expenses) for actual costs of labor and services for staging, set-up, operations and break-down from a “neutral” condition, (ii) Authority shall provide the Playing Field and Venue Equipment cleared of all obstacles, alterations or equipment from prior events and is ready for League’s Team Event set-up and installation, and in a condition that reasonably obscures or minimizes visual reference to non-football lines, non-XFL markings, logos or team colors, subject, however to the Stadium Agreement. League may, at its sole cost, use non-permanent paint on the Playing Field turf for Team logos and other like markings. Except as otherwise provided in Section 10.1, and except to the extent Authority is obligated otherwise pursuant to third-party agreements executed prior to the Effective Date, Authority shall provide the Venue and Licensed Area (including, but not limited to, the Playing Field, areas surrounding the Playing Field, Playing Field retaining walls, and Venue Equipment) to League in a condition that allows League the use rights consistent with the Promotional Standards (defined in Section 10.1).

2.3 **Operations.**

(a) Authority is responsible for: (i) the management and operation of the Licensed Area in accordance with all applicable industry standards and in a manner consistent with large scale venues of similar vintage (the “Comparable Standards”); and (ii) operating the Licensed Area as a professional football game venue for Team Events, including provision of all staffing required to effectuate same, in accordance with the Comparable Standards, except for staffing directly required for League’s unique Team Events as reasonably determined by League (e.g., players, referees and broadcasters). Associated staffing costs are League Expenses, as set forth on Exhibit C. Operations shall be subject to the Annual Plan and Pre-Event Report standards and requirements as set forth in Section 3.2.

(b) Authority shall provide the following services and equipment to League for each Team Event during the Use Period:

(i) Standard Venue lighting and Playing Field illumination during move-in and move out times (i.e., lighting required for game setup but not for conduct of the game itself) using the Venue’s currently installed fixtures;

(ii) Game-level lighting during each Team Event, and during such reasonable periods prior to and following conclusion of each Team event as may be requested by League and approved by Authority (“Game Time Period”), which shall (x) meet or exceed the illumination levels set forth on Exhibit I throughout the Game Time Period, and (y) otherwise be sufficient to enable a first-quality, high definition color television broadcast production of professional football games and ancillary activities permitted under this Agreement performed during both daytime and nighttime;

(iii) Shore electric power in the Broadcast Compound during the Game Time Period meeting or exceeding the electric service levels set forth on Exhibit I);

(iv) HVAC services to customary game-level temperatures during each Game Time Period;

(v) Plumbing and electricity typical for a major sporting event;

(vi) Gas and sewage services required for League's use of the Licensed Area;

(vii) Use of the scoreboards, matrix boards, video and electronic messaging systems, in-stadium television monitors and any and all other visible information or communication systems or means currently available in the Venue (or which may become available in the Venue during the Term), provided, however, that such equipment shall only be operated by (a) qualified personnel employed by Authority, or (b) third parties employed and paid by League acceptable to Authority in its reasonable discretion (which third parties may provide additional video enhancements), and (c) is subject to the provisions of Exhibit E;

(viii) Use of the Venue sound, public address, and any other audible communication systems currently available or which may become available during the Term in the Venue, during each Game Time Period (provided, however, that such equipment shall only be operated by (a) qualified personnel employed by Authority, or (b) third parties employed by League acceptable to Authority in its reasonable discretion);

(ix) Telephone and internet service at the Venue during each Team Event to a customary and standard level for the presentation, play and broadcast of a professional football game and ancillary uses;

(x) Free public Wi-Fi for fan use during each Team Event;

(xi) Access to the Press Box; and

(xii) Such other technical equipment or staging areas as Authority has authority to use for the presentation and play of Football at the Venue, subject to any applicable limitations on such use set forth in the Stadium Agreement.

To the extent that League's use of any of the foregoing services and equipment creates a direct cost or expense to Authority, League shall bear all such costs and expenses as League Expenses.

(c) League shall be solely responsible for obtaining as required licenses from any and all music licensing/publishing companies, including but not limited to ASCAP, BMI and SESAC, in order to for the League to provide all music, entertainment, ceremonies and anthems to be used during the Use Period, including, but not limited to, the selection, time and manner of play for same; provided, however, that no such music, entertainment, ceremonies or anthems may contain material that is in violation of clauses 3(a) through 3(h) of the advertising prohibitions set forth in Authority's Venue Advertising Policy, which is attached hereto as Exhibit G.

As soon as possible following execution of the Agreement, qualified representatives of Authority shall consult with League's technical representatives to ascertain procedures for fulfilling the power, internet and other technical requirements.

2.4 Conduct.

(a) League shall conduct its activities within the Licensed Area, including access and use of the Playing Field and Venue Equipment, in a manner so as not to unreasonably endanger

any person therein (Authority acknowledging that staging a professional sports event generates a certain level of inherent risk to players, staff and spectators alike). No portion of the sidewalks, entries, passageways, doors, aisles, elevators, vestibules, or way of access to the public utilities of the Venue and Parking Area shall be permitted to be unreasonably obstructed or used for any purpose other than ingress and egress, nor shall any windows, ventilators or lighting fixtures be unreasonably obstructed.

(b) League's staff, personnel, and vendors will be required to undergo background checks; provided, however, that background checks conducted by League at time of hire or subsequently shall be deemed sufficient to comply with this requirement.

2.5 Compliance with Legal Requirements.

(a) Authority represents that the Venue and Parking Area currently maintains, and warrants that the Venue and Parking Area will continue to maintain, all permits, licenses, and authorizations required by any governmental authority for the operation of the Venue and the Parking Area, including, but not limited to, the day-to-day operation of the Venue and Parking Area in a manner consistent with this Agreement. In the event that Authority allows the League to use the Venue and Parking Area in a manner which requires additional permits or authorizations from any governmental authority, League will process such applications, including obtaining required sign-offs for such applications, at the League's sole cost and expense, and upon League's request, Authority agrees to cooperate in good faith, as a League Expense, in assisting League with any such applications.

(b) League shall not use or permit the use of the Venue and Parking Area or any portion thereof in any manner which would constitute an unlawful use of the Venue and Parking Area or a legally actionable waste, nuisance, or unreasonable annoyance to the public or to the owners or occupants of neighboring lands; provided, however, that the Licensed Use is hereby deemed not to constitute waste, nuisance, or unreasonable annoyance, unless otherwise determined by a governmental entity.

(c) Each Party shall conduct its business at the Venue and Parking Area in a lawful manner. League, in exercising its rights to use the Licensed Area, and Authority, in managing and maintaining the Venue and Parking Area, shall comply with all applicable laws, rules, ordinances, orders, judgments and regulations of any and all applicable governmental entities having jurisdiction over the Venue and Parking Area, including the City of Tampa and Hillsborough County, Florida.

2.6 Control of Licensed Area.

(a) The entrances and exits to the Venue and Licensed Area shall be locked or unlocked at such times as are mutually agreed to by the Parties, subject to (i) Authority's business operations and other needs, (ii) all applicable federal, state, county, and municipal laws, rules, and regulations, and (iii) the lawful directions of any public official or entity exercising jurisdiction over the Venue and Parking Area. All property, materials, and equipment required to produce the Team Events shall be brought into or removed from the Licensed Area only through the entrances and exits designated in advance of the Team Event by Authority.

(b) In licensing the Licensed Area to League, except as otherwise expressly set forth herein, Authority does not relinquish the right to control the management and use of the Licensed Area, or to enforce all applicable laws. Authority or its agent may refuse admission to or to cause to be removed from the Licensed Area any disorderly or undesirable person as determined by Authority in its reasonable discretion; provided however, if (i) the person to be removed is League's personnel, and (ii) it is reasonable to do so under the circumstances, then Authority shall use best efforts to consult with League prior to such removal. In addition, Authority shall determine points of entry and exit in its sole discretion, subject to all applicable laws. Any safety or facility control matters not expressly provided for herein shall be resolved in the reasonable discretion of Authority, consulting with League when appropriate to do so.

2.7 Security.

(a) League's Invitees may be required to undergo such security checks, including bag checks and metal detectors and other available security measures as deemed appropriate by Authority, and adhere to security measures as Authority deems reasonably appropriate under the circumstances; provided, however, that such security shall not be more stringent than that imposed by Authority or its agents in accordance with the Comparable Standards.

(b) Authority shall have the right to make such public announcements before, during, and after any Team Event as Authority deems reasonably necessary or appropriate to protect the public's safety. League shall cooperate with Authority in delivering such announcements to the public, including, but not limited to, announcements requiring patrons to return to their seats or to effectuate an orderly evacuation of the Venue.

2.8 **Use Reserved to Authority.** Authority shall not unreasonably interfere with the use of the Licensed Area by League as contemplated hereunder. All rights with respect to the Venue and Parking Area not expressly granted to League are reserved to Authority.

Article 3

VENUE AND LEAGUE EXPENSES

3.1 **League Expenses and Other Charges.** League shall pay to Authority the League Expenses, Ticket Surcharges, Facility Fees, expense reimbursements and revenue entitlements in favor of Authority as expressly set forth in this Agreement. League will have no payment obligations for use of the Licensed Areas, the Venue and the Parking Areas pursuant to this Agreement other than those obligations that expressly are described or enumerated in this Agreement.

(a) "**Annual Plan**" means the proposed standard staffing and operating plan prepared by Authority based upon League provided information (as described in Section 3.2) for the Licensed Areas, the Venue and the Parking Areas for Team Events scheduled for the forthcoming Season, setting forth the Authority's reasonable detailed estimated break-down of costs and expenses per Team Event, consistent with the operating standards set forth in **Section 2.3** for events of similar attendance and duration, as described on and subject to **Exhibit C**.

(b) “Facility Fee” means a facility fee in the amount of \$2.00 per Ticket sold, which may be shown as a separate item on each Ticket, and which shall be collected for the account of Authority. No Facility Fee shall be collected on complimentary Tickets.

(c) “League Expenses” means the reasonable and documented, direct, out-of-pocket costs and expenses incurred by Authority relating to the services and related labor expenses provided for in Exhibit C, together with Authority’s other reasonable and documented, direct, out-of-pocket operating costs for all other services, including labor expenses, that are not set forth in Exhibit C but which either are separately and expressly described or enumerated in this Agreement and not otherwise expressly excluded from expenses to be paid by League, or constitute unforeseen or extraordinary costs not separately and expressly described in this Agreement but reasonably attributable to or incurred as a result of League’s actual use of the Licensed Areas. League Expenses also shall include the reasonable and documented, direct, out-of-pocket costs and expenses associated with (i) any additions or modifications to the goods, services and benefits provided for in Exhibit C reasonably necessitated by a change in circumstance for public safety, or a change by the Team or League and which has been approved by Authority in its reasonable discretion, (ii) any use of the Licensed Areas, the Venue or the Parking Areas prior to or following each Use Period, including, but not limited to, any special labor or services required in connection with such extended use which is not due solely to an Event of Force Majeure or a breach by Authority, (iii) any additional requested parking spaces, (iv) any food and beverage/parking related discounts, or (v) any damage to the Licensed Areas, the Venue or the Parking Areas caused by League’s Invitees or other parties through no fault of Authority (other than ordinary wear and tear) occurring during Team Events, as determined by Authority on the basis of an inspection and inventory of the Licensed Areas, the Venue and the Parking Areas conducted following the conclusion of each Team Event and before the commencement of any subsequent event at the Venue. All direct out-of-pocket expenses related to television or internet broadcasts of Team Events will be paid by League as a League Expense. League Expenses shall not include property taxes, Authority’s fixed operating expenses for the Licensed Areas, the Venue or the Parking Areas, such as general day-to-day maintenance/repair, which are not related to League’s use of Venue or the Parking Areas, or Authority’s expenses incurred in structural alterations or additions to the Venue and Parking Area, but may include, as applicable, certain expenses, consistent with current Authority practice, that are of a nature which Authority apportions on a consistently applied, proportional basis among all events occurring at the Venue during any calendar year, including Team Events.

(d) “Pre-Event Report” means a “Game Overview Report” prepared by League in advance of each Team Event, based on the Annual Plan, with a statement of League’s reasonable estimate of attendance by paid Tickets and complimentary Tickets, duration of the Use Period, including pregame, Game and post-game periods, and any special circumstances that reasonable could be anticipated to have a material effect on the Annual Plan standards for staffing, security or other planning issues, for such Team Event.

(e) “Ticket Surcharge” means a Ticket surcharge of eight percent (8%) of the Ticket value, not to exceed \$2.50 per Ticket, which may be shown as a separate item on each Ticket, and which shall be collected for the account of Authority. No Ticket Surcharge shall be collected on complimentary Tickets.

(f) “Event Deposit” means a sum, calculated by Authority on the basis of the Pre-Event Report, equivalent to the estimated League Expenses, Ticket Surcharges, Facility Fees and Applicable Taxes (defined in Section 6.5) attributable to such Team Event.

3.2 **Annual Plan and Pre-Event Reports.**

(a) Annual Plan. Commencing after the inaugural season, on or before November 1 prior to each Season, League shall provide to Authority its proposed schedule of Team Events, estimated Team Event attendance, and other relevant information relating to the forthcoming Season as League may determine to aid Authority in preparation of its Annual Plan for the Season. On or before January 1 prior to such Season, Authority shall deliver its Annual Plan to League, prepared based on such information delivered by League. The Annual Plan shall be subject to League’s review and comments, and the Parties shall cooperate in good faith to reach agreement on the Annual Plan prior to commencement of the Season. The Annual Plan shall serve as the standard plan for the conduct and staffing of each Team Event, subject to such adjustments as League and Authority may determine from time to time during the Season based on the Pre-Event Report for each Team Event, as applicable.

(b) Pre-Event Report. League shall deliver its Pre-Event Report to Authority at least one (1) week prior to each Team Event and shall deliver an updated Pre-Event Report or written confirmation of no changes to the Pre-Event Report, as applicable, to Authority not later than seventy-two (72) hours prior to the Team Event. Authority shall take into consideration the contents of each Pre-Event Report in any necessary or appropriate adjustment to the standard plan for the conduct and staffing of each Team Event pursuant to the Annual Plan.

3.3 **Deposit.** League has paid to Authority a non-refundable deposit of \$25,000, which shall be credited against the first payment of League Expenses for such Team Event as provided herein. Additionally, within forty-eight (48) hours prior to each Team Event, Authority shall deliver to League its estimate of League Expenses, Ticket Surcharges, Facility Fees, Applicable Taxes, and the commensurate Event Deposit amount deliverable by League, and League shall deliver the required Event Deposit to Authority by wire transfer to Authority prior to the exclusive Use Period.

3.4 **Resodding Expenses.** Authority and League agree to cooperate in good faith to minimize costs of resodding, with particular attention given to replacement of sufficient quality sod for League play. Costs of resodding as further described in this Section 3.4 are referred to as “Resodding Expenses.” Resodding obligations are as follows:

(a) Pre-Season Resodding. Prior to the beginning of the Use Period of League’s first Team Event each Season, League, in close consultation and coordination with Authority, shall be responsible for resodding the Playing Field to ensure that it meets the specifications set forth in League’s current sod installation contracts with Quality Turf, L.C. as attached in Exhibit H (the “Sod Contract,” and together with any replacement contracts for resodding based on equivalent specifications, as reasonably approved by Authority, the “Sod Contracts”). As long as League’s resodding requirements do not exceed those resodding specifications set forth in the Sod Contract, League’s pre-season responsibility for Resodding Expenses shall be capped at \$150,000 per Season. Authority shall contribute or cause to be contributed \$110,000 annually toward pre-season

Resodding Expenses associated with the commencement of each Season, payable or credited to League upon League's payment under the applicable Season Sod Contract. League and Authority acknowledge that pre-Season resodding for the 2021 Season will commence following conclusion of Authority's scheduled dirt events.

(b) Wrestlemania 36. League acknowledges that Authority has scheduled WrestleMania 36 during the 2020 Season, which will require post-event resodding. Following conclusion of WrestleMania 36, League, in close consultation and coordination with Authority, shall be responsible for resodding the Playing Field in accordance with the Sod Contract specifications prior to the next Use Period. As long as League's resodding requirements do not exceed those resodding specifications set forth in the Sod Contract, League's responsibility for Resodding Expenses following WrestleMania 36 shall be capped at \$125,000. Authority shall contribute or cause to be contributed \$125,000 toward League's Resodding Expenses associated with Wrestlemania 36, payable or credited to League upon League's payment under the applicable Sod Contract.

(c) Super Bowl LV. League acknowledges that Authority has scheduled the NFL Super Bowl for play in the Venue on or about February 7, 2021. Following conclusion of the Super Bowl, the first Team Event for the 2021 Season will be played on the Super Bowl playing surface, subject to Authority's removal, in close consultation and coordination with League, of sodded areas bearing NFL and Super Bowl field markings and logos, and resodding of such areas to allow League field markings and logos. League will be responsible for Authority's Resodding Expenses relating to NFL and Super Bowl logo removal and replacement to meet specifications provided by League. Authority shall pay all Resodding Expenses relating to such limited resodding and bill such costs as League Expenses.

(d) In Season and Post-Season Resodding. If the replacement of sod during the playing season or following each Season is determined to be necessary as a result of the field marking changes or damage resulting from or caused by Team Events, then League shall be responsible for all Resodding Expenses relating to resodding the Playing Field, which Resodding Expenses shall be considered League Expenses.

(e) Authority Expenses. League acknowledges that Authority will have additional direct Resodding Expenses related to the above resodding, which includes but is not limited to, sod removal, fertilization, irrigation protection and other miscellaneous expenses, which have been taken into account by League and Authority as part of the Resodding Expenses and are subject to the caps set forth in this Section 3.4. Such Resodding Expenses will be considered League Expenses.

(f) Non-Team Event Resodding. Except to the extent set forth above, if any other non-Team Event occurs at the Venue during any Season, and replacement of sod is determined to be necessary as a result of such event, then Authority shall be responsible for resodding the Playing Field for play on or before the beginning of the next Use Period, at Authority's sole cost and expense, without contribution by League.

3.5 **Revenue Entitlements.**

(a) **Ticket Sale Revenues.** League shall retain all revenue for all Tickets sold for Team Events, net of Applicable Taxes (defined in Section 6.5). League is responsible for all costs associated with issuing and selling Tickets. League shall collect a Ticket Surcharge and a Facility Fee on each Ticket sold (not applicable to Complimentary Tickets).

(b) **Food and Beverage Revenue.** Authority shall be entitled to retain one hundred percent (100%) of gross receipts received by Authority or its licensee or designee (“Concessionaire”) or any other supplier of food and beverage services within the Venue or Parking Area on Team Events (“Food and Beverage Revenue”). Authority shall be responsible for management and operation of all Food and Beverage concessions for Team Events, including all staffing, at Authority’s cost, and not as a League Expense.

(c) **Merchandise Revenue.** League shall be entitled to retain one hundred percent (100%) of gross receipts received by League or its designated merchandise concessionaire for the sale of Merchandise (defined in Section 9.2(b)) (“Merchandise Revenue”). League shall be responsible for all costs associated with Merchandise operations.

(d) **Parking Revenue.** Authority shall be entitled to retain one hundred percent (100%) of gross receipts received by Authority from parking in the Parking Areas during the Use Period (“Parking Revenue”). Authority shall be responsible for management and operation of all Parking Areas for Team Events, including all staffing, as a League Expense.

3.6 **Team Event Settlement.**

(a) **Ticket Sales Report.** League shall provide Authority with a final Facility Fee and Ticket Surcharge report promptly following conclusion of each Team Event. The Ticket sales report shall serve as the basis for settlement after each Team Event, as provided for below.

(b) **Team Event Settlement Statement.** No later than forty-five (45) days following the end of each Team Event, Authority shall provide League with an accounting including all League Expenses incurred in connection with such Team Event (the “Team Event Settlement Statement”).

(c) **Settlement.**

(i) **Team Events.** League and Authority shall settle such amounts as set forth on the Team Event Settlement Statement no later than ten (10) business days following delivery of the Team Event Settlement Statement. League payment obligations for League Expenses for each Team Event shall be deducted from the Event Deposit. If a balance remains due from League after application of the Event Deposit to League Expenses for such Team Event, then League shall pay the amount of such balance to Authority. If a balance of the Event Deposit remains after application of the Event Deposit to League Expenses for such Team Event, then Authority shall refund such balance to League. League may request records detailing Authority’s calculation of League Expenses as shown on the Team Event Settlement Statement. Either responsible Party shall make a wire transfer in the sum equivalent to the balance on the Team Event Settlement Statement within two (2) business days.

(ii) Non Team Event Days. Any amounts due or payable hereunder that are reasonably required by League operations or requested by League during non-Team Event days (not including Special Events) shall be remitted to the appropriate recipient within thirty (30) days following the date such expenses are incurred, as identified in writing to the other Party (along with reasonable supporting documentation), or the date that the remitting Party receives amounts due and payable to the other Party, as applicable.

(d) Books and Records; Audit Rights. The Parties shall keep at their respective offices, in the Venue or otherwise, complete, true and accurate books of account, records and contracts including sales, revenues, costs, and expenses containing complete information as to the matters required to be included in Team Event Settlement Statements and ticket Audits, as may be required of each Party, as applicable, under Florida Statutes, Chapter 119 (the "Public Records Law"). The Parties may, at any reasonable time during the Term, upon no less than fourteen (14) days prior notice, and for a period of three (3) full years after the expiration or earlier termination of this Agreement, cause a complete audit during regular business hours of each Parties books and records relating to use of the Licensed Area, the Venue or the Parking Areas, or any amounts due or payable, under the terms of this Agreement for the Term or any portion thereof. If such audit shall disclose a liability for amounts owing to either Party for any such period that is in excess of any amount actually paid by either Party during such period, then the Party that owes such difference forthwith shall pay to other Party the amount of such liability. The Party requesting the audit shall pay the cost of the audit; provided, however, that if the audit demonstrates that the amount of any overpayment or underpayment, resulted from overstatement of amounts payable, or understatement of amounts payable, by more than five percent (5%), then the responsible Party shall reimburse the other Party the cost of such audit.

Article 4

DEFAULT AND REMEDIES

4.1 Event of Default. The following events will constitute an event of default under this Agreement (an "Event of Default") by the defaulting Party:

(a) Such Party fails to make any payment when due under this Agreement within ten (10) days after receiving written notice of such failure from the non-defaulting Party;

(b) Such Party fails to comply with any of the material terms and conditions of this Agreement within thirty (30) days after receiving written notice of such failure from the non-defaulting Party (or within such longer period as reasonably may be required to cure such failure, as long as the defaulting Party is diligently pursuing the cure of such default, not to exceed ninety (90) days from the date of such default);

(c) Such Party terminates this Agreement other than upon expiration of the Term, or upon Permitted Termination Event, or as otherwise expressly permitted under this Agreement;

(d) Such Party makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver of or trustee for it or any substantial part of its property, commences any proceeding relating to such Party under any reorganization, arrangement, readjustment of debt, dissolution or

liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against such Party by any such action or proceeding, and such action or proceeding remains undismissed for a period of sixty (60) days; or

(e) Such Party cancels, or by willful misconduct or breach of this Agreement causes the cancellation of, any Team Event except as otherwise expressly permitted in this Agreement.

Notwithstanding the foregoing, following any Event of Default, any action seeking equitable relief or legal remedies by the non-defaulting Party against the defaulting Party, or any related counter-claim by the defaulting Party against the non-defaulting Party, shall be held in abeyance during any period in which the parties are engaged in active, good faith negotiations to resolve a bona fide dispute relating to such Event of Default.

4.2 **Remedies.** Following an uncured Event of Default by a Party, the non-defaulting Party may elect, at its sole option, upon written notice to the defaulting Party, to the extent permitted by applicable law:

- (a) To terminate this Agreement;
- (b) To exercise all other rights and remedies available at law or in equity on account of such Event of Default, which may include, but not limited to, claim for recovery of damages, subject to the limitations set forth in Section 4.3 below (Indirect Damages); and
- (c) To bring an action for declaratory or injunctive relief or for specific performance for enforcement of the defaulting Party's obligations, if such Event of Default is a result of a breach of the covenants set forth in Section 1.4 (Exclusivity) or Section 19.9 (Confidentiality/Public Records).

Notwithstanding the foregoing, in the event of a Permitted Termination pursuant to Section 1.5(b), clause (ii), League shall pay to Authority a termination fee equivalent to the sum of \$30,000 per Team Event not played for the remainder of the Term, (the "Termination Fee") which shall be deemed liquidated damages for such Permitted Termination. Authority shall exercise commercially reasonable efforts to rebook or reschedule events with comparable or greater net revenues at the Venue on dates previously reserved to League but which are not used following such Permitted Termination in order to mitigate any liquidated damages paid by the League as its Termination Fee (each, an "Unused Event Date"). If Authority schedules an event with comparable or greater net revenues on any Unused Event Date, then, within thirty (30) days following conclusion of such event, Authority shall refund to League that portion of the Termination Fee attributable to such Unused Event Date. For purposes of illustration only, if League terminates this Agreement as a Permitted Termination pursuant to Section 1.5(b), clause (ii), after the second Team Event of the second Season, then seven (7) Team Events out of a total of fifteen (15) Team Events for the Term will have been played, leaving eight (8) Team Events remaining un-played. Under this scenario, the resulting Termination Fee would be \$240,000 minus any refunds owed pursuant to this Section 4.2(c) (8 un-played Team Events x \$30,000 per Team Event = \$240,000 minus any refunds owed for each individually scheduled event with comparable or greater net revenues).

Subject to the provisions of this Section 4.2, each right or remedy of Authority and League provided for in this Agreement shall be cumulative of and shall be in addition to every other right or remedy of Authority or League provided for in this Agreement, and the exercise or the beginning of the exercise by Authority or League of any one or more of the rights or remedies provided for in this Agreement shall not preclude the simultaneous or later exercise by Authority or League of any or all other rights or remedies provided for in this Agreement or hereafter existing at law or in equity, by statute or otherwise. League acknowledges that, except as otherwise expressly set forth in this Agreement, it has no abatement or offset rights or remedies, and does hereby waive all such rights.

4.3 **Indirect Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY PROVISION OF THIS AGREEMENT FOR LOST OR PROSPECTIVE PROFITS, OR FOR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR OTHERWISE, WHETHER OR NOT CAUSED BY OR RESULTING FROM SUCH PARTY'S OWN, SOLE OR CONCURRENT NEGLIGENCE OR THE NEGLIGENCE OF ITS AFFILIATES OR RELATED PARTIES; PROVIDED, HOWEVER, THAT THE FOREGOING WAIVER SHALL NOT APPLY TO THE EXTENT OF ANY CLAIM RELATING TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, OR TO A PARTY'S KNOWING AND INTENTIONAL BREACH OF SECTION 19.9 (CONFIDENTIALITY/PUBLIC RECORDS). NOTHING HEREIN SHALL BE DEEMED A WAIVER OF SOVEREIGN IMMUNITY RIGHTS PURSUANT TO FLORIDA STATUTES 768.28.

Article 5 **PRODUCTION**

Subject to the requirements of Exhibit E, League shall own all rights to, and control the content elements for, the presentation of the Team Events and ancillary activities permitted under this Agreement, including the production elements displayed on or near the Playing Field and sponsorship messaging. Notwithstanding the foregoing, Authority shall have the right to run during Team Events (i) public safety messages and public service announcements (including notices of services available at the Venue), (ii) its own promotional messages for other events at the Venue, (iii) LED promotional messages and sponsorship messages in accordance with the terms described in Exhibit E of this Agreement, provided, however, that no such promotional messages are run on or near the Playing Field. Authority's messaging as permitted pursuant to clauses (i) and (ii) above shall not unreasonably interfere with League's production or presentation of the Team Event or rights relating to Sponsorships (defined in Section 10.1) sold by League, and shall be coordinated in advance with League where reasonably possible. Furthermore, Authority shall have the right to run emergency messages at any time, as may be considered prudent or required by law in the event of an emergency. League hereby covenants that no aspect of any Team Event will violate any applicable laws, ordinances, and/or government regulations or create a foreseeable danger to the public, the Venue (other than such dangers that are inherent and routine in the performance of a live professional football sporting event) or the Parking Area. League shall not conduct any fireworks displays of any type at the Venue or Parking Area without the prior written approval of Authority (which shall not be unreasonably withheld), the City of Tampa Fire Department, and any other governmental agency having jurisdiction over such activities, to the extent such approval is required by applicable law.

Article 6

SEATING AND TICKET SALES

6.1 Seating.

(a) **Seating Designations.** The Venue has a maximum seating capacity of 65,890 seats as configured for football game presentations. For each Team Event, Authority shall maintain a minimum of 40,000 seats in the Venue. League initially intends to close off seating in the upper bowl areas of the Venue during Team Events. League may request the opening of one or both upper bowl areas for ticket sales upon seventy-two (72) hours prior notice to Authority. Certain portions of the Venue are accessible to or may be adapted for offering of premium events, privileges, services and amenities that may be included as part of a Ticket holder's Team Event experience (the "**Premium Amenities**"). League may designate General Seating at the Venue during Team Events for seating with or without Premium Amenities, as may be set forth in its Ticket Manifest. For purposes of such seating designations:

(i) "**Ticket**" is the physical or digital evidence of a holder's license to attend the Team Event specified therein, and for use and occupancy of a specified seat or designated seating area at the Venue for such Team Event, subject to the terms and conditions stated therein.

(ii) "**Ticket Manifest**" is League's schedule identifying proposed seating and related Ticket categories to be offered for the upcoming Season, showing seating as General Seating or Suites, as applicable, the face amount Ticket price for each seat, the Ticket Surcharge and the Facility Fee applicable to each Ticket.

(iii) "**General Seating**" consists of the approximately 40,000 seats located within the Venue as League may include on the Ticket Manifest, exclusive of Suites.

(iv) "**Suites**" are the enclosed private boxes (including the Hall of Fame Clubs) as now or hereafter located within the Venue providing related Premium Amenities and multi-seat viewing of events at the Venue.

(v) "**League Suites**" are those four (4) Suites that Authority shall designate and make available to League on a complimentary basis for use by League. Such Suites shall not be sold by the League.

(vi) "**Bucs Suites**" are all Suites other than the League Suites.

(b) **Ticket Manifest; League Suite Selection.** On or before August 1 prior to each Season, Authority shall provide League with a seating chart indicating Authority's seating capacity for General Seating and Suites. League will have until December 1 prior to each Season to provide Authority with its Ticket Manifest for the forthcoming Season. In addition to the League Suites, League may request from Authority use of non-licensed or otherwise available Suites, on such terms and conditions as League and Authority may agree; provided, however, that Authority makes no assurance that any Suites may be available for League's use.

(c) **Seating Changes.** Once the Ticket Manifest is delivered to Authority, Authority may not alter the location or number of available seats in General Seating or Suites unless

otherwise provided for in the Stadium Agreement, without League's prior written consent, which may be granted or withheld in its sole discretion, except to the extent that seating changes may be required (i) due to safety or emergency maintenance issues that are not caused by League, or (ii) in order to comply with governmental requirements first applicable to the Venue subsequent to Authority receiving the Ticket Manifest (collectively, a "Permitted Seating Change"). In the event seating changes are required due to a Permitted Seating Change, League will exercise good faith efforts to accommodate such Permitted Seating Change through reassignment of season Ticket holders to reasonably equivalent seating consistent with the Permitted Seating Change. Notwithstanding anything in this Section 6.1(c) to the contrary, League shall have the right to alter the Ticket Manifest up until December 31 prior to each Season provided such changes do not have a material impact on existing seating numbers or Venue configuration.

6.2 Ticket Pricing and Sales.

(a) General Seating. Except to the extent otherwise provided in this Section 6.2 below: (i) League shall control availability of Tickets to Team Events for General Seating, (ii) League, in its sole discretion, shall determine from time to time the pricing and other terms of sale for Tickets, including, but not limited to, the pricing and scope of Premium Amenities, and (iii) League's pricing and sale of General Seating, including whether and to what extent Premium Amenities may be offered, shall be at League's sole discretion.

(b) Premium Amenities. The League shall have approval rights, in its sole discretion, over any proposed privileges, services, amenities that are to be offered in the Suites, to the extent that such privileges, services and amenities, shall involve League, any of its players, or any League fan experience. All costs associated above from privileges, services and amenities are the responsibility of League.

(c) Miller Lite Party Deck. League acknowledges that Authority has granted J.J. Taylor Distributing Florida Inc. ("J.J. Taylor") a first right of refusal to purchase Tickets for seating in the Miller Lite Party Deck. Prior to the commencement of each Season, League agrees to offer Season Tickets for seating in the Miller Lite Party Deck to J.J. Taylor before offering such Tickets on a Season or Team Event basis for sale to the public. To the extent that J.J. Taylor does not purchase such Season Tickets within thirty (30) calendar days following such offering, then League thereafter shall have the right to offer such Tickets on a Season or Team Event basis for sale to the public.

(d) Pricing of Tickets. Pricing of Tickets shall be controlled by League, provided however that Tickets allocated to seating in Suites shall be priced no higher than the highest priced Ticket for General Seating, without Premium Amenities. Suite holders shall have the right to purchase Tickets for seating in such Suites for Team Events. League shall not have the right to sell Tickets for seating in Suites to persons that are not Suite holders unless permitted by Authority.

(e) Ticketing Agent. With the exception of tickets in the Suites, League shall engage its own ticketing agent for all Ticket sales, both on-premises at the Venue, and off-premises from the Venue, and through the use of digital and/or mobile ticketing technology, including, but not limited to, the delivery of digital tickets to a mobile device or smartphone for use in lieu of traditional paper tickets, "print at home" tickets, or .pdf electronic tickets ("Mobile Ticketing").

League will provide (or cause its ticketing agent to provide) all necessary Ticket operations staff, including staffing to sell Team Event Tickets at designated Ticket windows at the Venue on each Team Event. League's ticketing agent shall be entitled to furnish, install and maintain at the Venue the technology and infrastructure to support Mobile Ticketing, at its sole cost and expense.

6.3 **Ticket Refunds.** League shall be responsible for providing all ticket refunds and resolving all other related customer service Ticket issues, at its sole cost and expense. League shall provide to Authority its Ticket Refund Policy. League shall maintain (or cause its ticketing agent to maintain) the ticket information phone lines to handle customer service and ticketing related issues.

6.4 **Complimentary Tickets.** League shall make available to Authority, for each Team Event, Tickets associated with seating for the Hall of Fame Clubs (up to 750 Tickets), the TSA Suites (36 Tickets) and the Buccaneers Owners Suite (36 Tickets), each of which shall be complimentary. League additionally shall make available to Authority 100 League Seats (locations to be mutually agreed by the Parties) on a complimentary basis for each Team Event for Authority's discretionary use. Authority shall be solely responsible for distributing the aforementioned complimentary Team Event Tickets and passes. League shall have the right, in its discretion, to designate and issue other complimentary tickets to each Team Event. No Tickets shall be offered for re-sale/scalping; provided however, bona fide trade uses shall not constitute a violation of this provision. Complimentary Tickets shall not be subject to Ticket Surcharges or Facility Fees.

6.5 **Applicable Taxes, Facility Fees, Ticket Surcharges.** League shall comply with all laws, rules and regulations of any governmental entity relating to the collection and payment of Applicable Taxes, Facility Fees and Ticket Surcharges imposed on revenues collected by League, and shall pay or remit such Applicable Taxes, Facility Fees and Ticket Surcharges when due. Authority shall comply with all laws, rules and regulations of any governmental entity relating to the payment of Applicable Taxes imposed on revenues collected by Authority, or otherwise imposed on Authority in connection with its ownership of the Licensed Area when due. "Applicable Taxes" means all applicable taxes or assessments payable in connection with revenues, expenses, and any taxes or fees imposed by any municipal, state or federal authority, and any credit card or other fee for processing transactions payable to a third party.

Article 7 **PERSONNEL**

7.1 League's Personnel.

(a) League shall provide and pay for all athletes and any other personnel required for the Team Events not otherwise provided by Authority as set forth on Exhibit C. League may also provide its own additional operational personnel for the Team Events in addition to personnel provided by Authority. League's personnel shall not interfere with the activities of Authority or Authority's personnel. Any such personnel provided by League shall be under the sole control of League and shall be utilized at the sole cost and expense of League. League, at its own cost, may provide medical and first aid services to athletes, League field staff personnel and League

employees during the Use Period (all other medical services, including for members of the general public, being the responsibility of Authority).

(b) Notwithstanding anything in this Agreement to the contrary, but subject to Authority's approval (not to be unreasonably withheld, conditioned or delayed), League shall have the right to supplement Authority's staffing at the Venue and Parking Area with such additional non-security and/or non-facility maintenance personnel hired directly by League at its sole cost and expense, as League may deem necessary or desirable to enhance the presentation, performance and conduct of Team Events, and in such cases, such additional personnel shall constitute League's Invitees for all purposes hereunder.

7.2 **Authority Personnel.** Authority shall provide, or cause to be provided, the staff set forth on Exhibit C to operate the Venue and Parking Area for each Team Event. The costs of all such staff shall constitute a League Expense. Authority shall ensure that, during each Use Period, logo and trademark displays on headwear and clothing (other than shoe brand logos located on footwear) worn by such staff (not including police, fire and EMS staff) and Food and Beverage concession workers shall be limited to branding for Raymond James Stadium, Tampa Bay Buccaneers or Tampa Sports Authority; provided, however, that authorized service providers and contractors may wear shirts or uniforms identifying their applicable service companies. League may request during each Use Period that staff and concessions workers wear supplied vests, jackets or blazers carrying XFL Team or League branding over their regular uniforms or attire. Authority, in its sole discretion shall have the right to approve such requests.

7.3 **Safety and Security Personnel.**

(a) Authority is responsible for contracting with the City of Tampa, Hillsborough County, Florida, and Florida Highway Patrol, and other law enforcement agencies, as applicable, at League's sole cost and expense, to secure the appropriate and customary number of police, fire and public safety officers within and outside the gates of the Venue, and within and outside the Parking Areas, as shall be reasonably necessary or appropriate to maintain and ensure public order and safety in and around the Venue and the Parking Areas and on property otherwise under Authority's control for each Team Event, including, but not limited to, during egress and ingress to the Venue and Parking Area for the Team Events and related activities, and during load in and load out of the Venue or Parking Area. Authority shall also be responsible for (i) determining the staffing levels and patterns and the inspection and approval of security measures and personnel, and (ii) ensuring that an appropriate number of medical personnel (including, but not limited to, ambulance services) are available at all Team Events to address possible medical emergencies of the general public.

(b) During any Use Period, Authority shall provide such security personnel within and outside the gates of the Venue, and within and outside the Parking Areas, as shall be reasonably necessary or appropriate to maintain and ensure public order and safety in and around the Venue and the Parking Areas and on property otherwise under Authority's control. The expense for all security approved in accordance with this Section 7.3 will be borne by League. Security activities include, but are not limited to, security personnel to operate metal detectors at all guest entrances and to secure the Playing Field and Venue Equipment.

(c) League will be responsible for coordinating with the Federal Aviation Administration to establish temporary flight restrictions (i.e., a “no-fly zone”) during Team Events to the extent Team Event attendance has reached FAA’s applicable “national attraction” threshold.

Article 8 **PARKING**

8.1 Parking Areas.

(a) Authority will provide at no cost to League a mutually agreeable number of parking spaces in the Parking Areas depicted on attached Exhibit B (the “Parking Areas”) for League’s use, but in any event, not less than 250 spaces during Team Events (at least 100 spaces located in Lot D, and at least 150 spaces located in Lot 5). League shall be provided hospitality space in the Parking Areas, in accordance with Section 1.1(a)(xviii).

(b) League shall pay Authority for any use in the Parking Areas above and beyond the rights provided in Section 8.1(a) above at the standard parking rates, which shall be League Expenses as provided in Section 3.1, and subject to Team Event Settlement as provided in Section 3.6.

(c) In addition to League’s parking rights provided pursuant to Section 8.1, Authority shall provide parking for at least 4,000 cars during the Use Period in the Parking Areas. Use of the Parking Areas by persons attending the Team Events shall be subject to Authority’s charges. The cost of general/standard parking and “VIP” or “Preferred” parking shall be determined from time to time consistent with Authority’s routine and normal business practices. Authority will produce, at League’s expense, Team Event parking passes for lots that Authority controls (as opposed to lots under third-party control), and Authority will allow League to offer its input regarding the layout and content of such parking passes (which may not, however, include sponsor logos).

(d) Authority agrees to work in good faith with League to identify opportunities to bundle and/or provide discounts on parking to season ticket holders or other fans as part of any League promotion (collectively, “Parking Discounts”). If, however, League and Authority are unable to reach agreement with respect to any Parking Discounts, Authority shall nonetheless honor, and cause its parking lot operator to honor, any Parking Discounts offered by League as part of any League promotion, provided that League shall pay Authority the difference between the retail cost of the parking provided in connection with the Parking Discounts and the amount collected by Authority for same as a result of the Parking Discounts (the “Parking Discount True-Up Amount”). Such Parking Discount True-Up Amounts shall be considered a League Expense pursuant to Section 3.1(c).

Article 9 **CONCESSIONS**

9.1 Food and Beverage.

(a) Authority controls, and is responsible for the management operations of all food and beverage and other concessions at the Venue and the Parking Areas, pursuant to its rights

under the Stadium Agreement, and Authority is responsible for all costs associated with concession operations. All food and beverages consumed within the Venue or in the Parking Areas before, during or after any Team Event must be sold by Concessionaire, unless otherwise approved by Authority. All food and beverage pricing is as determined by Authority and shall not be subject to League approval unless otherwise agreed between League and Authority. All revenue from food and beverage sales on Team Events shall be collected by the Concessionaire for the account of Authority. Other than as specifically approved by Authority or permitted by Stadium Agreement, League may not provide, or otherwise give away, food or beverage at the Venue or in the Parking Areas before, during or after any Team Event; provided, however, that League sponsors may provide complimentary product samples (not to exceed 2 ounces per serving). Ticket holders shall not bring food or beverages inside the Venue that are not purchased inside the Venue or in the Parking Areas. Any catering at any Team Event must be sold by the Concessionaire except to the extent agreed between League and Authority. Concessionaire will provide all catering or other food services requested by League, at such cost as may be agreed between League and Authority, for consumption in the locker rooms, dressing areas, field areas, broadcast production areas, offices, medical and other non-public areas of the Venue. Pursuant to the rights under the Stadium Agreement, League shall not sell food and beverage related items to the general public in Hospitality Tents without the prior written approval of Authority.

(b) Authority agrees to work in good faith with League to offer food and beverage package deals and discounts to season ticket holders or other fans as part of any League promotion or otherwise, including, without limitation, an all-inclusive option where all items on a select menu are included in the cost of a ticket, and identify other opportunities to provide discounted food and beverage options to patrons (collectively, “F&B Discounts”). If, however, League and Authority are unable to reach agreement with respect to any F&B Discounts, Authority shall nonetheless honor, and cause its Concessionaire to honor, any F&B Discounts offered by League as part of any League promotion, provided that League shall pay Authority (for remittance to Concessionaire provided such amounts are not in dispute by League) the difference between the retail cost of the food and beverage provided in connection with the F&B Discounts and the amount collected by Concessionaire for same as a result of the F&B Discounts (the “F&B Discount True-Up Amount”). F&B Discount True-Up Amounts shall be considered a League Expense pursuant to Section 3.1(c).

9.2 Merchandise.

(a) During the Term, League shall have the right, at its sole cost and expense, to sell Merchandise (defined below) from permanent walk-up locations within the Venue (located adjacent to concessions stands), and from retail kiosks or similar “pop-up” points of sale within and about the Venue or the Licensed Areas (the “Merchandise Outlets”) during Team Events, but shall not have access to or use of the Venue’s main Buccaneers Merchandise Outlets (“Team Store(s)”), as defined in the Stadium Agreement, located in the Venue or Parking Areas. League or its designated Merchandise concessionaire shall be solely responsible for the management and operation of all Merchandise Outlets during Team Events. League shall have the right to supply and utilize at each of the Merchandise Outlets, or cause its designated Merchandise concessionaire to supply and utilize at each of the Merchandise Outlets, a point-of-sale system, including all necessary hardware, software and credit card processing devices, for the processing and recording of Merchandise sales transactions. Authority will not permit the sale of Buccaneers-branded

merchandise, except in the main Buccaneers “team stores”, within the Licensed Area during Team Events.

(b) “Merchandise” shall mean all novelties, programs and souvenirs traditionally sold at sporting events and bearing some reference or relationship to the Team, Team Event, or League, including, but not limited to, clothing such as caps, T-shirts, and jackets, binocular rentals, blinkie/glow lights, printed materials such as posters, signs and photo albums, in each case pertaining to current Season collections. “Merchandise” shall not include food and beverages of any type, tobacco products, programs and merchandise that bears no relation to the Team, Team Event, or League. Neither Authority nor any of its affiliates, agents, contractors or employees, shall sell or give away, or permit the sale or giving away, of any non-consumable merchandise at the Venue, the Licensed Areas, or the Parking Area) on a Team Event, unless otherwise provided within the Stadium Agreement.

Article 10

ADVERTISING, PROMOTION, AND SPONSORSHIP

10.1 **Promotional Standards.** Notwithstanding anything to the contrary set forth in this Agreement, the rights, reservations and obligations of Authority and League relating to Sponsorships (defined below), marketing and advertising at the Venue or in the Licensed Areas, shall be subject to the promotional standards as set forth on Exhibit E attached hereto (collectively, the “Promotional Standards”). As used in this Agreement, “Sponsorships” means sponsorships, activations and/or other like corporate partnerships for the Licensed Areas with related advertising, including, but not limited to, fixed and rotational scoreboard signage, signage outside the Venue, field wall signage, video scoreboard branding and advertising, concourse signage and all pre-game, in-game, post-game and team sponsorships and activations including but not limited to game night promotions, interactive fan games and contests, and all premium giveaway promotions.

10.2 Distribution of Items.

(a) During Use Periods, League shall be permitted to distribute any free souvenirs, novelties, programs or promotional materials of any nature or kind (collectively, “Promotional Materials”), subject to the approval of Authority, and except to the extent prohibited by applicable law.

(b) Authority shall use commercially reasonable efforts to ensure that no third parties are distributing any Promotional Materials in the Licensed Areas, within the Venue other than League and Authority’s agents as authorized in this Agreement.

(c) Neither Authority nor League shall collect donations or solicit or knowingly permit the solicitation of persons for donations in the Licensed Areas, within the Venue in violation of applicable law.

10.3 Promotion of Team Events.

(a) League is solely responsible for marketing, social media and media buying activities to promote and advertise the Team Events. Authority agrees to exercise commercially reasonable efforts to promote League, the XFL and Team Events in Authority’s printed, internet

or broadcast promotional materials and schedules, by way of illustration and not limitation, Authority's public address system, video screens and electronic displays, email marketing advertisements and other available marketing tools and resources, subject to League's consultation and prior written approval, subject, however, to any limitations on such actions pursuant to the Stadium Agreement. Authority further agrees to cooperate in good faith with League to develop marketing partnerships and opportunities with local media outlets to promote League, the XFL and Team Events, including, but not limited to, providing League, at no cost to League, media contacts in the Tampa/St. Petersburg market (radius of one hundred (100) miles from the Venue). Such efforts will include, by example, but not limited to, development of select promotion and advertising for XFL on a "stand-alone basis" (i.e., advertising content not tied to another sponsor, event or advertiser) during Non-Team Event days and through use of Authority's digital (e.g., RJ Stadium website), social (e.g., @RJStadium Twitter account), and any other marketing assets (e.g., email distribution lists).

(b) For purposes of facilitating the collaborative efforts of League and Authority as described in Section 10.3(a) above, League grants to Authority a royalty-free, non-transferable license to copy, display, and distribute League's intellectual property with respect to League's logos, photographs, animations, game highlights, and statistics solely for the limited purpose of promoting League and Team Events through Authority's print materials, billboards, website(s) and social media account(s) associated with the Venue, all in accordance with the terms of this Agreement. The foregoing license shall not include the right to copy, display, distribute or disseminate live display or playing of any Team Event or other XFL events, or any recording of a Team Event or XFL events, except for game highlights provided to Authority by League or as otherwise approved by League. All promotion materials, media and methods shall be subject to League's prior review and approval. In all printed, radio and television promotional matter relating to the Team Events, the Team Events shall be referred to in a form provided by League. In all printed, radio and television promotional matter relating to the Team Events which refers to the Venue, the Venue shall be referred by such name as Authority reasonably designates in advance in writing from time to time.

Article 11

RECORDING AND BROADCASTS

11.1 **Media Rights**. All Media Rights (defined below) are hereby reserved to and shall at all times remain the property of League without any further consideration due or owing to Authority. For the avoidance of doubt, League's use of its Media Rights shall be consistent with the requirements of Exhibit E. League's Media Rights shall survive any expiration or termination of this Agreement. "Media Rights" means, with respect to radio, television, Internet or World Wide Web (including by audio and/or video streaming), audio-visual program transmission or retransmission, publishing, display, satellite, and any and all other communications media, whether presently existing or hereafter developed and regardless of the method of transmission or retransmission, throughout the universe, the following rights:

(a) the exclusive right to broadcasting, transmission, retransmission, display, publishing or other dissemination of all or any part of all Team Events and activities related thereto;

(b) the exclusive right to broadcasting, transmission, retransmission or other dissemination of Team Events by any means of VHF, UHF, Internet, or any other method of transmission, retransmission or other dissemination whether presently existing or hereafter developed (whether broadcast, cable, microwave, satellite, over-the-air, fiber optics or otherwise), of television, audio, visual or other sensory signals, and shall be deemed to include, but not limited to, premium and basic television service, cable television, over-the-air pay television, broadcast network, weblet, multipoint and multichannel distribution system television, direct broadcast satellite television, subscription television, pay-per-view television, master antenna and satellite master antenna television, low power television, closed circuit television and any other electronic or digital media such as computer distribution or computer on-line application;

(c) the non-exclusive, royalty-free license to use the name, likeness and image of the Venue solely in connection with the rights enumerated in clauses (a) and (b) hereof and to disseminate the name of the location of the Team Event (e.g., XFL at Raymond James Stadium), and following the term of this Agreement, to continue to include reference to the name and likeness of Raymond James Stadium for historical and promotional purposes.

(d) the reasonable right to (i) display branding and signage in camera-visible and other locations as any broadcaster of Team Events shall determine at the Venue and the Licensed Areas advertising such broadcaster, and (ii) electronic insertion and deletion rights with respect to the broadcast, transmission, retransmission or other dissemination of Team Events consistent with Exhibit E.

(e) except to the extent otherwise expressly granted in this Agreement, the exclusive right to photograph, publish, film, televise, tape, radio broadcast and record in analog, digital or other forms of recording, whether presently existing or hereafter developed, the Team Events and activities related thereto; and

(f) subject to any specific provision of this Agreement to the contrary, the right to select and control all production facilities and personnel necessary to exercise the rights enumerated in clauses (a) - (e) above.

11.2 Broadcast Compound; Broadcast Costs. Authority shall provide all broadcast transmission facilities, utilities and ancillary support services at the Venue (the "Broadcast Compound") necessary for League, League's agents and third-party rights holders to hook up their broadcast vehicles to the electrical and broadcasting connections made available by Authority at the Venue in order to achieve network and cable television color broadcast of professional football games and ancillary activities permitted under this Agreement, both during daytime and nighttime. League shall pay for any costs or expenses relating to the Team Event required to provide and manage such transmission facilities, utilities and support services, as well as any additional reasonable and documented, direct, out-of-pocket costs and expenses (including labor, utilities and services) associated with any services required by League or its agents above this scope. If Authority does not or cannot provide the Broadcast Compound as League determines, in its sole and absolute discretion, and it is necessary for League to achieve such broadcast, then, but not limited to of any other rights of League set forth in this Agreement, League shall have the right, at League's cost, to furnish such facilities, utilities and services for such purpose.

11.3 **Cooperation with Broadcasters.** Authority shall reasonably cooperate with League to coordinate League's broadcast and media partners and representatives to help facilitate broadcasts of Team Events.

Article 12

TRANSFER

Without the prior written consent of the other Party, which consent may be withheld in its sole discretion, neither Party may sell, assign, sublicense, re-license or otherwise transfer this Agreement or any of its rights and obligations hereunder to any Party other than (a) its parent company, (b) a wholly-owned subsidiary or affiliate thereof, (c) any party which shall purchase all or substantially all of the assets of League or the Team, (d) any successor to League by merger in consolidation, and (e) any entity which directly or indirectly (through one or more intermediaries) controls, is controlled by or is under common control with League. Should either Party transfer its rights as permitted hereunder, the transferring Party shall give the non-transferring Party written notice and a copy of said assignment a minimum of ten (10) business days prior to the date assignment is made. Any attempt by League to sell or assign this Agreement or any rights hereunder except as permitted hereunder shall constitute a default hereunder and entitle Authority to terminate this Agreement immediately. In connection with any transfer of this Agreement (whether permitted pursuant to this Article 12 or by reason of the other Party's consent), such transfer shall constitute a default hereunder and entitle the other Party to terminate this Agreement immediately unless (x) the transferring provides the other Party with prior written notice of the name and address of the transferee, and (y) such transferee assumes all of the duties and obligations of the transferring Party hereunder, in a writing reasonably acceptable to the other Party.

Article 13

DAMAGE AND DESTRUCTION

13.1 Damage Liability.

(a) Reasonable wear and tear and events of casualty and condemnation excepted, League agrees not to damage, mar, nor in any manner deface the Venue or Parking Area, the sub-surface irrigation infrastructure of the Playing Field or Authority's equipment, and not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building, Parking Area or equipment, nor shall League make or allow to be made any permanent alteration or improvement to the Venue and Parking Area or any other portion of the Venue of any kind therein (i) without the prior, express written permission of Authority, which may be withheld in Authority's reasonable discretion, or (ii) unless expressly permitted under this Agreement. Reasonable wear and tear excepted, League shall be liable to Authority for the actual, documented, out-of-pocket cost of repairing any damage to any portion of the Venue or Parking Area caused by any negligent act or negligent omission of League, or any damage caused by any of League or League's Invitees, except to the extent caused by the negligent act or negligent omission or willful misconduct of Authority or any of Authority Indemnity Parties (defined in Section 17.1), and subject to the mutual waiver of subrogation in this Agreement.

(b) In connection with the Team Event Settlement Statement referenced in Section 3.6, Authority shall report to League the cost, if any, to repair or replace any damage and/or destruction

to the Venue, Parking Area, the sub-surface irrigation infrastructure of the Playing Field, or otherwise, including lost or stolen property as described in Section 13.2 (collectively, the “Repair Costs”). League shall be responsible for all Repair Costs, subject to the liability limitations set forth in Section 13.1(a).

13.2 Property Owned by League. Authority shall have no liability for loss of any property owned by or under the control of League or any of League’s Invitees located in the Venue or Parking Area that is damaged, destroyed or otherwise lost or stolen, unless such damage or destruction is caused by the negligence or willful misconduct of Authority, its employees, members, officers, contractors, subcontractors, agents, vendors, guests or invitees.

13.3 Property Owned by Authority. League shall have no liability for loss of any property owned by or under the control of Authority or any of its employees, members, officers, contractors, subcontractors, agents, vendors, guests or invitees located in or about the Venue or Parking Area that is damaged, destroyed or otherwise lost or stolen, unless such damage or destruction is caused by the negligence or willful misconduct of League or any of League’s Invitees, subject to the liability limitations set forth in Section 13.1(a).

Article 14

CASUALTY DAMAGE

If all or any portion of the Venue shall be damaged or destroyed, whether due to fire or other casualty or to construction defects or any other reason, to the degree that prevents or substantially interferes with a Team Event for a period of thirty (30) days or more, then Authority and League shall each have the option to terminate this Agreement upon written notice to the other Party, specifying a date of termination of this Agreement not to exceed one (1) year from the date of such damage, and the use fees due up to the date of termination to Authority shall be equitably apportioned as of the date of the damage.

Article 15

CONDEMNATION

If all or any part of the Licensed Area or the Venue is Taken in Condemnation Proceedings, then Authority and League shall determine in their good faith reasonable discretion, within a reasonable time after such Taking, whether the remaining Licensed Area or Venue can economically and feasibly be used by League for the Licensed Use. If it is agreed that such remaining Licensed Area or Venue cannot economically and feasibly be used by League, then this Agreement shall terminate as of the Taking and any remaining Fees then due and payable shall be paid to the date of such termination. “Taken” or “Taking” means the event and date of vesting of title to the Licensed Area, the Venue, or any part thereof or any other property interest therein pursuant to the Condemnation Proceedings. “Condemnation Proceedings” means any action brought for the purpose of any taking of the Licensed Area, the Venue, or any part thereof or any other property interest therein by governmental authority as a result of the exercise of the power of eminent domain, including a voluntary sale to such authority either under threat of condemnation or while such action or proceeding is pending.

Article 16 **INSURANCE**

16.1 **League's Insurance.** League shall maintain in full force and effect during the Term, at its own cost and expense, insurance policies and coverage requirements as set forth on attached Exhibit F-1

16.2 **Authority's Insurance.** Authority shall maintain in full force and effect during the Term, at its own cost and expense, insurance policies and coverage requirements as set forth on attached Exhibit F-2.

16.3 **Waivers of Subrogation.**

League agrees to waive all rights of subrogation against Authority as respects loss, damage, claims, suits or demands to the extent such loss, damage, claims, suits or demands are afforded coverage by League's required insurance pursuant to Exhibit F-1 or any other insurance maintained by League. This waiver shall also apply to all deductibles, retentions or self-insured layers applicable to the required or any other insurance maintained by League.

(a) Authority agrees to waive all rights of subrogation against League as respects loss, damage, claims, suits or demands to the extent such loss, damage, claims, suits or demands are, afforded coverage by Authority's required insurance pursuant to Exhibit F-2 or any other insurance maintained by Authority. This waiver also shall apply to all deductibles, retentions or self-insured layers applicable to the required or any other insurance maintained by Authority.

(b) If necessary, each Party agrees to endorse the required insurance policies to permit waivers of subrogation in favor of the other Party as required hereunder.

Article 17 **INDEMNIFICATION REGARDING LICENSED AREA OPERATIONS**

17.1 **Indemnification by League.** To the extent permitted by applicable law, League releases, discharges, holds harmless and, to the fullest extent permitted by law, will indemnify and defend Authority, City of Tampa, Hillsborough County and RJS Stadium, a Commercial Condominium, from and against any and all third party actions, suits, proceedings, judgments, settlements, demands, claims, damages, debts, obligations, costs, liabilities, losses, expenses or other charges whatsoever including, but not limited to, reasonable attorneys' fees and disbursements, and court costs, whether fixed or contingent, actual or threatened, known or unknown, false or fraudulent (collectively, "Claims"), resulting from (a) personal injury or death to a third party (including but not limited to players, coaches, and on-field half time performers) or damage to or loss of property, in each case arising out of or resulting in whole or in part from the negligence or willful misconduct of League or League's Invitees, or (b) in the event of a determination of League's breach of this Agreement, in each case subject to the mutual waiver of subrogation in this Agreement. League's indemnification obligations hereunder shall not apply to the extent such damage or injury results from the negligence or willful misconduct of Authority, its employees, members, officers, contractors, subcontractors, third-party service providers (including but not limited to, parking, life safety and security providers), concessionaires (including, but not limited to, food and beverage providers for any dram shop liabilities and

merchandise concessionaires for any product liabilities (except to the extent such product liabilities arise out of inherent flaws in the condition of Merchandise at the time supplied to Authority or its merchandise concessionaire), agents, vendors, guests or invitees (collectively, "Authority Indemnity Parties"). Nothing herein shall be deemed a waiver of the sovereign immunity provisions of F.S. Section 768.28.

17.2 **Indemnification by Authority.** To the extent permitted by applicable law, Authority releases, discharges, holds harmless and, to the fullest extent permitted by law, will indemnify and defend League and its Successors and Affiliates as defined in Article 12, members, managers, partners, officers, directors, shareholders, agents and employees, from and against any and all Claims resulting from (a) personal injury or death or damage to or loss of property arising out of or resulting in whole or in part from the negligence or willful misconduct of Authority or any of the Authority Indemnity Parties, or (b) in the event of a determination of Authority's breach of this Agreement, in each case subject to the mutual waiver of subrogation in this Agreement. Authority's indemnification obligations hereunder shall not apply to the extent such damage or injury results from the negligence or willful misconduct of League or any of League's Invitees (other than any fans or spectators). Nothing herein shall be deemed a waiver of the sovereign immunity provisions of F.S. Section 768.28.

17.3 **Notice of Claim; Survival.** Each Party shall give the other Party prompt written notice of any claim or suit possibly coming within the purview of any indemnity set forth in this Agreement. Upon the written request of an indemnified party, the indemnifying Party shall assume the defense of any such claim, demand, action or proceeding. The indemnified party shall also have the right to provide its own defense at its own expense, provided the indemnified party shall not settle any claim without the indemnifying Party's consent unless it is willing to release the indemnifying Party from its obligation to indemnify hereunder. Termination of this Agreement shall not affect the continuing obligations of each of the Parties under this Article 17. The obligations to indemnify contained in this Article 17 shall survive the expiration or termination of this Agreement.

Article 18

REPRESENTATIONS AND WARRANTIES

18.1 **Authority's Representations and Warranties.** Authority hereby represents and warrants:

(a) Authority has the right and authority to enter into this Agreement and to perform all the terms, covenants, provisions and conditions herein to be performed by Authority.

(b) All necessary action to authorize the execution and delivery of this Agreement on behalf of Authority has been duly and validly taken, and the person signing this Agreement on behalf of Authority is authorized to do so.

18.2 **League's Representations and Warranties.** League hereby represents and warrants that that:

(a) League has the right and authority to enter into this Agreement and to perform all the terms, covenants, provisions and conditions herein to be performed by League.

(b) All necessary action to authorize the execution and delivery of this Agreement on behalf of League has been duly and validly taken, and the person signing this Agreement on behalf of League is authorized to do so.

(c) League is not a party to any agreements or restrictions which impair or might impair its ability to perform its obligations under this Agreement, and neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms of this Agreement will conflict with or result in a breach of the terms, conditions or provisions of any agreements to which League is now a party or by which it is bound or constitutes a default under any of the foregoing.

Article 19

GENERAL PROVISIONS

19.1 **Governing Law; Venue.** This Agreement, and all actions, causes of action, or claims of any kind (whether at law, in equity, in contract, in tort, or otherwise) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, including but not limited to Florida laws relating to applicable statutes of limitation, without regard to applicable conflicts of laws provisions or principles of comity which would cause this Agreement to be interpreted or governed by the applicable law of any state other than the State of Florida. THE PARTIES VOLUNTARILY AND IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF FLORIDA AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN HILLSBOROUGH COUNTY, FLORIDA, OVER ANY DISPUTE BETWEEN OR AMONG THE PARTIES RELATED TO OR ARISING OUT OF THIS AGREEMENT, AND EACH PARTY IRREVOCABLY AGREES THAT ALL SUCH CLAIMS IN RESPECT OF SUCH DISPUTE SHALL BE HEARD AND DETERMINED EXCLUSIVELY IN SUCH COURTS. THE PARTIES HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS AND HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH DISPUTE RELATED TO OR ARISING OUT OF THIS AGREEMENT BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE.

19.2 **Waiver of Right to Jury Trial.** EACH PARTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVES AND OTHERWISE AGREES NOT TO REQUEST A TRIAL BY JURY IN ANY COURT AND IN ANY ACTION, PROCEEDING OR COUNTERCLAIM OF ANY TYPE AS TO ALL MATTERS RELATED TO OR ARISING OUT OF THIS AGREEMENT. THIS WAIVER IS MADE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AFTER THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.

19.3 **Independent Contractors.** Authority and League are independent contractors, and nothing contained in this Agreement will be construed as establishing an employer-employee or other agency relationship, partnership, or joint venture between them. Notwithstanding anything to the contrary herein, at all times, League shall retain the control of the manner and means of its operations as they relate to the Team Events. To the extent required by applicable

law, each Party shall be responsible for payment of any contributions or taxes for, social security, worker's compensation insurance, unemployment insurance, or retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to any employees of such Party or independent contractors engaged by such Party. Each Party agrees that at no time shall any persons employed by it, or independent contractors engaged by it, be considered employees or independent contractors of the other Party, and such other Party shall have no liability for such employees and/or independent contractors.

19.4 **No Waiver.** No delay or omission in the exercise of any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy. Any waiver by one Party of a breach by the other Party shall not be, or be construed to be, a waiver of any subsequent breach. No waiver shall be implied and each and every waiver of any kind of any provision or condition of this Agreement must be in writing and signed by the Party granting such waiver.

19.5 **Notices.** All notices and communications regarding the performance and responsibilities of the respective Parties and otherwise given by either Party to the other Party to this Agreement shall be in writing and shall be (a) delivered in person (by hand or by messenger), (b) sent by regular or certified mail, return receipt requested or U.S. Postal Service Express Mail or FedEx, UPS or other similar recognized private overnight delivery service, prepaid, or (c) sent by electronic mail (provided that a copy of such notice shall be delivered using one of the foregoing methods within one (1) business day). Notice given as provided herein shall be deemed to have been given on the date it was received as evidenced by signature, written confirmation of delivery by a courier, or date of first refusal, if that be the case. Notice hereunder shall be addressed to the Parties at the following addresses:

League:

Alpha Entertainment LLC
1266 East Main Street
Stamford, CT 06902
Attention: President and Chief Operating Officer

Email: jnp727@xfl.com

With copies (which shall not constitute notice) to:

Alpha Entertainment LLC
1266 East Main Street
Stamford, CT 06902
Attention: Vice President, Legal & Business Affairs

Email: Mali.Friedman@xfl.com

And to:

Alpha Entertainment LLC
C/o Tampa Bay Vipers
Meridian Three
4200 W. Cypress Street, Suite 630
Tampa, Florida 33607
Attention: Team President

Email: josh.bullock@xflvipers.com

And to:

K&L Gates LLP
134 Meeting Street
Charleston, SC 29401
Attention: Brian A. Wildstein, Esq.

Email: brian.wildstein@klgates.com

Authority:

Tampa Sports Authority
Attn: President/CEO
4201 N. Dale Mabry Hwy.
Tampa, FL 33607

Email: ehart@tampasportsauthority.com

With a copy (which shall not constitute notice) to:

GrayRobinson, P.A.
Attn: Tampa Sports Authority General Counsel
401 E. Jackson Street, Suite 2700
Tampa, FL 33602

Email: julia.mandell@gray-robinson.com

Either Party may change the address at which it receives notices by notifying the other Party of such change in the manner provided herein.

19.6 Force Majeure.

(a) For purposes of this Agreement, an “Event of Force Majeure” or words of similar import mean any cause or event which is beyond the reasonable control of a Party and which renders the performance of this Agreement by the affected Party either impossible or commercially impracticable, including, but not limited to, inclement weather, drought, flood, earthquake, storm,

fire, lightning, natural calamities, national emergencies, declarations of war, acts of terrorism, riot, civil disturbance, sabotage, explosions, acts of God, acts of any governmental body and/or agency having jurisdiction over the affected Party, and any federal, state, or local laws, rules, regulations, orders, ordinances, acts, or mandates.

(b) If as a result of any Event of Force Majeure, or labor actions or work stoppages (including, but not limited to, strikes, sympathy strikes, lock-outs), Authority is prevented from making the Licensed Area and Parking Areas available to League or of performing its obligations hereunder, or if League is prevented from hosting a Team Event at the Venue, and if no additional date can be agreed for the Team Event, then League shall have the option to relocate the specific Team Event(s) to another site of its choosing for as long as the Venue remains materially affected by such events.

(c) Upon consultation with the appropriate authorities, each Party shall have the right, at its reasonable discretion, to cancel or interrupt any Team Event if such an act is reasonably deemed necessary by Authority or League as a result of an emergency or other condition which threatens the public's safety. Such a cancellation shall be deemed an Event of Force Majeure.

19.7 **Binding Effect.** This Agreement shall bind and inure to the benefit of the Parties and their permitted successors and assigns.

19.8 **Integrated Agreement; Amendment.** This Agreement, including the Exhibits and any other attachments hereto, sets forth the entire agreement between the Parties as to the subject matter herein and supersedes all prior correspondence, understandings or agreements, whether oral or written. This Agreement may only be amended by a written agreement signed by the Parties hereto and specifically referring to this Agreement.

19.9 **Confidentiality/Public Records.** League understands and agrees that Authority is a governmental entity which is subject to Florida public record laws, including but not limited to the Public Records Law. Unless such information is subject to the Public Records Law, as determined by Authority in its sole discretion, neither Authority nor League shall release any information regarding the terms of this Agreement to any third party, and Authority shall not release any information about League or any Team Event to any third party, except (a) as mutually agreed for purposes of publicity, (b) to its respective legal and financial advisers as necessary in the scope of their job duties, (c) as necessary for carrying out the intent of this Agreement, and (d) as otherwise required by law. All obligations in this Section 19.9 shall survive the expiration or termination of this Agreement.

19.10 **Invalidity.** If any provision or clause of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of the provision and all other provisions of this Agreement shall not be affected or impaired.

19.11 **Time.** Time is of the essence of this Agreement and each and all of its provisions. All references to specific times set forth herein shall be based on local time at the Venue. Except as otherwise expressly set forth herein, all deadlines set forth herein shall expire at 5:00 p.m., local time, on such date. If any deadline falls on a weekend (i.e., Saturday or Sunday) or a federally-

recognized holiday on which banks located in the state in which the Venue is located are authorized to close, then such deadline shall be extended to the next business day.

19.12 **Exhibits.** The Exhibits referred to in this Agreement are by such reference incorporated in this Agreement as if set forth in full and are made a part of this Agreement.

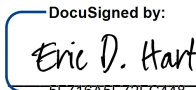
19.13 **Counterparts.** This Agreement may be executed in counterparts which, when signed by all Parties, shall constitute a binding agreement. Some or all of the parties hereto may execute and deliver this Agreement electronically, whether using an electronic signature and delivery service such as DocuSign or eSignlive, or by use of electronically copied/saved and transmitted executed documents, such as by emailing a PDF of the signed Agreement. The Parties hereto expressly agree that the actual execution and delivery of this Agreement by electronic means specifically shall be governed by the Electronic Signatures in Global and National Commerce Act (ESIGN), 15 U.S.C. § 7001, and the governing law applicable to the remainder of this Agreement shall be as otherwise stated herein.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Venue Use Agreement as of the Effective Date.


AUTHORITY:

TAMPA SPORTS AUTHORITY, a public agency and an Independent Special District under the laws of the State of Florida

DocuSigned by:

By: _____
Name: Eric D. Hart
Title: President/CEO


DocuSigned by:

By: _____
Name: Mickey Farrell
Title: Sr. Vice President of Stadium Operations

Reviewed for Legal Sufficiency:

DocuSigned by:

Signature: _____
Julia C. Mandell
General Counsel

LEAGUE:

ALPHA ENTERTAINMENT LLC, a Delaware limited liability company

DocuSigned by:

By: _____
Name: Jeffrey Pollack
Title: President

INDEX OF EXHIBITS AND DEFINED TERMS

List of Exhibits

- Exhibit A - Playing Field
- Exhibit B - Parking Areas
- Exhibit C - League Expense Categories
- Exhibit D - Availability Schedule 2020 - 2022
- Exhibit E - Promotional Standards including Schedule E:
 - Video/Ribbon Board Guidelines
 - Scoreboards Option A
 - Scoreboards Option B
 - Corner Towers
 - Ribbon Boards
- Exhibit F-1 - League Insurance Requirements
- Exhibit F-2 - Authority Insurance Requirements
- Exhibit G - Venue Advertising Policy
- Exhibit H - Sod Contract
- Exhibit I - Game Level Lighting and Broadcast Compound Power Requirements

Defined Terms

| | | | |
|-------------------------------------|----|----------------------------------------|--------------|
| Advertising..... | 15 | Merchandise Revenue..... | 16 |
| Aggregate Limit Impairment | 10 | Mobile Ticketing..... | 21 |
| Agreement..... | 1 | NFL..... | 1 |
| Annual Plan..... | 12 | Non-Commercial Advertising..... | 15 |
| Applicable Taxes | 22 | Parking Areas..... | 24 |
| Authority | 1 | Parking Discount True-Up Amount..... | 24 |
| Authority Indemnity Parties..... | 32 | Parking Discounts | 24 |
| Availability Schedule..... 4, Ex. D | | Parking Revenue | 16 |
| Broadcast Compound..... | 28 | Parties..... | 1 |
| Buccaneers | 1 | Party | 1 |
| Buccaneers Stadium LLC | 6 | Permitted Seating Change..... | 21 |
| Bucs Suites..... | 20 | Permitted Termination | 6 |
| Claims | 31 | Permitted Termination Event..... | 6 |
| Commercial Advertisement | 15 | Playing Field | 8 |
| Community Events..... | 5 | POD..... | 2 |
| Comparable Standards | 9 | Pre-Event Report..... | 13 |
| Concessionaire | 16 | Premium Amenities | 20 |
| Condemnation Proceedings | 30 | Press Box | 2 |
| East Club..... | 2 | Promotional Materials..... | 26 |
| Effective Date | 1 | Promotional Standards..... 26 and Ex E | |
| Event Deposit..... | 13 | Public Records Law | 17 |
| Event of Default..... | 17 | Renewal Term..... | 5 |
| Event of Force Majeure | 36 | Repair Costs | 30 |
| F&B Discount True-Up Amount | 25 | Resodding Expenses | 14 |
| F&B Discounts..... | 25 | Season | 4 |
| Facility Fee..... | 12 | Sod Contracts | 14 |
| Food and Beverage Revenue | 16 | Special Event | 4 |
| Game Time Period | 9 | Sponsorships | 26 and Ex. G |
| General Seating..... | 20 | Stadium Agreement | 6 |
| Hospitality Tents..... | 2 | Suites..... | 20 |
| Initial Term | 5 | Taken..... | 30 |
| J.J. Taylor..... | 21 | Taking | 30 |
| League..... | 1 | Team | 4 |
| League Expenses..... | 13 | Team Event | 3 |
| League Suites..... | 20 | Team Event Settlement Statement..... | 16 |
| League's Advertising Rights..... | 3 | Term..... | 5 |
| League's Invitees | 23 | Termination Fee | 18 |
| License | 1 | Ticket | 20 |
| Licensed Area | 1 | Ticket Manifest | 20 |
| Licensed Use..... | 3 | Ticket Surcharge | 13 |
| Media Rights | 27 | TSA Facilities | 15 |
| Merchandise..... | 26 | Unused Event Date | 18 |
| Merchandise Outlets | 25 | Use Period..... | 3 |

| | |
|------------------------------------|-------|
| USF | 1 |
| Venue | 1 |
| Venue Equipment..... | 8 |
| Video/Ribbon Board Guidelines..... | Ex. E |
| X-Ray Room | 2 |

EXHIBIT A

PLAYING FIELD

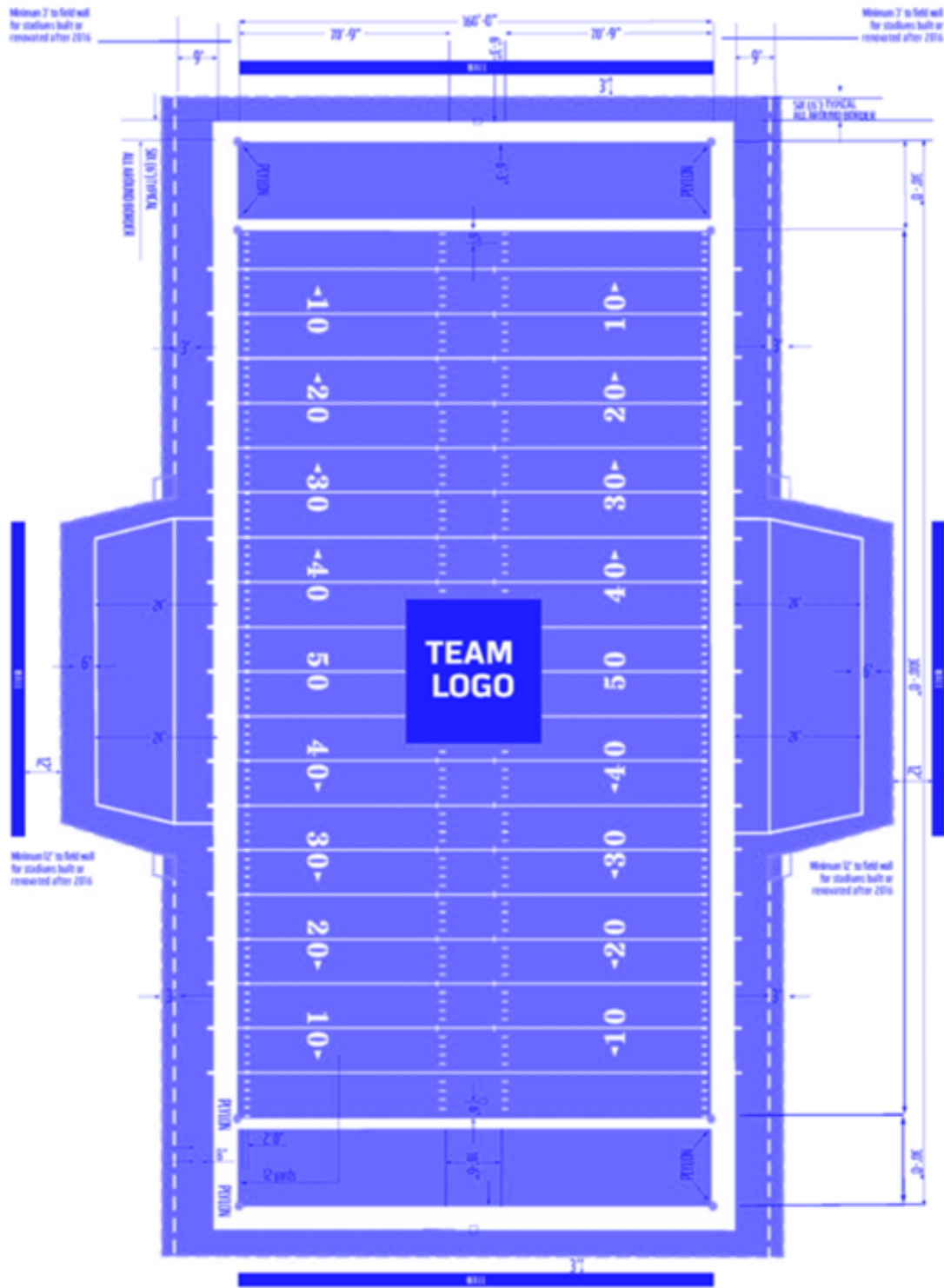
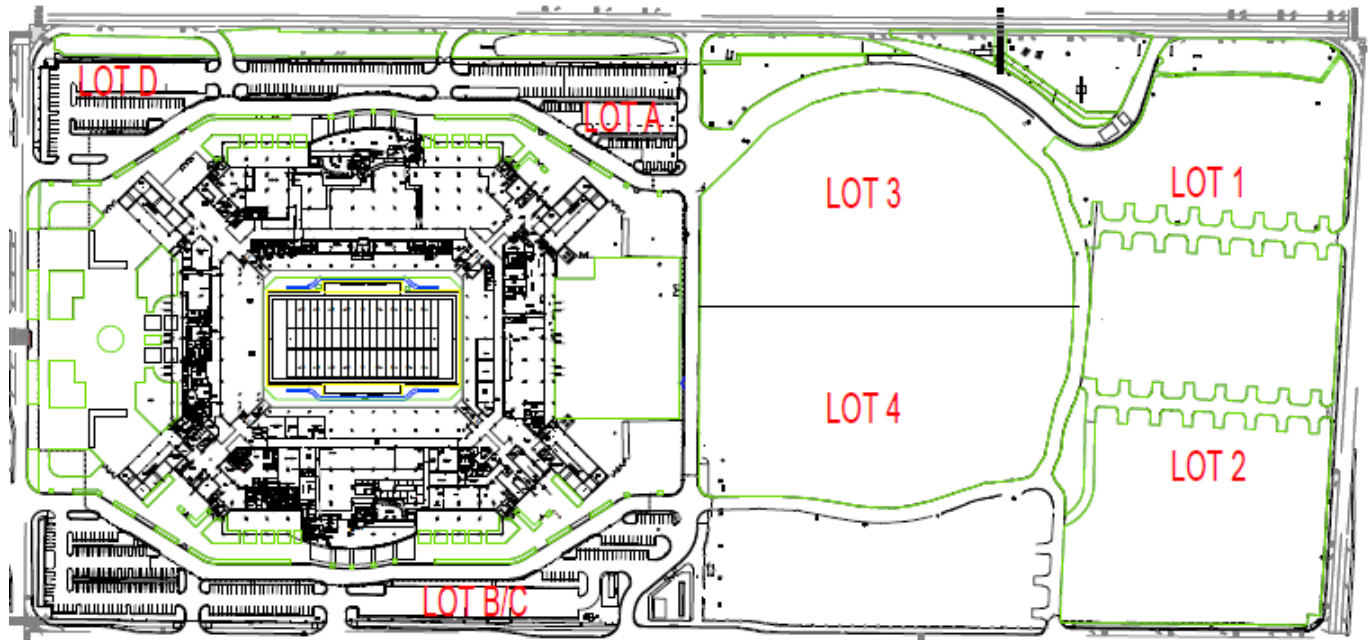


EXHIBIT B
PARKING AREAS

North Parking



South Parking

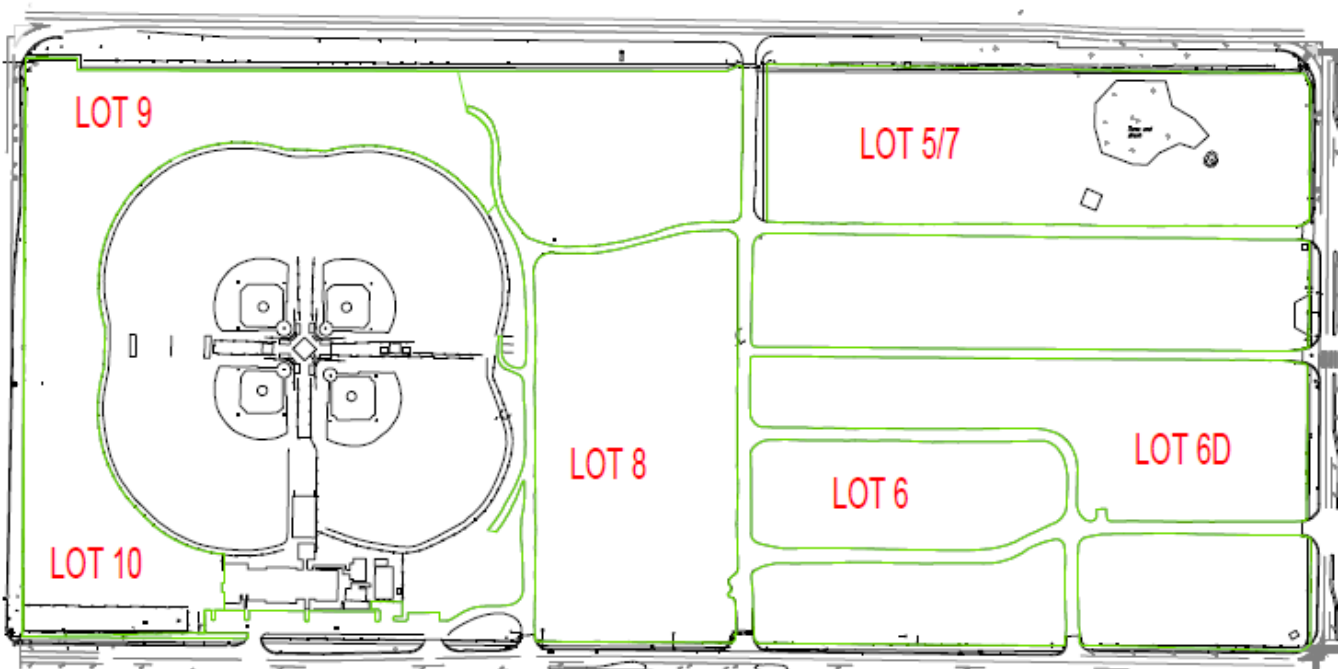


EXHIBIT C

LEAGUE EXPENSE CATEGORIES

Exhibit C is a representative list of expense categories, and remains subject to the provisions of Venue Use Agreement Section 3.2(a) - Annual Plan.

- Ticket Surcharge
- Facility Fee
- Parking:
 - Labor:
 - Area Directors, Lot Supervisors, Collectors, Parkers, Park Jockey, Money Room personnel, MOT Director & Staff
 - Parking Spaces
 - Parking Discount
- Usher/Ticket Operations
 - Ticket Taker Supervisor
 - Club Ticket Takers
 - Main Gate Ticket Takers
 - Late Ticket Takers
 - Disabled Gate Staff
 - Ticket Room Sitter
 - Tag-A-Fan
- Medical/Fire Watch:
 - Supervisors (TFR)
 - Supervisors (HCFR)
 - EMS (TFR)
 - EMS (HCFR)
 - Equipment
 - Fire Watch Supervisors
 - Fire Inspectors (Building)
 - Fire Inspectors (Pyro)
- General Operations
 - TSA Operations Staff
 - Interns
 - Office Staff
 - TV Liaison
 - General Supervisor

- Gate Supervisors
 - Club Lobby & Club Gate Supervisors
 - Bowl Supervisor
 - Building Supervisor
 - Cleaning Auditor
 - Dock C Supervisor
 - Disabled Operations Staff
 - Elevator Operators
 - Information Booths
 - Security Auditors
 - Incident Report Writers
 - Parking Auditor
 - Usher Operations
 - Transfer Ops
- Hillsborough County Sheriff's Office
 - Administration
 - TSA Assignments
 - North End Zone (Supervisor and Deputies)
 - Lower East Side (Supervisor & Deputies)
 - Upper East Side (Supervisor & Deputies)
 - East Club & Suites (Supervisor & Deputies)
 - Plainclothes
 - MCAT Teams
 - EOD Teams
- Florida Highway Patrol
 - Trooper Supervisor
 - Troopers
 - Auxiliary Supervisor
 - Auxiliary
- Tampa Police Department
 - Administration
 - TSA Assignments
 - Traffic Assignments
 - South End Zone (Supervisor & Officers)
 - Lower West side (Supervisor & officers)
 - Upper West side (Supervisor & Officers)
 - West Club & Suites (Supervisor & Officers)
 - Legends Requests

- TV Requests
 - MCAT Teams
 - EOD Teams
- Private Security: Sentry Event Services:
 - Director
 - Supervisors
 - Security Staff
 - Ushers & Event Staff
- Clean Up:
 - Owens On Site Manager
 - Owens Event Manager
 - Owens Event Supervisors
 - Owens Pre Clean Staff
 - Owens Event Staff
 - Owens Post Clean Staff
 - Post Clean
 - Seating Bowl (Attendance Based)
 - Recycling
 - Suites
 - Club Suites
 - East Club & Lobbies
 - West Club & Lobbies
 - Suite Hallways & Elevators
 - Press Box
 - Team Locker Rooms
 - Officials Locker Rooms
 - Dark Rooms
 - Broadcast Room
 - Cheerleaders Locker Room
 - Green Room
 - Media Dining Room
 - Ticket Office
 - First Aid Rooms
 - PR Room
 - Service Level Toilets
 - Service Hallways
 - Bucs Cove Scrub
 - Furniture Movement
 - Premium furniture
 - Banquet rounds

- 6' and 8' tables
 - Chairs
 - Bucs Beach Staff/Post Clean
 - Miller Deck Porter
 - Cardboard Bailer
 - Legends Field Post-clean
 - Field Clean Up
 - TSA Pre-Clean Inspections
 - TSA Post- Clean Inspections
 - TSA Day to Day Cleaning Staff
 - Pre-Event Garbage/Recycling Can Set Up
 - TSA North Lots Post Clean
 - TSA South Lots Post Clean
 - HCC Lots Post Clean
 - Facility Offices Post Clean
 - Maintenance Offices Post Clean
 - TSA Offices Post Clean
 - Pressure Washing
 - Floor Care
 - Suite Matrons
- Systems Maintenance
 - Electrical Contractor Standby (A&A Electric)
 - Elevator Standby (Schindler)
 - HVAC Standby
 - Johnson Controls
 - Daikin
 - Daktronics
 - BucVision (Scoreboards/Ribbon Boards)
 - Bucs IT Standby (WiFi monitoring)
 - Telecommunication Services (Frontier)
 - Phone Lines
 - Internet Lines
 - Dry Pair
- Stadium Maintenance Labor – Event Day
 - Full Time Staff
 - Grounds Staff
 - Maintenance Staff
 - Electrical Staff
 - HVAC Staff
 - Telecommunications Staff

- Part Time Staff
- Miscellaneous
 - Sierra Club
 - First Coast
 - Custom Canvas Structures
 - MOT/Traffic Control
 - Split Second Towing
 - Weather Consulting
- Direct Costs
 - ADP Fees
 - Insurance
 - TSA Staff Time Pre/Post Event (Straight Time & OT)
 - Operations Staff
 - Full Time Maintenance
 - Full Time Grounds
 - Full Time Electrical/Telecom
 - Full Time HVAC
 - Part Time Maintenance/Grounds/Electrical/Telecom
 - Interns
 - Event Expenses
 - Utilities/Electricity
 - Water/Sewer
 - Event Usage
 - Firehosing
 - Pressure Washing
 - Garbage
 - Stadium
 - Parking Lots
 - Dumpster Charges
 - Stadium Supplies
 - Field Paint & Dye
 - Rye Seed
 - Fertilizer
 - Install/Removal of Tunnel Cover Frames
 - Armor Deck Flooring Rental
 - Labor to install/strike Armor Deck
 - Bottled Water for Staff

- Legends
 - Catering Orders
 - BEOs, Media, TV Crew, Teams/Locker Room requirements, Staff Meals, Ice
 - Concessions Discounts
 - Meal Vouchers

- Broadcast Partners
 - Park & Power Fees
 - Staff Electrician Time
 - Phone/Internet costs
 - Security personnel (Sentry & TPD)
 - Parking

- Sod Change Outs
 - Replacement sod
 - Disposal fees for old sold
 - TSA Labor
 - Fertilizer
 - Fungicide
 - Divot repair mix
 - Valve boxes/covers
 - Dye
 - Sand
 - Rye Seed
 - Masking Agent (Lesco Aroma Scent spray)
 - Removal/instillation of sprinklers
 - Misc. irrigation parts
 - Repairing of any damage to the artificial turf
 - Equipment rentals
 - Security for load-in/out

EXHIBIT D**AVAILABILITY SCHEDULE - 2020 - 2022****2020 XFL - Raymond James Stadium - Game Schedule****February 22nd Start**

| Date | Game Schedule |
|-----------------------|----------------------------------|
| Saturday, February 22 | 2pm vs Houston Roughnecks |
| Sunday, March 1 | 7pm vs DC Defenders |
| Saturday, March 14 | 5pm vs St. Louis Battlehawks |
| Saturday March 21 | 2pm vs Dallas Renegades |
| Sunday April 12 | 3pm or 6pm vs New York Guardians |

2021 XFL - Raymond James Stadium Availability

Feb 13th Start/Play Week After Super Bowl

| Date | Availability | Notes |
|------------------------|------------------------------|--------------------------------------------|
| February 13-14 | Available February 14th only | Play Sunday to give extra day to get ready |
| February 20-21 | Not Available | Monster Jam |
| February 27-28 | Not Available | Monster Jam |
| March 6-7 | Available March 7th only | |
| March 13-14 | Available | |
| March 20-21 | Available | |
| March 27-28 | Available | |
| April 3-4 | Available | |
| April 10-11 | Available | |
| April 17-18 | Available | |
| April 24-25 (playoffs) | Available | |

2022 XFL - Raymond James Stadium Availability

Feb 12th Start

| Date | Availability | Notes |
|------------------------|--------------------------|---------------------|
| February 12-13 | Not Available | Supercross |
| February 19-20 | Not Available | Monster Jam Back Up |
| February 26-27 | Not Available | NHL Stadium Series |
| March 5-6 | Available March 6th only | |
| March 12-13 | Available | |
| March 19-20 | Available | |
| March 26-27 | Available | |
| April 2-3 | Available | |
| April 9-10 | Available | |
| April 16-17 | Available | |
| April 23-24 (playoffs) | Available | |

EXHIBIT E

PROMOTIONAL STANDARDS

League's rights with respect to advertising, branding, sponsorship, promotion, activations and/or other similar corporate partnerships, and other similar rights or opportunities with respect to the Venue and Licensed Areas, ("League's Advertising Rights") shall only include the following standards, conditions and limitations (the "Promotional Standards"):

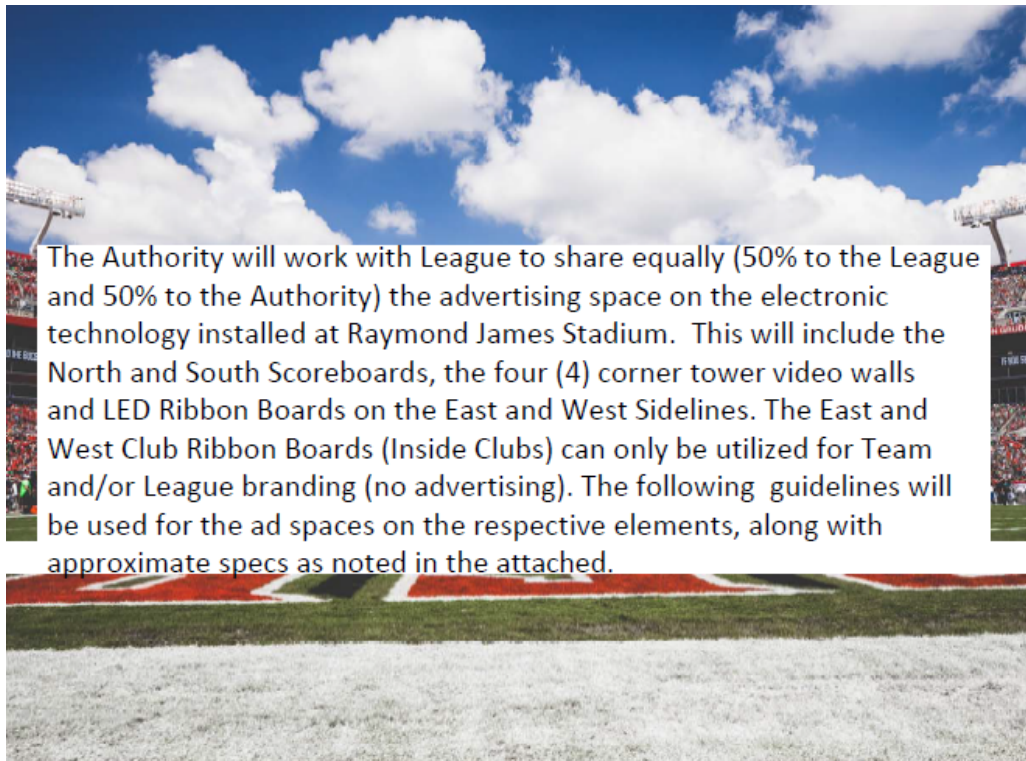
1. League's use of tower walls, scoreboards, video boards and ribbon boards at the Venue shall be subject to the Video/Ribbon Board Guidelines as set forth on attached Schedule E - Guidelines (the "Video/Ribbon Board Guidelines").
2. League will have the right to erect temporary Team/League branding signage (Team and/or League name and logos) at the Venue and Licensed Areas, provided such branding does not block, obscure or interfere with permanent signage at the Venue and the Licensed Areas.
3. League will not use any "blocking" or "cloaking" technology to obscure or replace any permanent signage within the Licensed Areas, at the Venue or the Parking Areas as part of any broadcast or transmission.
4. League will have the right to standard uses of "insertion" technology, such as "clock wrap," at the Venue, but League shall not use such technology to superimpose Sponsorship advertising on the field or in any manner that blocks or interferes with permanent signage at the Venue.
5. League will not grant Sponsorship rights at the Venue and Licensed Area to any proposed sponsor that is a direct commercial competitor in any of the following categories: (a) Soft Drinks (including water), (b) Banking (including credit unions), (c) Cellular/Wireless, and (d) Financial Services/Private Wealth Management (Stadium Naming Rights partner per the Stadium Agreement)("Protected Sponsorships"). League will have the option to grant Sponsorship rights at the Venue or Licensed Areas in all other categories for such duration within the Term as League may determine in its discretion, as appropriate. Notwithstanding the foregoing, in the event that Buccaneers Stadium LLC request to revise the Protected Sponsorships during the Term, then the League shall have a period of one (1) full season after the request to revise the Protected Sponsorships and to end any Sponsorship rights at the Venue or in the Licensed Areas which conflict with the Protected Sponsorships. The League will ensure that any Sponsorship right agreements acknowledge this provision of Exhibit E. League shall promptly notify Authority of any sponsorships sold at the Venue or within the Licensed Areas.
6. League shall have rights to use the entire field retaining wall signage, and to erect on field signage in the form of rotating running boards and/or LED ribbon boards for Sponsorships, in each case without being required to use "presented by" or "sponsored by" language.

7. League shall have the right to erect temporary signage identifying Sponsorships at the entrance gates and ramp landings of the Venue provided such signage does not block, obscure or interfere with permanent or existing signage in such areas.
8. League shall have the right to use of the public address system to identify and acknowledge Sponsorships, and will have the right to advertise products and services relating to Sponsorships on the Venue public address system.
9. League shall have the right to provide giveaways, display tables and undertake other promotional activities, including the right to employ and display up to two (2) inflatables.
10. League shall have the right to present and conduct sponsored fan activation areas in the plazas and the Licensed Area of the Parking Area; provided that related signage and displays remain at or near ground/eye level and at not directed towards roads and streets and does not block any existing signage.
11. League shall have the right, subject to Authority having equal display area (pregame, in-game, and postgame), to tarp/cover certain locations in the lower areas of the Venue seating bowl and to place one Sponsorship logo per seating section on each tarp/covering, similar to the tarp/sponsorship display practices used by USF for its NCAA football home games presented at the Venue.
12. League shall control, manage and retain one hundred percent (100%) of the revenue derived from or otherwise relating to League's Advertising Rights, including Sponsorships (see Section 10.1).
13. League shall remove all temporary signage after each Use Period if an event other than a Team Event is scheduled to occur at the Venue prior to the next Team Event; otherwise, League may maintain such League/Sponsor signage between Team Events and Use Periods during each Season, with the exception of temporary exterior signage.

SCHEDULE E - VIDEO/RIBBON BOARD GUIDELINES

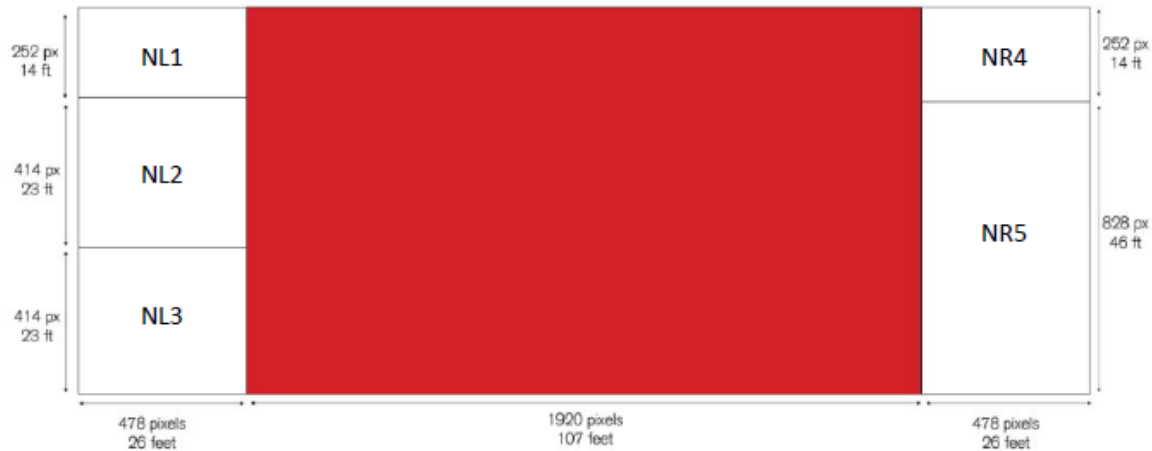


**RAYMOND JAMES STADIUM
SCOREBOARD, TOWER WALL, AND RIBBON BOARD POLICIES & PROCEDURES**



SCHEDULE E - SCOREBOARDS

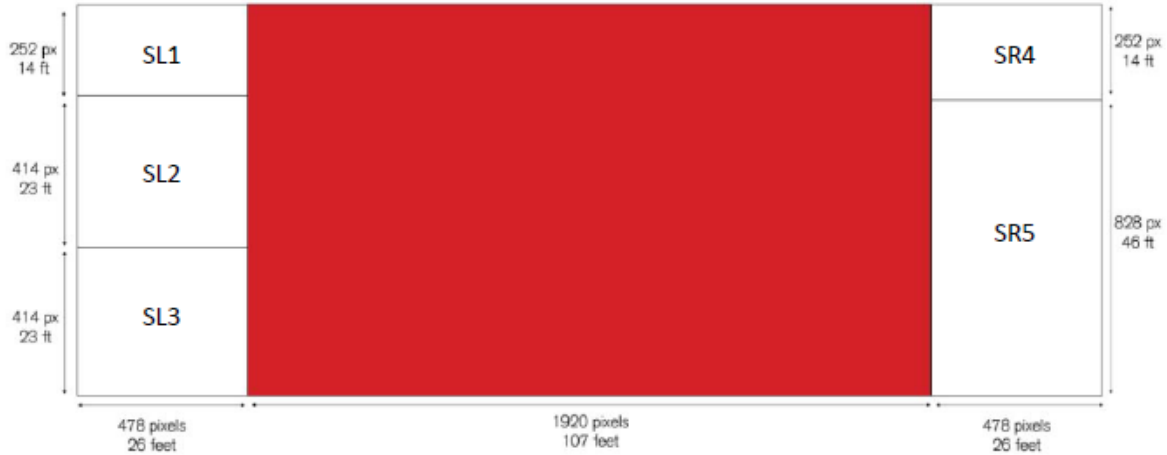
NORTH SCOREBOARD- ADVERTISER COLUMNS



SCOREBOARD USAGE

- Authority advertisers will keep 50% of the ad time positions in each digital advertising space, with the other 50% going to the League. All Authority advertisers will run at the same time as other Authority advertisers, and all League advertisers will run at the same time as other League advertisers. If there are any League advertisers that conflict with an Authority advertiser, those League advertisers will be placed on the opposite scoreboard of the Authority advertiser.
- During game action, the scoreboard shell, including the advertisers from both the League and the Authority, will remain up for a majority of the Team Event, wrapping the large 16:9 HD video content space
- The digital Game in Progress (GIP) displays may be used by the Event to promote non-advertiser messaging (if GIP is not needed for non-football Events). However, if the League chooses to place advertisers in the GIP displays, the space will be split 50/50 with the Authority.
- The scoreboards will be used to go full screen for key moments, including things like goal celebrations, national anthem, intro videos, etc.
- The Authority will create the ad space dimensions available on the scoreboards and will share with the League (Shown Above). League advertisers will run in the designated ad spaces.
- League option not to advertise in which case neither of the Parties shall have advertising rights.

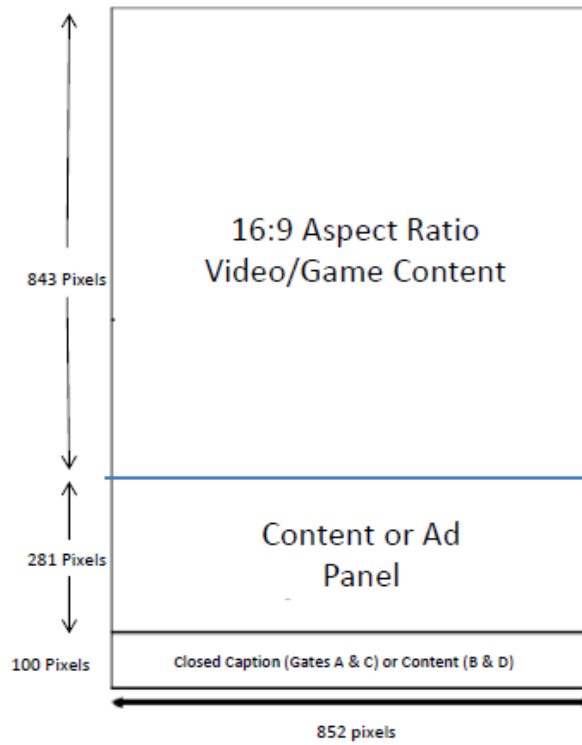
SOUTH SCOREBOARD- ADVERTISER COLUMNS



SCOREBOARD USAGE

- Authority advertisers will keep 50% of the ad time positions in each digital advertising space, with the other 50% going to the League. All Authority advertisers will run at the same time as other Authority advertisers, and all League advertisers will run at the same time as other League advertisers. If there are any League advertisers that conflict with an Authority advertiser, those League advertisers will be placed on the opposite scoreboard of the Authority advertiser.
 - During game action, the scoreboard shell, including the advertisers from both the League and the Authority, will remain up for a majority of the Team Event, wrapping the large 16:9 HD video content space
 - The digital Game in Progress (GIP) displays may be used by the League to promote non-advertiser messaging (if GIP is not needed for non-football Events). However, if the League chooses to place advertisers in the GIP displays, the space will be split 50/50 with the Authority.
 - The scoreboards will be used to go full screen for key moments, including things like goal celebrations, national anthem, intro videos, etc.
 - The Authority will create the ad space dimensions available on the scoreboards and will share with the League (Shown Above). League advertisers will run in the designated ad spaces.
 - League option not to advertise in which case neither of the Parties shall have advertising rights.
-

SCHEDULE E - TOWER WALLS



TOWER WALL VIDEO USAGE

- Authority advertisers will keep 50% of the digital ad space on each (4 total) corner video tower walls, with the other 50% going to League advertisers
- The corner video tower walls will be used to go full screen for key moments, including things like goal celebrations, national anthem, intro videos, etc.
- League option not to advertise in which case neither of the Parties shall have advertising rights

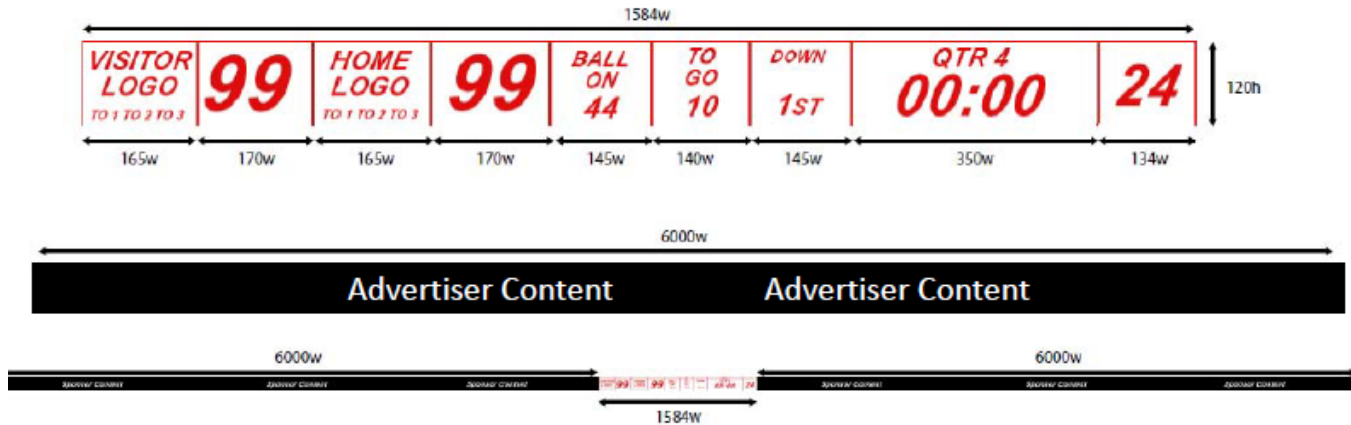
Tower Walls Example:



SCHEDULE E - RIBBON BOARDS

GAME IN PROGRESS (GIP) AND RIBBON BOARDS

EAST AND WEST RIBBONS ARE MIRRORED



LED RIBBON BOARD USAGE

- Authority advertisers will keep 50% of the League time on the LED Ribbon Boards (90 Minutes for example during a three-hour football game); The Authority will also retain 50% of the pre and post League time for Authority advertisers and Tenant shall retain the other 50%
- League advertisers will keep 50% of the League time on the LED Ribbon Boards (90 Minutes) for League graphics and advertisers; along with 50% of the pre and post League time for League graphics and League advertisers
- For football or soccer games, game clock and down and score will be placed at the 50-yard line on the ribbon board
- The Authority will create the ad space dimensions available (listed above) on the LED Ribbon Boards and will share that with the League . League advertisers will run in the designated ad spaces.
- League option not to advertise in which case neither of the Parties shall have advertising rights

EAST AND WEST CLUB RIBBON BOARD- INSIDE CLUBS

Left and Right Content Dimensions



Center Content Dimensions



Full Club Level Ribbon Board Dimensions



RIBBON BOARD USAGE

- League Event information only (i.e.- scores, stats, ticket information) will be allowed in Center Content Dimension area or on Full Club Level Ribbon Board Dimension area. For the purpose of clarity, advertising will NOT be allowed at any time on Club Level Ribbon Board Dimension area.
- Team and/or League branding shall be permitted.

EXHIBIT F-1

LEAGUE INSURANCE REQUIREMENTS

During the life of this Agreement, League shall provide, pay for, and maintain with companies satisfactory to Authority, the types of insurance described herein. All required insurance shall be from responsible insurance companies eligible to do business in the State of Florida and a Best's Insurance Reports rating of "A-" or better and a financial size category of "VIII" or higher.

The required General Liability and Automobile Liability policies shall provide that Authority, the City of Tampa, Hillsborough County, and RJS Stadium - A Commercial Condominium, are named as additional insureds with respect to liability caused by operations of League under this Agreement, and also shall provide the Severability of Interest Provision. Such additional insured coverage shall be provided on a primary basis and will not look for contribution from any insurance or self-insurance program carried by Authority, except as expressly set forth on Exhibit F-2, Section 4. The insurance coverage and limits required hereunder must be evidenced by properly executed Certificates of Insurance. League shall require all contractors, agents, sponsors, affiliates or any other third-party provider performing services as permitted in Section 1.2 (Licensed Use) above to provide to Authority evidence of insurance with commercially reasonable comparable coverage limits for the services provided.

Thirty (30) days prior written notice by registered or certified mail (10 days for non-payment of premium) shall be given to Authority of any cancellation in the policies' coverage. In the event of a reduction in any aggregate insurance limit resulting in League's remaining unimpaired aggregate insurance limit being less than the total limit required by this Agreement ("Aggregate Limit Impairment"), League shall take immediate steps to remedy the Aggregate Limit Impairment. If at any time Authority requests a written statement from the insurance company as to any impairment(s) to the aggregate limit(s), then League shall promptly authorize and have such statement delivered to Authority, and such statement shall assess any impairment on an "incurred loss" basis and shall include an accounting of existing claim reserves which could be applied to the existing aggregate limits.

The acceptance of delivery to Authority of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by Authority that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificate of Insurance are in compliance with requirements of the Agreement.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to Authority, if requested by Authority, the League shall, within thirty (30) days after receipt of a written request from Authority, provide Authority with copies of the actual policy or policies providing the coverage required by this Exhibit F-1. The League may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by this Exhibit F-1.

No operations under the Agreement shall commence at the Venue until the required Certificate of Insurance is received and has been approved by Authority. Evidence of such insurance approval will be provided to League by Authority.

Except as otherwise specifically authorized in this Agreement, no self-insured retention for any required insurance provided by the League pursuant to the Agreement will be allowed without the express approval of Authority. To the extent any required insurance is subject to any deductible or self-insurance retention (whether with or without approval of Authority), the League shall be responsible for paying on behalf of Authority (and any other person or organization the League has, in this Agreement, agreed to include as an additional insured for the required insurance) any such deductible or self-insured retention.

If any General Liability Insurance required herein is to be issued or renewed on a “claims made” form as opposed to the “occurrence” form, then the retroactive date for coverage shall be no later than the commencement date of the Agreement and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall remain in effect for at least five (5) years.

All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein. As to cancellation of any policy thirty (30) days prior written notice (10 days for non-payment of premium) by certified or registered mail shall also be given to:

**Tampa Sports Authority
4201 N. Dale Mabry Hwy.
Tampa, Florida 33607**

The amounts and types of insurance shall conform to the following minimum requirements:

1. **Workers’ Compensation and Employers’ Liability** shall be maintained in force during the term of the Agreement for all employees of League engaged in this work under this Agreement, in accordance with the laws of the State of Florida. League shall provide proof of coverage which includes a waiver of subrogation in favor of Authority. The amount of the Workers’ Compensation and Employers’ Liability Insurance (inclusive of amounts provided by an umbrella or excess policy) shall not be less than:

**Part One:
Part Two:**

**“Statutory”
\$1,000,000 Each Accident
\$1,000,000 Disease – Policy Limit
\$1,000,000 Disease – Each Employee**

2. **Commercial General Liability Insurance** shall be maintained by League. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual, Independent Contractors, Broad Form Property Damage including Completed Operations, and Products & Completed Operations Coverage and shall not exclude coverage for the “X” (explosion), “C” (collapse) and “U” (underground) Property Damage Liability

exposures. Limits of Coverage (inclusive of amounts provided by an umbrella or excess policy) shall not be less than:

| | |
|---------------------|----------------------------------------------------|
| \$10,000,000 | Each Occurrence |
| \$10,000,000 | General Aggregate |
| \$10,000,000 | Personal and Advertising Injury |
| \$10,000,000 | Products and Completed Operations Aggregate |
| \$ 1,000,000 | Damage to Rented Premises |

3. **Automobile Liability Insurance** shall be maintained by the League as to the Ownership, maintenance, and use of all owned (if any), non-owned, leased or hired vehicles to be used for the engagement with limits (inclusive of amounts provided by an umbrella or excess policy) of not less than:

Bodily Injury & Property Damage Liability:

| | |
|---------------------|----------------------------------------------|
| \$10,000,000 | Combined Single Limit Each Occurrence |
|---------------------|----------------------------------------------|

EXHIBIT F-2

AUTHORITY INSURANCE REQUIREMENTS

During the life of this Agreement, Authority shall provide, pay for, and maintain with companies satisfactory to League, the types of insurance described herein. Such insurance shall be with responsible insurance companies authorized to do business in the State of Florida (if required by law or regulation) with a Best's Insurance Reports rating of "A-" or better and a financial size category of "VIII" or higher.

Authority's commercial general liability policy shall include contractual liability on a blanket or specific basis to cover the indemnification contained in this Agreement. Authority's commercial general liability policy shall also include coverage against the claims for bodily injuries, death and property damage arising out of the use or occupancy of the Premises by Authority, its officers, employees, agents, assignees, subtenants, guests, patrons or invitees.

Any deductibles or self insured retentions contained in the policies required in this Exhibit F-2 shall be the sole responsibility of Authority and all required policies shall contain provisions on the part of the respective insurers waiving the right of such insurers to subrogation against League. All required insurance is not to be interpreted as a limitation of liability and remains separate and apart from any obligation to indemnify.

The insurance policies required under this Exhibit F-2 shall contain an endorsement that a written notice of cancellation in said policy or policies shall be delivered to League within thirty (30) days of the specified date for cancellation. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance. Certificates of Insurance evidencing such policies shall be delivered upon request to League at least fourteen (14) days prior to the first Team Event of each Season.

The acceptance of delivery to League of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by League that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificate of Insurance are in compliance with requirements of the Agreement.

Evidence of the required insurance being renewed and kept in force shall be delivered to the League prior to the expiration date of the existing policy, except for any policy expiring on the expiration date of this Agreement or thereafter. The insurance certificate shall provide that no material alteration or cancellation shall be effective until twenty (20) days after delivery of written notice to League.

The amounts and types of insurance shall conform to the following minimum requirements:

1. **Commercial general liability insurance** on a current standard occurrence policy form, with coverage for bodily injury, property damage, Personal and Advertising injury (as defined in the policy) and contractual liability, in an amount no less than **\$10.0 million**

each occurrence, which insurance in excess of \$1.0 million may be covered by a so-called “umbrella” or “excess coverage” policy.

2. **Workers' compensation insurance** covering all of its employees to the statutory limit and employers' liability insurance in **an amount not less than \$1.0 million**.
3. **Automobile liability insurance** covering all owned, non-owned or hired motor vehicles to be used in connection with Authority's provision of such services, affording protection for bodily injury (including death) and property damage in the form of Combined Single Limit Bodily Injury and Property Damage policy with **limits of not less than \$5.0 million per occurrence**, which insurance in excess of \$500,000 may be covered by a so-called “umbrella” or “excess coverage” policy.
4. **Property Insurance** against loss or damage of the Venue and the Parking Areas and any other fixtures, equipment, contents, and improvements that Authority is required to provide under the terms of this Agreement, caused by fire and such other causes of loss as are usually and customarily covered by an “all risk” property insurance policy in an amount equal to **one hundred percent (100%) of the replacement value** of the Venue and the Parking Areas and any such fixtures, equipment, contents, and improvements. However, Authority may purchase property insurance in an amount less than 100% of the replacement value of the Venue and Parking Areas; provided that to the extent Authority purchases such an insurance program that provides less than 100% of the replacement value of the Venue and Parking Areas, any loss exceeding the total amount of insurance purchased by Authority shall be the responsibility of Authority. For any damage to the Venue and Parking Areas arising out of the negligence, wrongful misconduct or breach of contract by the League, League shall reimburse Authority (i) the amount of the deductible applicable to any such claim(s) under the property insurance policy that Authority is required to carry pursuant to this Section 4 (which amount shall not exceed \$100,000), and (ii) for a period lasting three (3) years from the event that caused the increase in premiums, any increase in Authority's property insurance premiums resulting solely from Authority's claim for recovery of insurance proceeds caused by damage for which League is responsible.

EXHIBIT G
VENUE ADVERTISING POLICY

1. Definitions:
 - (a) “Advertising” A paid announcement that employs an openly sponsored, non-personal message to promote or sell a product, service or idea.
 - (b) “Commercial Advertisement” shall mean an advertisement dealing with commercial speech which is an expression that proposes a commercial transaction related solely to an economic interest of the speaker and his or her audience, but which is intended to influence consumers in their commercial decisions and usually involves advertising products or services for sale.
 - (c) “Non-Commercial Advertising” shall mean an advertisement, which is sponsored by or for a charitable institution, civic group, religious or political organization.
 - (d) “Sponsorship” shall mean the act of supporting an event, activity, person, or organization financially or through the provision of products or services and inclusive of Advertising.
 - (e) “TSA Facilities” shall mean all Authority-managed facilities excluding those areas of Authority-managed facilities which are subject to sponsorship/advertising provisions in other applicable agreements.
2. All Advertising must meet the guidelines provided herein and shall as a minimum meet those standards governing broadcast and private sector advertising with respect to good taste, decency and community standards. The copy or pictures on Advertising shall not describe, in a patently offensive way, sexual conduct or contain messages or graphic representations pertaining to sexual conduct. Any Advertising which demeans or disparages an individual or group, is prohibited. In making any such determination the test will be whether the Advertising in question contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual or group.
3. The following types of Advertising are prohibited in and on TSA Facilities:
 - (a) Advertising containing profane language, obscene materials or images of nudity, similar adult themes, activities or products, including, but not limited to, pornography and any message offensive to the community standards applicable to same;
 - (b) Advertising containing discriminatory materials and/or messages;
 - (c) Advertising for firearms or that contain an image or description of graphic violence, including but not limited to (i) the description of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or

disfigurement; and (ii) the depiction of weapons or other implements or devices used in the advertisement in an act or acts;

- (d) Advertising containing pejorative or profane language, obscene materials or images of nudity, similar adult themes, activities or products, including, but not limited to, pornography and any message offensive to the community standards applicable to same;
- (e) Advertising containing non-commercial advertising;
- (f) Advertising that propose a commercial transaction that has any material contained in it which is false, misleading or deceptive;
- (g) Advertising and any material contained therein that promotes or encourages or appears to encourage or promote the use or possession of unlawful or illegal goods or services;
- (h) Advertising and any material contained therein that is libelous or an infringement of copyright, or is otherwise unlawful or illegal or likely to subject TSA to litigation; and
- (i) The sponsor or advertiser will indemnify and hold harmless TSA from any and all claims brought as a result of the display of an advertisement.

EXHIBIT H

SOD CONTRACTS

2020 - 2022



Quality Turf, L.C.

1450 S. Park Road, Plant City FL 33566

(813) 634-3326/FAX (813) 642-0646

Proposal -2020

Date: 4/16/19
To: Manny Velez
Company: XFL
Email: manuel.velez@xfl.com
Phone: 917-886-3825

Project: XFL

Projected Date: TBD

Work Scope:

Price:

- February Change out – QT would strip the entire field and install 48,000 SF of stabilized 419 Sod on the playing surface and 48,624 SF of thick cut 419 in the end zones and the sidelines.

The pricing will be:

\$2.40/SF for the stabilized sod 48,000 SF \$115,200.00

\$1.70/SF for the thick cut sod 48,624 SF \$82,660.80

Total: \$197,860.80

Deposit Paid 4/16/19 by XFL: (\$62,400.00)

Total Due at Completion: \$135,460.80

To be paid by Feld Ent: \$110,000.00

Due by XFL upon Completion: \$25,460.80

- February Change – will be the same work scope and pricing as #1.
- April Change out - QT will be stripping the entire field and installing 48,000 SF of stabilized 419 Sod on the playing surface and 48,624 SF of thick cut 419 in the end zones and the sidelines.
The pricing will be:
\$2.40/SF for the stabilized sod 48,000 SF \$115,200.00
\$1.70/SF for the thick cut sod 48,624 SF \$82,660.80
Total: \$197,860.80
Deposit due by XFL 6/1/19: (\$62,400.00)
Total Due at Completion: \$135,460.80
To be paid by Tampa Bay Sports Commission: \$125,000.00
Due by XFL upon Completion: \$10,460.80



Quality Turf, L.C.

1450 S. Park Road, Plant City FL 33566

(813) 634-3326/FAX (813) 642-0646

Proposal - 2021

Date: 12/18/19

To: Mickey Farrell
Wayne Ward

Project: XFL – Change out

Work Scope:

Price:

- Start February 28, 2021 –

Strip entire field 2" with Koro machine

96,000 SF @ \$0.35/ SF Total \$33,600

Remove 1/2" soil from the center of the playing surface Total \$1,140

Aerify playing surface with 6" solid tine aerifier Total \$1,500

Light Grade and resod Playing surface with Stabilized

419 Sod 48,000 SF @ \$2.40/SF Total \$115,200

Light Grade and resod end zones and side lines with

419 Thick cut sod 48,000 SF @ \$1.70/SF Total \$81,600

Post Season compaction releaf deep tine 10" aerification

(Air2G2) Total \$2,300

All work is to be completed on March 4, 2021

Grand Total: \$235,340

Deposit Due 3/1/20 by XFL: (\$62,400)

Total Due at Completion: \$172,940

To be paid by Feld Entertainment: \$110,000

Balance Due by XFL prior to work starting: \$62,940

Note – TSA must remove irrigation heads prior to work starting on 2/28/21



Quality Turf, L.C.

1450 S. Park Road, Plant City FL 33566

(813) 634-3326/FAX (813) 642-0646

Proposal - 2022

Date: 12/18/19

To: Mickey Farrell
Wayne Ward

Project: XFL – Change out

Work Scope:

Price:

- Start February 28, 2022 –

Strip entire field 2" with Koro machine

96,000 SF @ \$0.35/ SF Total \$33,600

Remove 1/2" soil from the center of the playing surface Total \$1,140

Aerify playing surface with 6" solid tine aerifier Total \$1,500

Light Grade and resod Playing surface with Stabilized

419 Sod 48,000 SF @ \$2.40/SF Total \$115,200

Light Grade and resod end zones and side lines with

419 Thick cut sod 48,000 SF @ \$1.70/SF Total \$81,600

Post Season compaction releaf deep tine 10" aerification

(Air2G2) Total \$2,300

All work is to be completed on March 3, 2022

Grand Total: \$235,340

Deposit Due 3/1/21 by XFL: (\$62,400)

Total Due at Completion: \$172,940

To be paid by Feld Entertainment: \$110,000

Balance Due by XFL prior to work starting: \$62,940

Note – TSA must remove irrigation heads prior to work starting on 2/28/21

EXHIBIT I**GAME LEVEL LIGHTING AND BROADCAST COMPOUND POWER REQUIREMENTS****TV Compound Shore Power:**

- Located at the dock "D" compound.
 - (1) 100 Amp 3 phase 208v
 - (2) 200 Amp 3 phase 208v
 - (1) 400 Amp 3 phase 208v
 - (5) 20-amp 120v
- Located at the TV Pedestal outside
 - (1) 200 Amp 3 phase 208v
- Located under the retractable seating.
 - (1) 400 Amp 3 phase 208v
- Located under the east sideline seating at the 35-yardline.
 - (1) 400 Amp 3 phase 208
- Located on the west field sideline.
 - (1) 250 Amp 3 phase 208v
- Located on the east field sideline.
 - (1) 225 Amp 3 phase 208v

Current Light Levels

- Average light levels 175.7 fc
- Uniformity 1.17:1