

On motion of Mr. Neyer, the following resolution was adopted...

**RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO
EXECUTE A LEASE AGREEMENT BETWEEN HAMILTON COUNTY
AND THE CINCINNATI BENGALS, INC.**



BY THE BOARD:

WHEREAS, on March 19, 1996, the voters approved a one-half cent sales tax increase to fund the construction of two sports facilities and a property tax rollback; and

WHEREAS, a Memorandum of Understanding between Hamilton County (County) and the Cincinnati Bengals, Inc. (Bengals) outlining the construction, development, use and operation of a new football stadium was signed on September 11, 1996; and

WHEREAS, the Memorandum of Understanding was being used as the basis for negotiating a Lease Agreement with the Cincinnati Bengals; and

WHEREAS, the County and the Cincinnati Bengals have mutually agreed to a lease agreement through ongoing negotiations.

NOW, THEREFORE, BE IT RESOLVED, that the County Administrator is hereby authorized and directed to execute the Lease Agreement with the Bengals on behalf of the Board of County Commissioners, Hamilton County, Ohio. The agreement is attached hereto and made a part hereof.

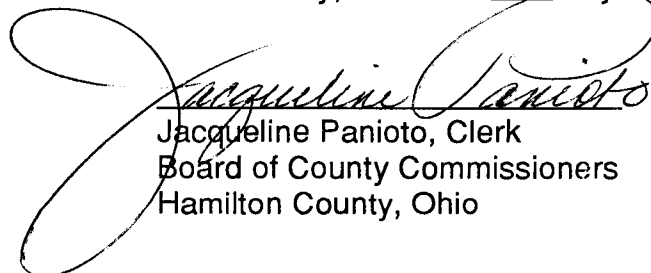
ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio, this 29th day of May, 1997.

Mr. Bedinghaus AYE Mr. Dowlin AYE Mr. Neyer AYE

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a Resolution adopted by this Board of County Commissioners in session the 29th day of May, 1997.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Office of County Commissioners of Hamilton County, Ohio this 29th day of May, 1997.


Jacqueline Panioto, Clerk
Board of County Commissioners
Hamilton County, Ohio



LEASE AGREEMENT

By and Between

THE BOARD OF COMMISSIONERS OF HAMILTON COUNTY, OHIO

and

CINCINNATI BENGALS, INC.

Dated as of May 29, 1997

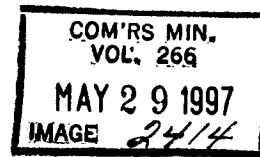


TABLE OF CONTENTS

Page

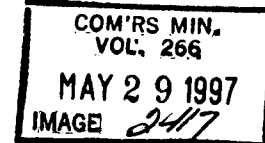
ARTICLE 1	DEFINITIONS	2
	1.1 Definitions	2
ARTICLE 2	LEASED PREMISES	10
	2.1 Lease of Stadium Complex	10
ARTICLE 3	OWNERSHIP OF INTERESTS	10
	3.1 County's Ownership Interest	10
	3.2 Team's Ownership Interest	11
ARTICLE 4	CONSTRUCTION OF THE PROJECT	11
	4.1 General Design and Construction	11
	4.2 Selection of Contractors and Consultants	12
	4.3 Design and Construction Documents	12
	4.4 Objections to Design Documents	14
	4.5 Guidelines for the Construction Design Committee	15
	4.6 GMP Process; Revisions	15
	4.7 Completion	17
	4.8 Team Delay	18
	4.9 Changes and Team Contingency	18
	4.10 Construction Insurance	19
	4.11 Application of COA Revenues; COA's Generally	21
ARTICLE 5	TERM	21
	5.1 Term	21
	5.2 Initial Occupancy	21
	5.3 Delay in Occupancy	22
	5.4 Construction Force Majeure	23
	5.5 Extension of the Initial Term	23
ARTICLE 6	RENT	24
	6.1 Base Rent	24
	6.2 Manner and Time of Payment	24
ARTICLE 7	TAXES	24
	7.1 Payment of Real Estate Taxes	24
	7.2 Taxes by County	25



ARTICLE 8	USE OF STADIUM COMPLEX	25
8.1	Team's Use	25
8.2	Team Use Days; Exclusive Possession	27
8.3	County Use	27
8.4	Other Events	28
8.5	Limitations Upon Use	28
8.6	Soccer	28
8.7	Rights of First Refusal for Ticketholders	30
8.8	Scheduling	31
8.9	Scheduling Events on the Riverfront	32
8.10	County Private Suite	32
8.11	Practice Area Development Rights	32
8.12	Mehring Way Area	32
ARTICLE 9	ADVERTISING, SIGNS AND BROADCAST RIGHTS	33
9.1	Advertising Rights	33
9.2	Other Advertising	33
9.3	Exterior Signs	33
9.4	Review Rights	33
9.5	Use and Control of Scoreboards and Other Systems ..	34
9.6	Radio, Television, and Other Rights	34
ARTICLE 10	REVENUE RIGHTS AND OTHER PAYMENTS	35
10.1	Team Use Day Revenue	35
10.2	Other Team Revenue	35
10.3	Other Events Revenue	36
10.4	County Use Days Revenue	36
10.5	Naming Rights	37
ARTICLE 11	MANAGEMENT OF STADIUM COMPLEX	38
11.1	Management	38
11.2	Team Use Day Operations; Team Responsibility	39
11.3	Team Use Day Operations; County Responsibility	39
11.4	Utilities and Services	39
11.5	Regulations Regarding Utilities and Services	40
ARTICLE 12	CONDITION OF STADIUM COMPLEX; ENHANCEMENTS	40
12.1	Condition of Stadium Complex	40
12.2	Enhancements Generally	41
12.3	Level I Enhancements	41
12.4	Future Enhancements	42



ARTICLE 13	MAINTENANCE AND REPAIR	43
	13.1 General Allocation of Responsibilities	43
	13.2 Routine Maintenance	44
	13.3 Capital Repairs	45
	13.4 Team Obligations	45
	13.5 County Obligations	45
	13.6 Capital Repairs Reserve Account	45
	13.7 Special Field Maintenance Provisions	46
	13.8 Practice Area and Administrative Offices	46
	13.9 Reimbursement of Team Expenses	47
ARTICLE 14	RETURN OF PREMISES	47
	14.1 Surrender of Possession	47
	14.2 Installations and Additions	48
	14.3 Trade Fixtures and Personal Property	48
	14.4 Survival	48
ARTICLE 15	HOLDING OVER	48
ARTICLE 16	TRANSFER OF TEAM'S FRANCHISE	49
	16.1 General	49
ARTICLE 17	RIGHTS RESERVED TO COUNTY	49
	17.1 Rights Reserved to County	50
	17.2 Improvements by County	50
ARTICLE 18	ASSIGNMENT AND SUBLETTING	50
	18.1 General Restrictions on Assignment and Subletting . .	50
	18.2 Permitted Assignments or Subletting	51
	18.3 Team to Remain Obligated	52
ARTICLE 19	WAIVER OF CERTAIN CLAIMS; INDEMNIFICATION . .	52
	19.1 Waiver of Certain Claims by Team	52
	19.2 Waiver of Certain Claims by County	52
	19.3 Damage Caused by Stadium Misuse	53
	19.4 Personal Property	53
	19.5 Indemnification by Team	53
	19.6 Indemnification by County	53



ARTICLE 20	DAMAGE OR DESTRUCTION BY CASUALTY	54
	20.1 Damage or Destruction by Casualty	54
	20.2 Abatement of Base Rent	55
ARTICLE 21	EMINENT DOMAIN	55
	21.1 Total Condemnation	55
	21.2 Partial Condemnation	55
	21.3 Award	56
ARTICLE 22	DEFAULT BY TEAM	56
	22.1 Team Defaults	56
	22.2 Rights and Remedies of County	56
	22.3 Right to Re-Enter	57
	22.4 Final Damages	57
	22.5 Assumption or Rejection in Bankruptcy	57
	22.6 No Right to Terminate Lease	57
ARTICLE 23	DEFAULT BY COUNTY	58
	23.1 County Defaults	58
	23.2 Rights and Remedies of Team	58
	23.3 Final Damages	59
	23.4 No Right to Terminate Lease	59
ARTICLE 24	FUTURE DEVELOPMENT OF RIVERFRONT	59
ARTICLE 25	SUBROGATION AND INSURANCE	60
	25.1 Waiver of Subrogation	60
	25.2 Team's Insurance	61
	25.3 County's Insurance	61
	25.4 Certificates of Insurance	62
	25.5 Amount of Liability Insurance	62
	25.6 Hazardous Activities	62
ARTICLE 26	NONWAIVER	63
ARTICLE 27	NOTICES	63
ARTICLE 28	COVENANT OF QUIET ENJOYMENT	64
ARTICLE 29	TITLE AND COVENANT AGAINST LIENS	64

ARTICLE 30	REPRESENTATIONS AND WARRANTIES BY TEAM AND BY COUNTY	64
30.1	Team Representations and Warranties.	64
30.1.1	Valid Existence	64
30.1.2	Power; No Limitation on Ability to Perform . .	65
30.1.3	Valid Execution	65
30.1.4	Defaults	65
30.2	County Representations and Warranties.	65
30.2.1	Valid Existence	66
30.2.2	Power; No Limitation on Ability to Perform . .	66
30.2.3	Valid Execution	66
30.2.4	Defaults	66
ARTICLE 31	GUARANTY BY COUNTY OF SALE OF TEAM TICKETS	67
ARTICLE 32	MISCELLANEOUS	67
32.1	Successors and Assigns	67
32.2	Modifications in Writing	67
32.3	Recordation of Lease	67
32.4	Headings	68
32.5	Time of Essence	68
32.6	Default Rate of Interest	68
32.7	Severability	68
32.8	Entire Lease	68
32.9	Force Majeure	68
32.10	Antidiscrimination Clause	68
32.11	No Third Party Beneficiary	69
32.12	Attorneys' Fees	69
32.13	Compliance with Law	69
32.14	Hazardous Materials	69
32.15	Agreements with Other Professional Sports Teams . .	70
32.16	Public Ownership	70
32.17	No Partnership	71
32.18	Exhibits	71
32.19	Broker's Commission	71
32.20	Governing Law	71
32.21	Counterparts	71
ARTICLE 33	PARKING	71



List of Exhibits

- Exhibit A - Location Map of Stadium Site
- Exhibit A-1 - Location Map of Practice Area
- Exhibit B - Architectural Program
- Exhibit C - Stadium Amount
- Exhibit D - Legal Description
- Exhibit E - Phase-In of Stadium Parking Facility



LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of this 29th day of May, 1997, by and between **THE BOARD OF COMMISSIONERS OF HAMILTON COUNTY, OHIO**, a political subdivision of the State of Ohio (hereinafter referred to as "County"), and **CINCINNATI BENGALS, INC.**, an Ohio corporation (hereinafter referred to as "Team").

Recitals

A. By public vote on March 19, 1996, the citizens of Hamilton County passed a one-half percent increase in the Hamilton County general sales tax to keep competitive and viable major league football and baseball teams in Cincinnati, Ohio by, among other things, the construction of a new football stadium in Hamilton County.

B. Team is the holder of the franchise for Cincinnati, Ohio issued by the NFL (as hereinafter defined) and is the owner of the "Cincinnati Bengals" professional football team. Team currently leases (on a non-exclusive basis) the stadium facility known as "Cinergy Field" (formerly Riverfront Stadium) in Cincinnati, Ohio where the "Cincinnati Bengals" play their regular season home games.

C. County has agreed to construct a football stadium and related facilities designed in all aspects specifically for the playing and public exhibition of professional NFL games at the stadium and otherwise to develop the stadium in accordance with the terms of the Memorandum of Understanding for the Hamilton County Football Stadium, dated September 11, 1996 ("Memorandum") and this Lease. When built, the football stadium and related facilities shall constitute a "Sports Facility" as defined in Section 307.697 of the Ohio Revised Code ("ORC").

D. Team and County have selected a site (which is or will be owned by County) on which the football stadium, related plaza area and Team practice fields will be constructed, which site is located substantially as shown on Exhibit A attached hereto and incorporated herein.

E. County has also agreed to design, construct and develop parking facilities readily accessible to the football stadium and other infrastructure improvements necessary or appropriate for the use of the football stadium and the parking facilities.

F. Team, County and the State of Ohio have agreed to be responsible for the contribution of certain funds to pay the costs required to design, construct and develop the football stadium and related facilities, parking facilities and infrastructure improvements on the terms set forth herein.

G. County desires to lease to Team, and Team desires to lease from County, the Stadium Complex, as hereinafter defined, upon the terms and conditions set forth in this Lease. In addition, County desires to grant Team certain rights

relating to the Parking Facilities and the Infrastructure Improvements, as such terms are hereinafter defined.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein, the parties agree as follows:

ARTICLE 1

DEFINITIONS

1.1 **Definitions.** Certain terms are defined in the text of this Lease. As used in this Lease and unless otherwise expressly indicated, the words defined immediately below shall have the below-stated meanings, unless the context clearly requires otherwise. Words imparting the singular number include the plural and vice versa and the male gender shall include the female gender and vice versa, unless the context clearly requires otherwise.

"**ADA**" shall have the meaning set forth in Section 32.13 of this Lease.

"**Administrative Offices**" shall mean the area of the Stadium in which Team's administrative offices are located.

"**Architectural Program**" shall mean that certain program of detailed descriptions and requirements desired by the parties to be incorporated into the design of the Project, which program is incorporated herein as **Exhibit B** to this Lease, together with such modifications thereto as may be later approved by both County and Team.

"**Authorized Construction Representative**" shall have the meaning set forth in Section 4.4 of this Lease.

"**Base Rent**" shall have the meaning set forth in Section 6.1 of this Lease.

"**Bid Target**" shall have the meaning set forth in Section 4.6.1 of this Lease.

"**Broadcast Rights**" shall have the meaning set forth in Section 9.6 of this Lease.

"**Capital Repairs**" or "**Capital Repair**" shall have the meaning set forth in Section 13.3 of this Lease.

"**Changes**" shall have the meaning set forth in Section 4.9 of this Lease.

"**Cinergy Field**" shall mean the sports stadium facility currently known as Cinergy Field (and formerly known as Riverfront Stadium) located in Cincinnati, Ohio.

"**Cinergy Field Parking Facilities**" shall mean the parking structure currently located at the site of Cinergy Field and any and all surface parking lots located



between Broadway on the east, the Roebling Suspension Bridge (as extended to the north) on the west, Mehring Way on the south and Pete Rose Way to the north, together with any and all future parking structures and parking lots and related parking facilities that may be constructed to replace the foregoing (including, without limitation, any such facilities which may be located in the vacated Fort Washington right of way).

"City" shall mean the City of Cincinnati, Ohio.

"Claims" shall have the meaning set forth in Section 32.14 of this Lease.

"Club Level" shall mean the level of the Stadium indicated as level four (4) on the Schematic Design Documents.

"Club Lounge" shall mean the private dining, conference and/or lounge areas to be located on the Club Level, as described in the Architectural Program.

"Club Seats" shall mean those seats located on the Club Level which shall entitle the ticketholder thereof (who has purchased a club seat license) to certain privileges not available to general admission ticketholders, such as having access to the Club Lounge.

"COA" shall mean a charter ownership agreement entitling the holder thereof to purchase season tickets for NFL Team games played at the Stadium.

"Commencement Date" shall have the meaning set forth in Section 5.1 of this Lease.

"Completion Date" shall mean the date of Substantial Completion of the Project.

"Completion Target Date" shall have the meaning set forth in Section 4.1 of this Lease, as such Completion Target Date may be extended pursuant to the provisions of Section 4.8 of this Lease.

"Component" shall mean any item that is incorporated into the Stadium Complex, including, without limitation, all structural members, seats, fasteners (such as nails, nuts, bolts and screens), parts, pieces, concrete, electronic parts, steel bars, plumbing pipes and equipment, heating, cooling and ventilating systems, scoreboards, and other equipment and any other item, no matter how small or inconsequential.

"Construction Design Committee" shall have the meaning set forth in Section 4.4 of this Lease.

"Construction Documents" shall have the meaning set forth in Section 4.3.3 of this Lease.

"Construction Force Majeure" shall have the meaning set forth in Section 5.4 of this Lease.



"Construction Manager" shall have the meaning set forth in Section 4.2 of this Lease.

"County" shall have the meaning set forth in the initial paragraph of this Lease.

"County Default" shall have the meaning set forth in Section 23.1 of this Lease.

"County Entity" shall have the meaning set forth in Section 32.16 of this Lease.

"County Private Suite" shall have the meaning set forth in Section 8.10 of this Lease.

"County Use Days" shall have the meaning set forth in Section 8.3 of this Lease.

"Default" shall mean any Team Default or any County Default.

"Design Development Documents" shall have the meaning set forth in Section 4.3.2 of this Lease.

"Enhancements" shall have the meaning set forth in Section 12.2 of this Lease.

"Exclusive Leased Premises" shall mean the following areas within the Stadium Complex: the Administrative Offices; the Practice Area; Team's Private Suite; Team's novelty store; the merchandise commissary located on the service level of the Stadium as set forth in the Architectural Program; the areas of the Stadium Complex used by Team for storage; Team's equipment room, laundry room, x-ray room, cafeteria, interview room, meeting rooms, auditoria, coaching rooms, video rooms, staff locker rooms, players' lounge, locker room, training room, weight room, aerobics room and players' relatives waiting room; and such other areas within the Stadium Complex as County and Team shall designate, from time to time, as "Exclusive Leased Premises".

"Existing Lease Agreements" shall have the meaning set forth in Section 4.6.2 of this Lease.

"Expiration Date" shall have the meaning set forth in Section 5.1 of this Lease.

"Extension Term" shall have the meaning set forth in Section 5.5 of this Lease.

"Field Maintenance" shall have the meaning set forth in Section 11.3(c) of this Lease.

"Final Budget" shall mean that portion of the price for the GMP Contract accepted by County for the items included in the Preliminary Budget, together with such changes to such budget as may be approved by both County and Team.

"Final Plans" shall have the meaning set forth in Section 4.6.1 of this Lease.

"Football Season" shall have the meaning set forth in Section 5.2 of this Lease.

"Future Enhancement" shall have the meaning set forth in Section 12.4 of this Lease.

"GAAP" shall mean generally accepted accounting principles in the United States of America in effect from time to time, consistently applied.

"General Contractor" shall have the meaning set forth in Section 4.2 of this Lease.

"GMP Contract" shall have the meaning set forth in Section 4.6.1 of this Lease.

"GMP Plans" shall have the meaning set forth in Section 4.6.1 of this Lease.

"Hazardous Materials" shall have the meaning set forth in Section 32.14 of this Lease.

"Improvements" shall mean all Enhancements, Level I Enhancements, Future Enhancements and Capital Repairs, as well as all capital improvements to the Project.

"Infrastructure Improvements" shall mean those streets, roads, traffic signals, directional and other signage, bridges and other access routes, utility lines, pipes, wires and other services and other public improvements that are necessary or appropriate in order to permit prompt and efficient access to and egress from (both vehicular and pedestrian), and to permit safe and convenient use of, the Stadium Complex and the Parking Facilities by Team, its officers, directors, agents, employees, contractors, licensees and invitees, and the general public, in a manner consistent with the description in the Architectural Program.

"Initial Term" shall mean the period commencing on the Commencement Date and ending on June 30, 2026.

"Lease Year" shall mean each period of twelve (12) consecutive calendar months during the Term, except that the first Lease Year shall commence on the Commencement Date and end on the following June 30, and each successive Lease Year shall commence on the July 1 following the conclusion of the prior Lease Year and end on the following June 30; provided however, if the Commencement Date occurs between January 1 and June 29, then the first Lease Year shall end on the second following June 30. "Lease Years" means more than one (1) Lease Year. Unless otherwise expressly provided for herein, all terms and conditions herein shall apply the same to the first Lease Year (even if it is a partial Lease Year) as to any full Lease Year.

"Legal Requirements" shall mean any governmental or quasi-governmental law, ordinance, rule or regulation applicable to this Lease, the Stadium Development Project, the Project, Team or County promulgated by any Federal, State or local governmental authority, agency or instrumentality.

"Level I Enhancement" shall have the meaning set forth in Section 12.3 of this Lease.

"Licensee" means a licensee (other than a ticketholder, Club Seat patron or a Private Suite patron) under a specific grant from County or Team to perform a service (for the licensor, Licensee or others) or to provide materials, supplies or equipment to, or by the specific consent of, the licensor.

"Management Agreement" shall have the meaning set forth in Section 11.1 of this Lease.

"Manager" shall mean the manager, from time to time, of the Stadium Complex, including, without limitation, the manager from time to time under the Management Agreement.

"Mediator" shall have the meaning set forth in Section 4.4 of this Lease.

"Net Loss" shall have the meaning set forth in Section 10.3 of this Lease.

"Net Revenue" shall have the meaning set forth in Section 10.3 of this Lease.

"NFL" shall mean the National Football League as now constituted under its existing constitution, or as it may subsequently be constituted or organized, or its successors.

"NFL Franchise" shall mean the franchise granted, from time to time, by the NFL which permits Team to play NFL sanctioned football games.

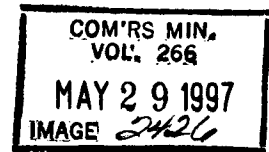
"NFL Rules" shall mean any rule, regulation, order, or decision now or hereafter adopted or approved by the NFL or the commissioner of the NFL or any authorized agent, commission, or committee of the NFL, including any labor-management committee constituted pursuant to any NFL collective bargaining agreement, for the conduct of professional football or the operation of NFL franchises which as of the date hereof include the "Constitution and By-Laws" of the NFL and "National Football League Playing Rules", together with any rules and regulations hereafter adopted in substitution for or in amendment to the existing Constitution and By-Laws or NFL Rules.

"Other Events" shall have the meaning set forth in Section 8.4 of this Lease.

"Other Taxes" shall have the meaning set forth in Section 7.2 of this Lease.

"Parking Facilities" shall mean the Cinergy Field Parking Facilities and the Stadium Parking Facility.

"Person" shall mean an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, estate, unincorporated



association, joint venture or any other entity, the United States, or a federal, state or political subdivision thereof or any agency or court of such state or subdivision.

"PF Amount" shall mean the sum of \$10,533,756.

"Playing Field" shall mean that area of the Stadium comprising a regulation football field appropriate for the playing of NFL games, which field complies with all NFL Rules.

"Plaza" shall mean that area located on the Stadium Site adjacent to the Stadium which is (a) the primary area for pedestrian access to and around the Stadium, and (b) the paved surface area adjacent to the Stadium on which pedestrians can congregate, walk, sit or otherwise engage in activities or on which vehicles can park (if appropriately authorized), and which area may be at different heights on different portions of the Stadium Site.

"Practice Area" shall mean the practice area located as shown on **Exhibit A-1**, together with the improvements thereon consisting of two NFL regulation size natural grass football fields and one NFL regulation size artificial turf football field and such other facilities as described in the Architectural Program.

"Preliminary Budget" shall have the meaning set forth in Section 4.6.3 of this Lease, together with such changes thereto as may be later approved by both County and Team.

"Prime Rate" shall mean, with respect to any specific date, the rate designated as such in the Wall Street Journal on said date or, in the event such rate is no longer available or the Wall Street Journal is no longer published on any date, that rate published in another publication of national scope and selected by County, which rate County reasonably determines is most comparable to the Prime Rate as defined in the Wall Street Journal on the date of this Lease.

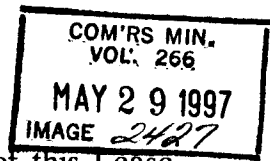
"Private Person" shall mean any Person, except any municipal corporation, public agency, public authority, or other public body or any entity controlled by any of the foregoing.

"Private Suite" shall mean any box, suite, private box or suite, box or suite area, and any other area reserved for sale, rent, or license, as an exclusive area or room, to patrons of the Stadium for the viewing of events held at the Stadium.

"Private Team Use Days" shall have the meaning set forth in Section 8.2 of this Lease.

"Project" shall mean, collectively, the Stadium Complex, the Parking Facilities and the Infrastructure Improvements.

"Project Architect" shall have the meaning set forth in Section 4.2 of this Lease.



"Project Manager" shall have the meaning set forth in Section 4.2 of this Lease.

"Refusal Notice" shall have the meaning set forth in Section 8.6.1 of this Lease.

"Rent" shall have the meaning set forth in Section 6.2 of this Lease.

"Reserve Account" shall have the meaning set forth in Section 13.6 of this Lease.

"Restaurant" shall mean the restaurant, if any, located at the Stadium as described in the Architectural Program, which is intended to be open to the general public.

"Routine Maintenance" shall have the meaning set forth in Section 13.2 of this Lease.

"Schedule" shall have the meaning set forth in Section 4.1 of this Lease.

"Schematic Design Documents" shall have the meaning set forth in Section 4.3.1 of this Lease.

"Spinney Field" shall mean the real property and related improvements located in Cincinnati, Ohio (and having a street address of One Bengals Drive) commonly known as "Spinney Field" and bounded by Barrier Dam Alley on the east, Evans Street on the west and Gest Street on the north.

"Stadium" shall mean the football stadium to be constructed by County on the Stadium Site (exclusive of the Plaza, the Stadium Parking Facility and the Infrastructure Improvements) as required by the Architectural Program, including, without limitation, the Playing Field, with matrix boards and video imaging display screens at both ends of the stadium, and containing such number of seats, including Club Seats and seating in the Private Suites, as set forth in the Architectural Program. The term Stadium includes, without limitation, all "building systems" (such as utilities, heating, ventilating, and cooling systems), scoreboards, video imaging system, and monitors throughout, a public address system, and all other systems constructed (or to be constructed pursuant to the Architectural Program) as part of the Stadium.

"Stadium Amount" shall mean that amount set forth in **Exhibit C** attached hereto and incorporated herein.

"Stadium Complex" shall mean the Stadium Site, the Plaza, the Stadium and the Practice Area; provided however, only if and to the extent (and only for so long as) any portion of the Stadium Parking Facility is located on or within the Stadium Site, then for the purposes of this Lease, such portion of the Stadium Parking Facility shall be deemed excluded from the term "Stadium Complex".

"Stadium Development Project" shall mean, collectively, the acquisition of the Stadium Site, the design, development and construction of the Stadium Complex and



the Stadium Parking Facility, and the work and services necessary in order to provide the Project as described in this Lease.

"Stadium Misuse" shall mean any event that causes material damage to the Stadium Complex or any Component thereof arising out of or in connection with:

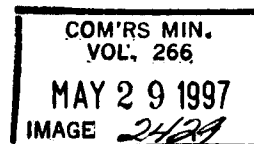
- (a) uses not permitted under this Lease; or
- (b) negligent or willful acts or omissions of the party using the Stadium Complex, including acts or omissions by such party's employees, agents, independent contractors, sublessees, concessionaires, Licensees, representatives and assigns, but excluding a party's licensees (other than Licensees), invitees and guests not included in the foregoing.

"Stadium Parking Facility" shall mean the parking structure(s) and/or related surface parking at any time located on the Stadium Site (or such replacement locations and/or additional parking as may be agreed upon by both parties).

"Stadium Site" shall mean the area located substantially as shown on Exhibit A to this Lease. At the request of either party, the parties shall attach a legal description as Exhibit D to this Lease, which shall provide a metes and bounds description of the Stadium Site.

"State" shall mean the State of Ohio.

"Substantial Completion" or **"Substantially Complete"** or **"Substantially Completed"** shall mean the completion of the Project, including without limitation, the Parking Facilities (subject to the "phase-in" of the Stadium Parking Facility as described on Exhibit E attached to this Lease) and the Infrastructure Improvements, and all Components thereof, to the extent that (a) Team is legally entitled to occupy and use the Stadium Complex and to use the Stadium Parking Facility and the Infrastructure Improvements, and all Components thereof, in accordance with this Lease, (b) the Project Architect has delivered a statement to County and Team stating that the Project, and all Components thereof, has been substantially completed in accordance with the Architectural Program and the Final Plans, subject only to "punch list" type items that do not materially interfere with the use and occupancy of the Project by Team and the general public for the intended purposes and that can be completed within thirty (30) days, (c) permanent, unconditional Certificates of Occupancy, and any other permits and approvals required for Team and the general public to use the Stadium Complex and the Stadium Parking Facility and all Components thereof (including, without limitation, all areas of the Stadium Complex intended for the presentation and viewing of NFL football games (including, without limitation, all Club Seats, Private Suites, and other seating), as well as all restrooms, concession and dining areas, entrances, passageways and parking lots), have been issued to the extent that such certificates, permits and approvals are issued by the applicable authority, and (d) any required approvals of the NFL have been obtained.



"Surplus Parking Area" shall have the meaning set forth in Section 33.9 of this Lease.

"Team" shall have the meaning set forth in the initial paragraph of this Lease.

"Team Contingency" shall have the meaning set forth in Section 4.9 of this Lease.

"Team Default" shall have the meaning set forth in Section 22.1 of this Lease.

"Team Delay" shall have the meaning set forth in Section 4.8 of this Lease.

"Team Designee" shall have the meaning set forth in Section 11.1 of this Lease.

"Team Use Days" shall have the meaning set forth in Section 8.2 of this Lease.

"Term" shall have the meaning set forth in Section 5.1 of this Lease.

"Ticket Surtax" shall have the meaning set forth in Section 7.2 of this Lease.

"Untenantability Period" shall have the meaning set forth in Section 20.1 of this Lease.

1.2 **Accounting Terms.** Unless otherwise specifically provided, any accounting term used in this Lease shall have the meaning customarily given in accordance with GAAP. Unless otherwise specifically provided, all financial computations shall be computed in accordance with GAAP, as consistently applied.

ARTICLE 2

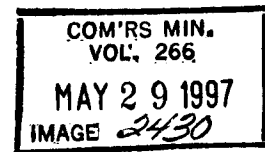
LEASED PREMISES

2.1 **Lease of Stadium Complex.** In consideration of the mutual covenants and agreements contained in this Lease, as of the Commencement Date, County hereby leases, rents and demises to Team, and Team hereby leases from County, the Stadium Complex.

ARTICLE 3

OWNERSHIP OF INTERESTS

3.1 **County's Ownership Interest.** It is acknowledged by the parties hereto that, at all times, County shall own one hundred percent (100%) of the fee interest in the Project.



3.2 **Team's Ownership Interest.** It is acknowledged by the parties that, during the term of this Lease and subject to the provisions set forth in this Lease, Team shall own a leasehold interest in the Stadium Complex. Team agrees that all Base Rent and other payments required to be made by Team hereunder shall be made solely to County and shall constitute property of County. On the last day of the Term, as said term may be extended as provided in Section 5.4, or upon any earlier termination of the Lease, Team's leasehold interest shall revert to County without the necessity of any further action by either party hereunder, provided, however, that upon County's request, Team shall execute and deliver to County (in recordable form) all documents necessary to evidence such reversion.

ARTICLE 4

CONSTRUCTION OF THE PROJECT

4.1 **General Design and Construction.** County shall cause the Project to be designed, constructed, developed and completed in accordance with the Architectural Program, this Lease and the Final Plans to be prepared in accordance with the provisions of this Article 4, all in a good and workmanlike manner and in compliance with all Legal Requirements and NFL Rules. The Stadium Complex shall be located on the Stadium Site. The costs of such design, construction, development and completion shall be borne by County, except to the extent that the State has obligations to pay for or share in certain costs of construction of the Project. County shall be responsible for coordinating all arrangements with the City, the State, applicable federal agencies, and/or their respective contractors, concerning the construction and/or development of all Infrastructure Improvements. From time to time after the date hereof, but no less frequently than once per calendar month, County shall prepare for Team an update of its most recent project development schedule (the "Schedule") reflecting current information regarding the time lines for the design and construction of the Project; provided that (and notwithstanding anything else set forth in this Lease) under no circumstances shall any receipt or approval by Team of the Schedule or modification or update of the Schedule be, or be deemed to be, a waiver or release by Team of its rights or remedies for the failure by County to Substantially Complete the Project by August 1, 2000 (the "Completion Target Date"). In addition to the foregoing, on January 6, 2000 and again on June 1, 2000 the Project Architect, Project Manager, Construction Manager, Team and County shall together conduct a thorough physical inspection of the Project to confirm progress. Promptly following each such inspection, the Project Architect, Project Manager and Construction Manager shall provide written certification to Team that the Project is on schedule to meet the Completion Target Date (or if not, the date on which Substantial Completion of the Project is reasonably expected to occur). The design and construction process for the Project, and the entire Stadium Development Project, shall, be a cooperative mutual endeavor in which County and Team shall work together, and County shall ensure that Team is actively and materially involved in the design, development and construction phases of the Project and the entire Stadium Development Project (excluding acquisition of the Stadium Site).

4.2 **Selection of Contractors and Consultants.** County has selected (a) NBBJ East Limited Partnership as the architect for the Stadium Complex and the Parking Facilities (the "Project Architect"), (b) Getz Ventures as the manager for the Project (the "Project Manager"), and (c) Turner Construction Company, Barton Mallow and D.A.G. Construction Company, Inc. as the construction manager for the Project (the "Construction Manager"). County may also enter into a general construction contract for the Stadium Complex and the Stadium Parking Facility with a contractor (if applicable, the "General Contractor") selected through a public bidding process. Team shall have the right to participate in the selection process for the General Contractor, provided that the final decisions regarding the selection and retention of the General Contractor shall be made solely by County. County will not terminate (other than by a reason of a default by such entity under its applicable contract with County), or appoint a new entity as, the Project Architect, Project Manager, Construction Manager or General Contractor without the prior consent of Team, which consent shall not be unreasonably withheld or delayed.

4.3 **Design and Construction Documents.**

4.3.1 County has caused the Project Architect to prepare the 100% complete schematic design set for the Stadium (the "Schematic Design Documents").

4.3.2 County shall cause the Project Architect to prepare 100% complete design development documents for the Stadium Complex and the Stadium Parking Facility including, but not limited to, site plans, floor plans, elevations and enlarged floor plans (the "Design Development Documents"). Six (6) sets of the Design Development Documents shall be submitted to each of County and Team for their approval. The Design Development Documents shall be based upon and consistent with the Architectural Program. At the time of submission of the Design Development Documents, the Project Architect shall certify in writing to Team that such Design Development Documents are consistent with the Architectural Program (or, if not, identifying with specificity any items that are not consistent with the Architectural Program). To the extent that Team approves Design Development Documents that are inconsistent with the Architectural Program, then, for the purposes of this Lease (including, without limitation, any required approvals of Construction Documents and County's construction obligations hereunder), the Architectural Program shall thereafter be deemed modified by such approved Design Development Documents but only to the extent that (a) the Project Architect previously certified in writing to Team as to such inconsistencies and (b) Team expressly and specifically consented in writing to such inconsistencies.

4.3.3 County shall cause the Project Architect to prepare, after approval of the Design Development Documents, 100% complete construction documents including, but not limited to, all architectural, mechanical and electrical drawings, and all final site plans and landscaping, setting forth in detail all construction requirements for the construction of the Stadium Complex and the Stadium Parking Facility (the "Construction Documents"). Six (6) sets of the



permitted unless County and Team agree to the change or unless otherwise provided for herein. Any change from a previously approved Design Development Document or Construction Document (unless required by the Architectural Program) shall be pursuant to a written agreement with County and Team authorizing such change and specifying the method of resolving any cost or time impacts associated with such change.

4.3.5 The approval of Design Development Documents (or the Construction Documents, to the extent Team's approval thereof is required pursuant to Section 4.3.3) by Team shall not (a) be deemed to create any liability on the part of Team, or any rights on behalf of any third party, with respect to the designs, plans or specifications set forth therein or be deemed an acknowledgment or representation that such designs, plans and specifications are in compliance with applicable Legal Requirements or good engineering, architectural or construction practices or be deemed a waiver of any obligation to provide a Project which meets the specified standards of design, construction and finish, or (b) unless expressly and specifically authorized by Team, relieve County of its obligation to cause the Project to be completed in accordance with the Architectural Program, the approved Design Development Documents, and the requirements of this Lease. In addition, notwithstanding any provisions in this Article 4 to the contrary, County and its Project Architect (and not Team) shall at all times be responsible for ensuring that all specifications for the Project comply with, and are consistent with, the Architectural Program.

4.4 **Objections to Design Documents.** Within twenty (20) days after receipt of the Design Development Documents (or any applicable Construction Documents for which Team's approval is required pursuant to Section 4.3.3), County or Team, as the case may be, shall promptly notify the other party in writing of the specific objections that such party has thereto with reference to the standards set forth in Section 4.5 below. Failure to so notify the other party within such twenty (20) day period shall be deemed to constitute approval by such party of the Design Development Documents (or the applicable Construction Documents for which Team's approval is required). County, at its cost and expense, shall cause the Project Architect to provide such assistance to Team as Team may reasonably request in connection with Team's review for approval of the Design Development Documents (and any applicable Construction Documents for which Team's approval is required). County and Team shall each designate one individual (the "Authorized Construction Representative" for such party) to make or receive notice of objections and to resolve such objections as provided in this Section 4.4. If the Authorized Construction Representative for County and Team agree that an objection is warranted, County shall direct the Project Architect to make appropriate modifications to the Design Development Documents (or the Construction Documents, to the extent applicable), and to resubmit such documents for approval. Such resubmitted documents shall be subject to the same procedures for making objections as are set forth in this Section 4.4. If the Authorized Construction Representative for County and Team do not agree within five (5) calendar days after notice of an objection is made that such objection is warranted, the Authorized Construction Representatives shall meet within five (5) calendar days thereafter with a third individual mutually agreeable to Team and County (the "Mediator"). The

Construction Documents shall be submitted to each of County and Team on or before the date set forth in the Schedule for such submission. The Construction Documents shall be based upon and consistent with the Architectural Program and the approved Design Development Documents (but only to the extent, unless expressly and specifically agreed to by Team, the approved Design Development Documents are consistent with the Architectural Program). At the time of submission of the Construction Documents, the Project Architect shall certify in writing to Team that the Construction Documents are consistent with the Architectural Program and the approved Design Development Documents (or, if not, such certificate shall identify with specificity any items that are not consistent with the Architectural Program and the approved Design Development Documents). Team's approval of Construction Documents shall be required only to the extent any such Construction Documents (a) are inconsistent with the Architectural Program or the approved Design Development Documents or (b) relate to selection of furniture, fixtures, finishes or equipment. To the extent that Team approves Construction Documents that are inconsistent with the Architectural Program or the approved Design Development Documents, then, for the purposes of this Lease (including without limitation, County's construction obligations hereunder), the Architectural Program and the approved Design Development Documents shall thereafter be deemed modified by such approved Construction Document but only to the extent that (x) the Project Architect previously certified in writing to Team as to such inconsistencies and (y) Team expressly and specifically consented in writing to such inconsistencies.

4.3.4 County shall consult with Team and keep Team actively and materially involved in all phases of the preparation of plans and specifications for the Project. The Project Architect shall be instructed that in the preparation of the Design Development Documents and the Construction Documents, the Project Architect is to consult with Team's Authorized Construction Representative (as defined in Section 4.4 below) in order to ascertain Team's needs and desires in connection with the Project, and Team's reasonable requirements shall, to the extent not inconsistent with the Architectural Program or the approved Design Development Documents (after approval of the Design Development Documents), be incorporated into the plans and specifications then in process. At the time that the Project Architect submits any proposed plans or other material to County for its approval (including, without limitation, any revised GMP Plans pursuant to Section 4.6.2 below), the Project Architect shall also submit such documents to Team for its review (and approval in the case of the Design Development Documents and Construction Documents for which Team's approval is specifically required pursuant to Section 4.3.4 above), accompanied by a certification from the Project Architect to Team that such items are consistent with the Architectural Program and the approved Design Development Documents (or, if not, identifying with specificity any items that are not consistent with the Architectural Program and the approved Design Development Documents). No change from a previously approved Design Development Document or Construction Document (unless required by the Architectural Program) shall be

Mediator, the Authorized Construction Representative for County and the Authorized Construction Representative for the Team shall comprise the "Construction Design Committee." The Construction Design Committee, shall promptly (and in no event later than five (5) calendar days after their initial meeting) determine whether the objection is warranted. The determination of the Construction Design Committee, by a two-thirds (2/3) vote, shall be in writing and shall be final and binding upon County and Team. If the Construction Design Committee determines that an objection is warranted, County shall direct the Project Architect to make appropriate modifications to the Design Development Documents (or the Construction Documents, to the extent applicable) and to resubmit such documents for approval. Such resubmitted documents shall be subject to the same procedures for making objections as are set forth in this Section 4.4.

4.5 Guidelines for the Construction Design Committee. In resolving objections to the Design Development Documents or the Construction Documents, as the case may be, made in accordance with the provisions of Section 4.4 above, the Construction Design Committee shall be controlled by the Architectural Program and previously approved architectural drawings (but only to the extent, unless expressly and specifically agreed to by Team, such architectural drawings are consistent with the Architectural Program) and County's obligation to meet the Completion Target Date. Subject to the controlling provisions of the foregoing sentence, in resolving such objections, the Construction Design Committee shall be required to use the following guidelines:

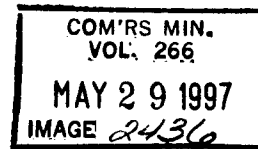
- (a) The Stadium Complex shall have maximum functionality for football operation and football revenue, subject to the constraints of the Preliminary Budget;
- (b) The design for the Stadium Complex shall be flexible to accommodate future enhancements and revenue opportunities, subject to the constraints of the Preliminary Budget;
- (c) The Stadium Complex is to be architecturally significant and "landmark," subject to the constraints of the Preliminary Budget;
- (d) All work shall be done in a good and workmanlike manner and in accordance with all Legal Requirements and NFL Rules; and
- (e) Reasonable accommodations shall be made with respect to the relationship between capital expenditures and future operating costs for the Stadium Complex, subject to the constraints of the Preliminary Budget.

4.6 GMP Process; Revisions.

4.6.1 At approximately such time as the 100% Design Development Documents have been submitted to and approved by Team, or such other appropriate time as may be approved by Team, a package of architectural

documents (to be designated in writing by County on the documents as the "Proposed GMP Plans") shall be submitted by County to Team for its approval and, upon approval by Team, such documents and the Architectural Program (collectively, the "GMP Plans") shall be submitted to the Construction Manager in order to obtain the Construction Manager's price for a guaranteed maximum price contract (the "GMP Contract") for the items included in the Preliminary Budget based on such GMP Plans. If the price set forth in the GMP Contract for the items included in the Preliminary Budget is less than or equal to the cost set forth in the Preliminary Budget for such items (such amount, being the Stadium Amount plus the PF Amount, hereinafter referred to as the "Bid Target"), the GMP Plans shall be deemed the "Final Plans".

4.6.2 In the event that the price set forth in the submitted GMP Contract for the items included within the Preliminary Budget exceeds the Bid Target and precludes County from accepting the GMP Contract, then County shall within twenty (20) days thereafter either (a) increase the Preliminary Budget to an amount equal to the applicable price set forth in the GMP Contract for the items included in the Preliminary Budget, or (b) submit revised GMP Plans (which may reduce the scope of the work and/or substitute materials or work) to Team for its approval, which approval may be withheld by Team in its sole discretion and, in no event shall Team's objections to the revised GMP Plans be subject to the resolution process set forth in Section 4.4 above. Otherwise the revised GMP Plans shall be subject to the same procedures set forth in Section 4.3 above. If County elects to submit revised GMP Plans, Team, by written notice to County, within fifteen (15) days after receipt of such revised GMP Plans, may either accept or disapprove such revised GMP Plans. If Team makes no election it will be deemed to have disapproved the revised GMP Plans. If Team accepts such revised GMP Plans, County shall re-submit such revised GMP Plans to the Construction Manager in order to obtain the Construction Manager's new price in a GMP Contract for the items included in the Preliminary Budget. Upon submission of the revised GMP Plans to the Construction Manager, the provisions of this Section 4.6 shall again apply. The GMP Plans, as the same may have been revised and approved pursuant to the provisions of this Section 4.6.2, shall, if the new price set forth in the GMP Contract for the items included within the Preliminary Budget does not exceed the then applicable Bid Target, be deemed the Final Plans. If the price set forth in the GMP Contract for the items included in the Preliminary Budget continues to exceed the then applicable Bid Target, County may continue to propose revisions to the GMP Plans in the manner hereinabove provided, and the procedures set forth herein shall be applicable to such revisions; provided, however, in the event that on or prior to December 31, 1997 (i) Team has not approved the revised GMP Plans or (ii) a GMP Contract for GMP Plans approved by Team has not been received and accepted by County, Team, without in any way incurring any liability to County, shall have the right, exercisable by written notice given to County on or prior to January 31, 1998, to terminate this Lease and any other agreements entered into by Team in connection herewith. Upon any such termination of this Lease by Team, (x) neither County nor Team may claim any legal rights against the



other by reason of this Lease or the taking or omission of any action or reliance thereon and (y) neither County nor Team shall be deemed to have given up any rights which it had prior to entering into this Lease, including, without limitation, any rights under Team's existing leases for Cinergy Field and Spinney Field, together with such other agreements (other than this Lease) previously or hereafter entered into relating to Team's use of Cinergy Field and/or Spinney Field (Team's existing leases for Cinergy Field and Spinney Field, together with such agreements (other than this Lease) relating to Team's use of Cinergy Field and/or Spinney Field, are hereinafter collectively referred to as the "Existing Lease Agreements").

4.6.3 The parties anticipate that the budget for the Stadium is as shown on **Exhibit C**. For purposes of this Lease, the term Preliminary Budget shall mean the aggregate sum of the Stadium Amount plus the PF Amount, which aggregate sum includes costs for the following items (being categories in the Parties' Computations (Final) dated May 28, 1997):

Stadium - Direct construction costs, furniture, fixtures and equipment, permits and assessments, construction management fee, construction contingency, design contingency, owner contingency, escalation and allocable portion of design fees and other owner direct costs (including project management fees)

Practice Area - Direct construction costs, furniture, fixtures and equipment, permits and assessments, construction management fee, construction contingency, design contingency, owner contingency, escalation and allocable portion of design fees and other owner direct costs (including project management fees)

County and Team agree that nothing contained in this section or otherwise in this Lease shall create any separate limit on the costs of the Stadium alone or any separate limit on the costs of the Practice Area alone. Team and County agree that prior to the execution of the GMP Contract, the budget for the Project as contemplated by the Parties' Computations (Final) dated May 28, 1997 shall be reduced by the sum of \$4,000,000.

4.7 **Completion.** County shall cause Substantial Completion of the Project in accordance with the requirements of the Final Plans, the Architectural Program and this Lease to occur by the Completion Target Date. In the event County fails to meet the Completion Target Date, Team shall be entitled to exercise the remedies set forth in Section 5.3 below. Notwithstanding the foregoing, County shall use all commercially reasonable efforts to cause (a) the Administrative Offices to be Substantially Completed on or prior to April 10, 2000 so as to permit Team's occupancy thereof for their intended purposes by such date, (b) the Practice Area and Team's locker room, equipment room, training room, weight room, aerobics room, coaching rooms, cafeteria, interview room and related facilities to be Substantially Completed on or prior to May 1, 2000 so as to permit Team's occupancy thereof for their intended purposes by such date, and (c) the remainder of the Project to be Substantially

Completed by June 1, 2000 so as to allow, among other things, appropriate time to move into the Stadium (i) all of Team's staff, (ii) Team's concessionaire's staff, (iii) the Stadium's operations staff, and (iv) appropriate County personnel; provided, however, that failure by County to cause any such areas to be Substantially Completed and delivered to Team within the dates mentioned in this sentence shall not be deemed a County Default or otherwise give rise to a claim by Team for any damages, as the parties acknowledge that Team's damages arising from any delays in Substantial Completion of the Project or any parts thereof shall be controlled by Section 5.3 of this Lease and shall arise only in the event the Substantial Completion of the Project does not occur by the Completion Target Date. To the extent the aforementioned areas are Substantially Completed prior to the Substantial Completion of the Project, County shall permit Team to occupy, and commence its business operations in and from, such areas, subject to such reasonable requirements as County and/or the Construction Manager may have with respect to such phased and partial occupancy.

4.8 **Team Delay.** If (a) the Substantial Completion of the Project is delayed as a direct result of (i) any Change by Team under Section 4.9 of this Lease, (ii) Team's failure to approve, or provide notice of objection to, any documents or items required to be submitted for its approval under Article 4 of this Lease within the time period(s) expressly provided for in Article 4, or (iii) any interference caused by Team (or any of Team's contractors, licensees, concessionaires or agents entering the Stadium prior to the date of Substantial Completion) with construction activities relating to the Project performed on County's or its contractor's behalf (each of the events described in the foregoing clauses (i) through (iii) a "Team Delay"), and (b) with respect to above clauses (ii) and (iii) only, County shall have also provided Team with notice of the occurrence of such Team Delay and Team, within thirty-six (36) hours after Team's receipt of the applicable notice from County, shall have failed to cure such failure or interference, then, for all purposes of this Lease (including, without limitation, the provisions of Section 5.3 of this Lease), then the Completion Target Date shall be postponed for that number of days as is equal to the number of days that Substantial Completion of the Project is delayed beyond August 1, 2000 as a direct result of such Team Delay; provided further, however, that (x) with respect to Team Delays described in clause (ii) above only that occur prior to the date the GMP Contract is signed by County, such Team Delays shall postpone the Completion Target Date only in the event and only to the extent that the total number of such Team Delays occurring during such period exceeds seven (7) days, and (y) with respect to a Team Delay described in clause (i) above only, in no event shall such Team Delay be deemed greater than the number of days agreed to in writing by Team at the time of its approval of the applicable Change.

4.9 **Changes and Team Contingency.** Team shall have the right to cause the Project Architect to make changes ("Changes") in the Final Plans, which Changes shall be reflected in amendments to and shall be for all purposes incorporated in the Final Plans, provided that all of the following conditions are satisfied:

4.9.1 Project Architect and the Construction Manager confirm that such Change will not result in a delay in Substantial Completion of the Project such that, unless the parties agree otherwise, County would be unable to Substantially

Complete the Project by the Completion Target Date; provided that Team, at its election, may waive the requirement of completion by the Completion Target Date if it also agrees to the delay of the date by which Substantial Completion must be achieved by the specified number of days of delay that the Construction Manager determines would result from such Change;

4.9.2 County, in its reasonable judgment, has not determined that such Change will materially and adversely affect the aesthetics or structural integrity of the Project; and

4.9.3 The aggregate increased cost of such Change (including for such purposes the design fees of the Project Architect for making the Change and other related costs and expenses) shall not exceed the aggregate of any reductions in costs (which reductions shall be deemed to include a 6% increase for contingencies) resulting from such Change or any other cost reductions experienced as a result of any other Changes in the Final Plans, plus any remaining portion of the Team Contingency (as defined below); provided, however, if such aggregate increased cost exceeds the aggregate of any such reductions (together with any remaining portion of the Team Contingency), this condition will be deemed satisfied if Team deposits funds with County sufficient to pay such excess).

With respect to Changes that may be requested by Team, County, at its sole cost and expense, and in excess of any amounts provided for in the Final Budget, shall make available to Team an allowance of \$5,000,000 (the "Team Contingency") for the purpose of paying for the cost of any such Change, consisting of the following:

- (a) \$1,000,000; plus
- (b) sixty percent (60%) of the first \$6.67 million of reductions, if any, in the total cost of the items of soft costs specified in the Parties' Computations (Final) dated May 28, 1997 relating to (i) design, construction, or owner contingencies and/or (ii) architectural/engineering, project management, and construction management fees as measured against (x) at the time the GMP Contract is signed by County, the cost of these items specified in the GMP Contract and (y) thereafter, final amounts for such items of soft costs when ascertained; provided, however, in no event shall the total amount added to the Team Contingency pursuant to this clause (b) exceed \$4,000,000.

Upon Substantial Completion of the Project any remaining portion of the Team Contingency shall be deposited in a reserve account to be held in Team's name, which account may be used by Team to pay for the cost of Improvements to the Stadium made during the Term by Team in its sole and absolute discretion.

4.10 Construction Insurance.

4.10.1 County shall carry, or cause its Construction Manager or General Contractor to carry, Comprehensive General Liability Insurance in the minimum

limit of not less than Twenty-Five Million Dollars (\$25,000,000.00) combined single limit during construction of, or during any Capital Repairs to, the Stadium Complex.

4.10.2 County shall cause its architects and engineers to carry, relative to the design of and work on the Project, including any Capital Repairs to the Stadium Complex, Architects' and Engineers' Professional Liability Insurance with a minimum limit of not less than Ten Million Dollars (\$10,000,000.00) per claim.

4.10.3 County shall maintain or cause to be maintained All Risk Builder's Risk Insurance with Flood and Earthquake for the full replacement cost of the Stadium Complex and the Stadium Parking Facility during all periods that the Project is under construction, reconstruction or expansion, and during any period that Capital Repairs are being made to the Stadium Complex or the Stadium Parking Facility. Team shall be named an additional insured and loss payee with respect to all such policies provided that all insurance proceeds (other than any proceeds paid with respect to any property of Team) are to be paid over to County for any restoration work to be performed.

4.10.4 County shall (a) maintain worker's compensation insurance in the statutory amount and cause contractors to do likewise during all periods of construction on or with respect to the Project, and (b) carry and cause contractors to carry employer's liability (Ohio Stop Gap) insurance in an amount not less than \$500,000.00 per accident, \$500,000.00 per disease and \$500,000.00 policy limit on diseases.

4.10.5 County shall carry and shall cause the General Contractor and the Construction Manager and subcontractors working on or at the Project to carry automobile liability insurance, including owned, non-owned, leased and hired motor vehicle insurance coverage, with limits of not less than \$1,000,000.00 combined single limit for bodily injury or death and property damage.

4.10.6 All insurance required pursuant to this Section 4.10 shall be in form and content reasonably satisfactory to Team and carried with insurance companies rated A minus VII or better by the current Best's Key Rating Guide or the equivalent in subsequent editions, and authorized to do business in the State of Ohio, or otherwise reasonably acceptable to Team. All policies shall (a) name Team as an additional insured; (b) stipulate that such insurance is primary and is not additional to any insurance carried by Team; (c) waive any and all rights of subrogation against Team with respect to the insurance required by Section 4.10.3 above; (d) contain within the policy or by endorsement a cross liability or severability of interest clause; and (e) provide that the insurance may not be canceled without at least thirty (30) days prior notice being given by the insurer to Team. Prior to County's entry onto the Stadium Site or the start of construction, County shall furnish to Team certified copies of each insurance policy to evidence required coverages.



4.11 **Application of COA Revenues; COA's Generally.**

4.11.1 County shall receive and retain all revenues (net of commissions, fees, taxes and other customary and reasonable expenses relating to the sale of the COA's) generated from the sale of COA's prior to August 1, 2000 and hereby covenants and warrants that all such revenues shall be applied to the payment of hard construction costs of the Stadium. Upon request by Team, County shall promptly provide Team with written evidence reasonably documenting County's compliance with the foregoing.

4.11.2 Without prejudice to County's right to sell COA's through July 31, 2000 for Football Seasons after the year 2000 Football Season, County hereby agrees and acknowledges that from and after November 1, 1999 Team shall have the full and unfettered right to sell and market single game, partial season and season tickets for Team's NFL games scheduled to be played at the Stadium for the year 2000 Football Season.

4.11.3 County and Team hereby agree that, effective as of August 1, 2000, County shall assign to Team and Team shall assume from County, all rights and obligations of County to provide seating under COA's sold prior to August 1, 2000 and Team shall have the further right to sell (and retain all revenues arising from) additional COA's from and after August 1, 2000. County's assignment and Team's assumption of the COA's shall be pursuant to such assignment and assumption agreement(s) as shall be mutually satisfactory to County and Team.

ARTICLE 5

TERM

5.1 **Term.** The term of this Lease (hereinafter referred to, as the same may be extended under Section 5.5 hereof, as the "Term") shall commence on the date (the "Commencement Date") on which Team occupies the entire Stadium Complex in accordance with Section 5.2 hereof (but in no event shall the Commencement Date be deemed to occur prior to the Completion Date) and end on June 30, 2026 (hereinafter, as the same may be extended as hereinafter provided, referred to as the "Expiration Date"), or on such earlier date on which this Lease has been terminated pursuant to the provisions of this Lease. Upon determination of the Commencement Date, the parties shall execute a supplement to this Lease setting forth the Commencement Date.

5.2 **Initial Occupancy.** Subject to the provisions of the immediately following sentence, Team shall occupy the Stadium Complex no later than the first day of the first Football Season after the Project is Substantially Complete. If the Project is Substantially Completed after Team's first six (6) scheduled NFL home games (including preseason games) of a Football Season, Team may, at its option (and

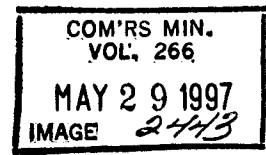
without limiting any remedies available to Team at law or in equity, including, without limitation, those under Section 5.3), elect to occupy the Stadium Complex at any time during such Football Season, or at any time prior to the first day of the next Football Season. As used in this Lease, a "Football Season" shall mean the period from seven (7) days prior to the first NFL pre-season game through the last Team game during the ensuing NFL football season (or the last post-season game in which Team is a participant, if applicable). Team agrees to use good faith efforts to request the NFL to schedule its two home preseason games for the year 2000 Football Season during the last two weeks of such NFL preseason; it being acknowledged however, that Team's ability to arrange for such scheduling may require cooperation from the current other co-tenant of Cinergy Field and may be subject to other circumstances beyond Team's control.

5.3 Delay in Occupancy. If the Project is not Substantially Completed by the Completion Target Date, the parties agree that Team would suffer damages in the form of, among other things, lost Private Suite revenues, Club Seat revenues, advertising revenues, ticket revenues, concessions revenues, and parking revenues, that are substantial costs to Team but that are difficult to estimate precisely in amount at this time and will likely be difficult to measure at the time of such failure. Consequently, County agrees that in the event the Project is not Substantially Completed by the Completion Target Date, and as a result thereof, Team is unable to play any of its home NFL games (including preseason games) at the Stadium scheduled on or after the Completion Target Date occurring during the year 2000 Football Season or for any subsequent Football Season, County or its contractor shall pay Team a per game sum equal to (a) \$4,000,000 (or \$2,000,000 if such delay is the direct result of a Construction Force Majeure, subject to the provisions of Section 5.4 below) for each of the first six (6) of Team's home NFL games (including preseason games) not played at the Stadium on or after the Completion Target Date during the year 2000 Football Season and (b) \$6,000,000 (or \$3,000,000 if such delay is the direct result of a Construction Force Majeure, subject to the provisions of Section 5.4 below) for each of the first six (6) of Team's games not played at the Stadium during the year 2001 Football Season and any subsequent Football Season. Each such amount shall be paid by County to Team within fifteen (15) days after the date of the applicable scheduled game not played at the Stadium. In addition to the foregoing, in the event that (i) the Project is not Substantially Completed by August 1, 2001 (or, to the extent applicable, any subsequently occurring August 1) or (ii) in the good faith opinion as of March 1, 2001 (or, to the extent applicable, any subsequently occurring March 1) of the Project Architect the Project will not be Substantially Completed by August 1, 2001, then Team, without in any way incurring any liability to County, shall have the right at its option, in lieu of accepting the damages for such Football Season as set forth above, to terminate this Lease and any other agreements entered into by Team in connection herewith. Such termination right may be executed by Team by delivery of written notice to County within thirty (30) days after the applicable March 1 (with respect to termination based on clause (i) above) or the applicable August 1 (with respect to termination based on Clause (ii) above), as the case may be. Upon any such termination of this Lease by Team, (x) neither County nor Team may claim any legal rights (other than Team's rights with respect to any payments required by County under this Section 5.3) against the other by reason of this Lease or the taking

or omission of any action or reliance thereon and (y) neither County nor Team shall be deemed to have given up any rights which it had prior to entering into this Lease, including, without limitation, any rights under the Existing Lease Agreements. In addition, in the event the Project is not Substantially Completed by the Completion Target Date and Team has not (to the extent applicable) elected to terminate this Lease, then (1) until such time as the Stadium Complex is occupied by Team, Team shall have the right to continue to occupy Cinergy Field for the purpose of playing Team's home games therein on a "rent free" basis and otherwise upon the terms and conditions in effect with respect to Team's leasing of Cinergy Field for the 1999-2000 lease year and (2) County shall maintain Cinergy Field in good condition and repair so as to permit Team's continued use thereof until Team abandons the same. Team may terminate any such arrangement for the use of Cinergy Field upon giving ninety (90) days prior written notice to County.

5.4 Construction Force Majeure. For the purposes of Section 5.3 above, a Construction Force Majeure shall mean any one or more of the following which results directly in the failure of the Project to be Substantially Completed on or before the Completion Target Date: strike; lockout; labor trouble; act of God; war; civil disorder; riot; lightning; earthquake; fire; hurricane; tornado or flood, provided, however, that a Construction Force Majeure shall permit County to pay the reduced amount of per game liquidated damages set forth in Section 5.3 above if and only to the extent that (a) construction delays attributable to Construction Force Majeure exceed (i) fifteen (15) days for the calendar year 1998, (ii) seven (7) days for the calendar year 1999, and (iii) three (3) days for the calendar year 2000 and (b) such days of Construction Force Majeure in excess of the aforementioned yearly thresholds are solely responsible for the failure of the Project to be Substantially Completed on or before the Completion Target Date.

5.5 Extension of the Initial Term. County hereby grants to Team options to extend the Initial Term on the same terms, conditions and provisions as contained in this Lease, except as otherwise provided herein, for five (5) consecutive periods of two (2) years each after the expiration of the Initial Term (each, an "Extension Term"), each of which Extension Terms shall commence on the day immediately following the last day of the Initial Term (as it may be so extended) and end on the second (2nd) anniversary of the most recent Expiration Date. Each such option to extend the Term shall be exercisable by written notice from Team to County given no later than twelve (12) months prior to the then forthcoming Expiration Date, time being of the essence. Team may only exercise any of its options to extend the Term, and an exercise thereof shall only be effective, if at the time of Team's exercise of the option and on the commencement date of the applicable Extension Term this Lease is in full force and no Team Default then exists. If Team does not properly exercise its option to extend the Term for a particular Extension Term, that option and all subsequent options to extend shall thereupon expire. Upon the valid exercise by Team of an option to extend the Term, at the request of either party hereto and within forty-five (45) days after such request, County and Team shall enter into a written supplement to this Lease confirming the terms, conditions and provisions applicable to the Extension Term as determined in accordance with the provisions of this Section 5.5.



ARTICLE 6

RENT

6.1 **Base Rent.** Team shall pay an annual base rent ("Base Rent") to County for the Stadium Complex during the first nine (9) Lease Years in accordance with the following schedule:

<u>Lease Year</u>	<u>Base Rent</u>
1	\$1,700,000.00
2	1,600,000.00
3	1,500,000.00
4	1,400,000.00
5	1,300,000.00
6	1,200,000.00
7	1,100,000.00
8	1,000,000.00
9	900,000.00

Base Rent payable for the first Lease Year, which may be a partial year, shall not be prorated based on the actual number of days of such partial year falling within the Term.

6.2 **Manner and Time of Payment.** Base Rent (which, together with all other amounts becoming due from or payable by Team hereunder is hereinafter collectively referred to as "Rent") shall be paid on or before January 10 of each Lease Year in lawful money of the United States to County at the offices of County, or at such other location designated from time to time by written notice from County to Team. From and after the Commencement Date, the payment of Rent hereunder is independent of each and every covenant or other agreement contained in this Lease, and Rent shall be paid without any setoff, abatement, counterclaim or deduction whatsoever, except as may be expressly provided herein.

ARTICLE 7

TAXES

7.1 **Payment of Real Estate Taxes.** If at any time during the Term the Project is not exempt from the imposition of real estate taxes and personal property taxes, the parties agree that such impositions shall be paid by County. The term "real estate taxes" shall mean all real estate taxes and assessments or substitutes therefor or supplements thereto upon all or any portion of the Project, for any whole or partial tax year or period occurring during the Term hereof. If and to the extent that due to a change in the method of taxation or assessments, any franchise, capital stock, capital,



rent, income, profit, use or other tax or charge shall be a substitute for or supplement to any of the foregoing, then all such items shall be included within the term "real estate taxes" for the purposes of this Lease. All expenses, including attorneys' fees and disbursements, experts' and other witnesses' fees, incurred in contesting the validity or amount of any "real estate taxes" or in obtaining a refund of "real estate taxes" shall be considered as part of the "real estate taxes" for the year in which they are paid.

7.2 Taxes by County. Team recognizes the imposition by County of a \$0.25 per ticket surtax (the "Ticket Surtax") payable as of the date of this Lease for tickets sold by Team and Team shall not object to the continuance by County of the Ticket Surtax; provided however, that if such Ticket Surtax is not charged for tickets sold for professional baseball games at Cinergy Field or at the anticipated new professional baseball stadium to be constructed in Hamilton County or for Other Events or for other for-profit events held at the Stadium, Cinergy Field or the new baseball stadium for which an admission charge is collected, County covenants that the Ticket Surtax shall not thereafter be charged in connection with ticket sales by Team. In addition to the foregoing, except for the Ticket Surtax in an amount not to exceed \$0.25 per ticket (and subject to the foregoing provision of this Section 7.2), neither County nor any County Entity shall directly or indirectly impose on Team (a) any sales, service, admission, gross revenue or other tax, assessment, charge, or levy in addition to or in lieu of the Ticket Surtax with respect to attendance at games, gate admissions, ticket sales, or revenues from public attendance at games, (b) any tax on the Private Suite rental or license fee or upon the Club Seat license fee or premium, (c) any real property, ad valorem, intangible property, leasehold, or similar tax or assessment with respect to the use of the Stadium, or (d) any amusement or similar tax, assessment, charge or levy with respect to the public performance of football games (all of the foregoing, collectively referred to as "Other Taxes"). If and to the extent that in any year during the Term Other Taxes are directly or indirectly imposed by County or any County Entity on Team, such imposition shall not constitute a County Default hereunder; however, in such event, County, on or before February 28 of the following year, shall pay to Team the amount of such Other Taxes paid directly or indirectly by Team. In the event County fails to make such payment, Team, in addition to any other rights or remedies available to it under this Lease, shall have the right to off-set any amounts County owes Team against any amounts Team owes County under this Lease.

ARTICLE 8

USE OF STADIUM COMPLEX

8.1 Team's Use. During the Term, Team and its officers, directors, agents, employees, contractors, licensees, invitees and guests shall be entitled to possession and use of the Stadium Complex for the following purposes and no other purposes:

8.1.1 To play NFL pre-season, regular season and post-season football games, to stage activities related to such football games, and for scrimmages, practices and preparation on the two days immediately prior to the day of any football game which will be held at the Stadium.

8.1.2 To present events related to the NFL college player draft on the days on which such draft is held or reasonably before or after such days.

8.1.3 To conduct, for a reasonable number of days, bona fide football-related activities, such as (without limitation) private practice sessions, special team scrimmages, mini-camps, training camps, fan appreciation events and media or promotional events; provided, however, that such football-related activities shall be scheduled in a manner that will minimize interference with previously scheduled Other Events or previously scheduled County Use Days.

8.1.4 To use and occupy, on a 365-day year round exclusive basis, the Exclusive Leased Premises, for the purpose of conducting Team's business therein, including, without limitation, football training and practice related activities at the Practice Area, the operation of Team's novelty store, sales of tickets from Team's ticket office(s) in the Exclusive Leased Premises, and other purposes appropriate for the designated purpose of the Exclusive Leased Premises.

8.1.5 To use and occupy, on a 365-day year round basis, the Private Suites (other than the County Private Suite), the Club Lounge and the Restaurant, if any, for private and public entertainment purposes, business and other meeting purposes and purposes ancillary thereto.

8.1.6 To use the Stadium Complex, on a year-round basis, for marketing purposes, including without limitation, exercising Teams' advertising rights set forth in Article 9 of this Lease.

8.1.7 To use all concession areas and related food preparation and food storage areas (including central commissary and concession personnel lockers on the service area) for their intended purposes for any and all events held at the Stadium Complex.

8.1.8 To engage in any and all other activities (including, without limitation, the selling of tickets for Team games) which, from time to time during the Term, are necessary or appropriate in connection with, are associated with or are performed in connection with, the operation of an NFL football team.

8.1.9 If Team has the right to present professional soccer events at the Stadium pursuant to Section 8.6 of this Lease, or otherwise:

8.1.9.1 To play pre-season, regular season and post-season soccer games and to stage activities related to soccer games, and for scrimmages,

practices and preparation on each day immediately prior to the day of any soccer game which will be held at the Stadium.

8.1.9.2 To present events related to any soccer player draft on the days on which such draft is held.

8.1.9.3 To conduct bona fide soccer-related activities, such as (without limitation) private practice sessions, special team scrimmages, training camps, fan appreciation events and a reasonable number of media or promotional events; provided, however, that such soccer-related activities shall be scheduled in a manner which will minimize interference with previously scheduled Other Events or previously scheduled County Use Days.

8.1.9.4 To engage in any and all other activities which, from time to time during the Term, are necessary or appropriate in connection with, are associated with or are performed in connection with, the operation of a soccer team.

8.1.10 To use the Stadium Complex for any other purposes expressly permitted elsewhere in this Lease.

8.2 **Team Use Days; Exclusive Possession.** The days on which Team is entitled to and uses the Stadium Complex (except to the extent such use is limited to the Practice Field, other portions of the Exclusive Leased Premises, the Private Suites, the Club Lounge, or the Restaurant) for the purposes described in Section 8.1 hereof for Team-sponsored events that are open to the general public (in connection with which the public may or may not be required to purchase tickets) are herein referred to as "Team Use Days." The days on which Team is entitled to and uses the Stadium Complex for private scrimmages, private practices, private training activities, or media events (except if such use is limited to the Practice Area or other portions of the Exclusive Leased Premises) are herein referred to as "Private Team Use Days". Team shall have the exclusive right to possess and use the Stadium Complex on Team Use Days and Private Team Use Days.

8.3 **County Use.** During the Term, County and its guests and invitees shall be entitled to the possession and use of the Stadium Complex (except for the Exclusive Leased Premises, the Private Suites other than the County Private Suite, the Club Lounge, the Restaurant, and the concession related areas) for a reasonable number of days (herein referred to as "County Use Days") for bona fide events (which are not intended to result in an operating profit to County) sponsored by County, related to operations of County and not in the nature of a for-profit public entertainment event; provided that County Use Days (a) shall be subject to the scheduling requirements set forth in Section 8.8 below, (b) shall be scheduled in a manner which will minimize interference with Team Use Days, Private Team Use Days and Other Events, (c) shall not unreasonably interfere with Team's marketing activities at the Stadium Complex or interfere with Team's year-round use of the Stadium Complex for the purposes described in Sections 8.1.4 and 8.1.5 hereof, and (d) shall

not include events that would materially interfere with the maintenance of the Playing Field in a first-class condition. Notwithstanding the foregoing, to the extent Team's concessionaire for the Stadium Complex agrees, and subject to such requirements that the concessionaire may have with respect thereto, concession services at the Stadium Complex will be made available to County and its patrons as reasonably required for County Use Days at County's cost and expense (and subject to Team's right to receive any revenues arising from the sale of concession products).

8.4 **Other Events.** Throughout the Term, County and Team (or a designee of Team) shall jointly engage a firm experienced on a national basis with the promotion and sponsorship of large public entertainment events to book other suitable events at the Stadium Complex (herein referred to as the "Other Events"), which bookings shall be subject to the reasonable approval of both County and Team. Team shall not be deemed to have unreasonably withheld approval of an Other Event if Team believes such Other Event would materially interfere with the maintenance of the Playing Field in a first-class condition. Other Events shall be scheduled so as not to conflict or coincide with any Team Use Days or Private Team Use Days and shall not interfere with Team's year-round use of the Stadium Complex for the purposes described in Sections 8.1.4 and 8.1.5 hereof.

8.5 **Limitations Upon Use.** Anything herein to the contrary notwithstanding, the right to use of the Stadium set forth in this Article 8 shall be subject to the following limitations:

8.5.1 Without the prior written consent of the other party hereto, no party shall make, perform, cause or authorize to be made or performed any Routine Maintenance or Improvements that in its reasonable judgment would:

- (a) Interfere with the safe and normal use, operation and maintenance of the Stadium Complex for the intended purposes;
- (b) Create safety hazards;
- (c) Materially and adversely affect the value of the Stadium Complex; or
- (d) Violate any Legal Requirements or NFL Rules.

8.5.2 To extent within such party's control, each of Team and County shall use reasonable efforts to cause the Stadium Complex to be used and operated in compliance with all Legal Requirements and NFL Rules; provided that County, at its sole cost and expense, shall be responsible for any capital expenditures which are required to be made in order for the Project, and the use thereof for the purposes permitted herein, to comply with Legal Requirements and NFL Rules.

8.6 **Soccer.** During the initial ten (10) Lease Years Team shall have the sole and exclusive right to present professional soccer events at the Stadium. In the event

Team elects to present soccer during such period, Team shall negotiate with County the terms and provisions of such use, including rent to be paid therefor, suitable security for the protection of the Stadium Complex, insurance, maintenance and other matters similar to those set forth in this Lease. A fair market rent shall be paid for the use of the Stadium Complex by Team to present soccer, it being the intention that County's liability, cost and expenses of owning and operating the Stadium Complex shall not be increased by the presentation of professional soccer therein. Following the expiration of the tenth (10th) Lease Year and provided that Team or its designee is not then (or at any other time during the Term after the tenth Lease Year) presenting soccer to the public under the foregoing terms, County shall have the right for the remainder of the Term to negotiate the terms and conditions under which a professional soccer franchise or organization shall be entitled to use the Stadium Complex (excepting the Exclusive Leased Premises, the Restaurant, the Private Suites and the Club Lounge) for soccer purposes, provided that (a) in no event shall the use of all or any portion of the Stadium Complex for such purposes interfere with or materially adversely affect Team's rights under this Lease (and County covenants that no such use shall so interfere with or materially adversely affect Team's rights under this Lease); (b) subject to the terms set forth below, Team shall be granted a right of first refusal to meet the terms of County's proposal to such third party soccer franchise or organization; and (c) the parties recognize that County's ability to permit the presentation of soccer shall not abrogate or diminish Team's exclusive right to revenues described in Section 10.2 below. Net Revenue (as defined in Section 10.3 below) derived from soccer events at the Project presented by Persons other than Team or its designee shall be divided equally between Team and County in the same manner as described for Other Events in Section 10.3 below, subject to Team's exclusive right to revenues described in clause (c) of this Section 8.6 and provided, however, that in no event will Team be responsible for, or in any way be obligated to reimburse County for, any portion of a Net Loss (determined on an annual basis) resulting from any presentation of such soccer events at the Stadium.

8.6.1 If, following the expiration of the tenth (10th) Lease Year, County negotiates satisfactory terms and conditions pursuant to which any Person would use the Stadium Complex for the presentation of professional soccer, then, prior to entering into such a binding agreement with such party, County shall notify Team in writing of its intent to enter into such an agreement (a "Refusal Notice"). The Refusal Notice shall include the identity of the proposed lessee and the material terms and provisions of the proposed transaction, accompanied by copies of the letter of intent (if any) which memorializes such terms and provisions. County shall also certify to Team that County and the other party intend to enter into a final agreement on the terms set forth in the Refusal Notice and that such terms are bona fide and were negotiated on an arms length basis. Upon written request of County, Team agrees to keep confidential the identity of the proposed third party lessee and the terms and conditions set forth in the Refusal Notice and related documents.

8.6.2 In the event the Refusal Notice relates to soccer presentation by a newly established soccer franchise, then, within sixty (60) days following Team's receipt of the Refusal Notice and accompanying documents, Team may elect, at

its option and subject to the conditions hereinafter provided, to present soccer at the Stadium Complex on the same terms and conditions as those offered to the other party. Such option shall be exercised, if at all, by Team giving written notice to County prior to the expiration of said sixty (60) day period of Team's exercise of the option. If Team does not give such notice within such time period Team shall be deemed to have waived its refusal right under this Section 8.6.2 with respect to soccer presented by such third party upon the terms set forth in the Refusal Notice, and County shall thereafter be permitted to enter into the final agreement with the other party set forth in the Refusal Notice upon the same terms as set forth in the Refusal Notice. If Team properly exercises its refusal rights, Team and County shall negotiate in good faith binding agreements for the presentation of soccer on the same terms and conditions as those set forth in the Refusal Notice.

8.6.3 In the event the Refusal Notice relates to soccer presentation by an existing franchise desiring to relocate in Cincinnati, then, within sixty (60) days following Team's receipt of the Refusal Notice and accompanying documents, Team shall provide written notice to County of whether Team desires to explore obtaining a soccer franchise and to thereafter present soccer at the Stadium Complex on the same terms and conditions as those offered to the other party. If Team does not give written notice to County of its desire to explore obtaining a soccer franchise within said sixty (60) day period, Team shall be deemed to have waived its refusal right under this Section 8.6.3 with respect to soccer presented by such third party upon the terms set forth in the Refusal Notice, and County shall thereafter be permitted to enter into the final agreement with the other party set forth in the Refusal Notice upon the same terms as set forth in the Refusal Notice. If Team, within such sixty (60) day period, provides notice to County that Team desires to obtain a soccer franchise, then Team shall have a period of twelve (12) months from the date of the Refusal Notice to obtain such a franchise and to negotiate in good faith binding agreements with County for the presentation of soccer on the same terms and conditions as those set forth in the Refusal Notice. If Team is unable to obtain a soccer franchise within such twelve (12) month period, County shall thereafter be permitted to enter into binding agreements with the original other party to present soccer on the same terms as are set forth in the Refusal Notice.

8.6.4 County acknowledges and agrees that Team may elect to have any and/or all of its rights under this Section 8.6 (and its rights under Section 8.1.9) vested in or assigned to an entity to be formed and County shall not unreasonably withhold its consent to the same.

8.7 **Rights of First Refusal for Ticketholders.** In connection with Other Events at the Stadium (including, without limitation, soccer, unless soccer is presented on a regular basis, in which case, the provisions below relating to the season tickets shall control), County acknowledges that Team may require that the sponsors of such Other Events agree with Team that patrons then holding licenses for the Private Suites and the Club Seats shall be given a right of first refusal to purchase tickets (without

any discount) for the same seating locations (or, in Team's discretion, reasonably comparable seating locations) for such Other Events. If such right of first refusal is not exercised prior to a specific date to be agreed upon by Team and the sponsor of the Other Event, the Club Seats will be available for sale to the general public; Private Suite seating will not be available for public sale. The date by which such right of first refusal must be exercised shall be determined by the promoter of the applicable event and approved by Team, based upon a reasonable schedule for the sale of tickets for the relevant event and leaving a sufficient period for sale of tickets to the public after completion of the right of first refusal process. In addition to the foregoing, County acknowledges that Team may require that holders of COA's (as well as licensees of Private Suites) be given a right of first refusal to purchase season tickets (without any discount) for the same seating locations (or, in Team's discretion, reasonably comparable seating locations) for soccer games in the event a Person intends to present soccer games at the Stadium on a regular basis. In such event, holders of COA's (as well as licensees of Private Suites) shall have a period of no less than forty-five (45) days to exercise such right of first refusal. In the event a Person intends to present soccer games at the Stadium on a regular basis, County covenants that it will not sell, nor permit the sale of, seat licenses, personal seat licenses, charter ownership agreements, or similar types of products entitling the holder thereof to purchase tickets for such games.

8.8 **Scheduling.** In its use of the Stadium Complex pursuant to this Article 8, Team shall have the following priority scheduling rights:

(a) As to professional football games (including pre-season, regular season, and playoff or conference championship games), practices, scrimmages and other preparatory activities on the two days prior to such games, Team shall have absolute control and priority of the scheduling of the Stadium Complex for such games and activities;

(b) As to practices (including practices open to the public) or other football-related public events during the Football Season, Team shall have absolute control of the scheduling of the Stadium Complex for such events, provided that Team has given County two months' prior notice of the practice or other public event; and

(c) As to practices (including practices open to the public), mini-camps, training camps or other football-related public events during the period from the close of a Football Season to the beginning of the next succeeding Football Season, Team shall have the absolute control of the scheduling of the Stadium Complex for such events, provided Team has given County three (3) months' prior notice of the practice, training camp or other public event.

County shall have no right to interfere with the scheduling of Team's home games and other football-related events; in the event County schedules an event at the Stadium Complex that conflicts with Team's control of scheduling described above, County will reschedule such other event so as to eliminate such conflict. In addition, the foregoing provisions of this Section 8.8 shall not be deemed in any way to prohibit Team from

using the Stadium Complex for the uses set forth in clauses (b) and (c) above on dates not actually scheduled and used for County Use Days or Other Events. In its use and operation of the Project, County shall not take any action that will interfere with Team's ability to operate and control the Stadium Complex on Team Use Days.

8.9 Scheduling Events on the Riverfront. Without in any way limiting Team's rights under Section 8.8 of this Lease, Team and County hereby agree that each shall use good faith efforts to cooperate with each other and that each shall work with third parties in the scheduling of events at the Stadium Complex and at other locations within the general vicinity of the banks of the Ohio River that are within one mile of the Stadium Complex so as to minimize scheduling conflicts and to provide for the efficient use of the Parking Facilities.

8.10 County Private Suite. In addition to its rights under Section 8.3 of this Lease, County shall throughout the Term be entitled to the exclusive use of a Private Suite (the "County Private Suite") in a location mutually agreed upon by Team and County. County shall not be required to pay Team any rental fee for the use of the County Private Suite, however, County shall be required to purchase tickets (at the applicable price charged to license holders of the Private Suites or otherwise allocated to tickets issued to license holders of the Private Suites) (a) for all Team NFL games played at the Stadium for all seats located within the County Private Suite and (b) for each Person using the County Private Suite for Other Events for which general Stadium patrons are required to purchase tickets. Subject to the foregoing, County's use of the County Private Suite shall be subject to such terms and conditions and regulations applicable to other holders of licenses for Private Suites.

8.11 Practice Area Development Rights. From and after the date of this Lease and continuing throughout the Term, Team shall have, and be permitted to exercise, any and all development rights (including, without limitation, the right to construct Improvements within such area) relating to the area comprising the Practice Area and accompanying grounds as shown on Exhibit A, provided that such development rights are exercised in a manner related to the operations of a professional football team or the Stadium Complex.

8.12 Mehring Way Area. County shall use all commercially reasonable efforts to work with Team to gain for Team (at no additional cost to Team) the right to use during the Term the area south of Mehring Way and south of the Stadium Complex for activities on Team Use Days (including, without limitation, the sale of concessions and novelties and other activities related to Team events (including, to the extent not prohibited by Legal Requirements, the sale of alcoholic beverages and the holding of private parties)), even if such area is developed for park purposes in the future.

ARTICLE 9

ADVERTISING, SIGNS AND BROADCAST RIGHTS

9.1 **Advertising Rights.** Team shall have and control exclusively, and receive all revenues from, all advertising and promotional rights in and to the Stadium Complex and the Stadium Parking Facility including, without limitation, permanent and transitory advertising and including, without limitation, scoreboard advertising, canopy advertising, video board advertising, public address advertising and exterior message board advertising. Team shall have the exclusive right to sell and maintain such advertising and maintain signs and other advertising on and within the Stadium Complex and the Stadium Parking Facility (including, without limitation, on the walls, canopies, roofs, fences and facades of said areas, on the Plaza, and in the air above the Stadium Complex and on the Stadium scoreboard, video board and message board) and, in addition, Team may, at its expense and subject to compliance with all applicable zoning codes and regulations, erect additional signs on and within the Stadium for such advertising which do not materially and adversely affect the Stadium structure. Team may determine the size, form and content of such advertising. County shall have no right to sell, maintain, erect or construct advertising in the Stadium Complex or the Stadium Parking Facility. Additional informational and directional signs of a non-advertising nature may be erected from time to time by either party at its expense, provided that any such sign shall be subject to the reasonable approval of the other party. As an example, but not in limitation of the foregoing, County may wish to erect ownership or historical signage on the Plaza identifying County as the owner and developer of the Stadium Complex.

9.2 **Other Advertising.** Team may conduct, or permit to be conducted, in the Stadium Complex and the Stadium Parking Facility, any and all other forms of advertising that Team in its sole discretion may deem appropriate, including, but not limited to, any advertising or promotional events in stadium concourses, on the Plaza, or in the Parking Facilities; any advertising to be worn or carried by Team's or any concessionaire's personnel; promotional events sponsored by advertisers; logos or other forms of advertising to be affixed to or included with cups, hats, t-shirts and other concession items or giveaways; and any and all other forms of such advertising or promotion.

9.3 **Exterior Signs.** Team shall control all advertising on or outside of the structure of the Stadium Complex and the Stadium Parking Facility, including, without limitation, on any external messageboards.

9.4 **Review Rights.** County shall have a right of approval of all advertising and signs placed on the outside of the Stadium; provided, however, that County may withhold such approval only if such advertising or exterior signs violate a Legal Requirement imposed by an entity other than County or are offensive to general community standards. Prior to installing any such advertising or signs after the Commencement Date, Team shall submit plans therefor to County for its approval. Failure of County to promptly object to any proposed advertising or exterior signs

within ten (10) business days after receipt of a request therefor shall be deemed, and may be conclusively relied on by Team as constituting, County's approval thereof. Notwithstanding the foregoing, Team may at its own risk utilize any advertising which does not violate any Legal Requirement without County's approval, provided that if it is ultimately determined that County would have been entitled to withhold consent thereto, Team shall be required to remove such advertising.

9.5 Use and Control of Scoreboards and Other Systems. Team (in its capacity as tenant under this Lease and not, to the extent applicable, in its capacity as the Manager under the Management Agreement) and persons under its direct control shall, during the Term, have exclusive control of the public address system, scoreboards, video boards and message boards, and other Stadium electronic signage and similar systems at the Stadium Complex. Notwithstanding the foregoing, but without in any way limiting Team's exclusive right to receive any revenues that may arise therefrom, County shall have the right to use the Stadium public address system, scoreboard, video board and message boards, and all other stadium electronic signage normally used for game-day operations on County Use Days. In connection with any such use, County shall engage those personnel designated by Team for operation of the public address system and such signage and will pay the standard rates payable to such personnel for such work. Team shall also make such systems available to appropriate Persons on a similar basis as reasonably required in connection with Other Events.

9.6 Radio, Television, and Other Rights. Subject to the following provisions relating to Other Events, during the Term (and for such prior period from the date of this Lease to the Commencement Date) Team shall have the exclusive right to film, record, broadcast, transmit, or otherwise publish, and to authorize others to film, record, broadcast, transmit, or otherwise publish all or any portion of any event at the Stadium Complex, any and all descriptions and accounts of such events and any and all activities related to such events by any medium (whether now known or hereafter invented), including but not limited to print, film, photograph, video recording, satellite, radio, television, pay-tv, coaxial cable, or other transmission medium (such exclusive rights and mediums are hereinafter collectively referred to as the "Broadcast Rights"). Further, subject to the following provisions related to Other Events, Team shall have the exclusive right to sell or license all or any portion of the Broadcast Rights to one or more third parties, and (except as expressly provided otherwise in this Lease) to retain all revenues, royalties, and fees derived from the Broadcast Rights and the sale or licensing thereof. County hereby grants to Team a non-exclusive royalty free license in perpetuity to include in any Broadcast Rights any likeness, image, sound, or other such item not owned by Team and visible or available in, on, or about the Stadium Complex from time to time. County also agrees that Team shall be entitled to permit any licensee or purchaser of the Broadcast Rights to enter the Project and to remain therein in connection with the Broadcast Rights and transmissions and the creation or transmission thereof, all without further charge, fee, or approval. Notwithstanding the foregoing, Team acknowledges that County may, pursuant to agreements made by County's and Team's booking agent with respect to Other Events, grant Broadcast Rights (along with the right to sell, relicense and retain revenues, royalties and fees

with respect to the same) relating to an applicable Other Event to a sponsor and/or promoter of such Other Event.

ARTICLE 10

REVENUE RIGHTS AND OTHER PAYMENTS

10.1 **Team Use Day Revenue.** During the Term, Team shall have the right to receive all revenues accruing from operation of the Project on Team Use Days including, without limitation, ticket revenue, Private Suite revenue, advertising revenue, Club Seat revenue, Broadcast Rights revenue, concessions and novelty revenue, revenue from the Parking Facilities relating to parking for Team events (net of direct reasonable labor operating costs and parking taxes not imposed by County) and any other revenues earned from operation of the Project on Team Use Days.

10.2 **Other Team Revenue.** Team shall also have the exclusive right, on a 365-day year round basis (and regardless of whether relating to a Team Use Day, a County Use Day or an Other Event), to receive all revenues from the following sources:

- (a) any advertising in accordance with Article 9 of this Lease;
- (b) all Broadcast Rights (other than Broadcast Rights granted with respect to Other Events as described in Section 9.6 above);
- (c) the operation of the Club Lounge, the Restaurant and the Exclusive Leased Premises;
- (d) food and beverage concessions (including alcoholic beverages) sold at the Stadium Complex or the Parking Facilities; provided, however, with respect to the Cinergy Field Parking Facilities only, Team's right to such revenues shall be subject to any existing rights that the current concessionaire for Cinergy Field may have with respect thereto (but only so long as such rights exist under existing agreements); provided further that (i) County agrees to use all commercially reasonable efforts to terminate any such rights held by the current Cinergy Field concessionaire and (ii) County shall promptly pay to Team any revenues received by County arising from any such rights of the current Cinergy Field concessionaire relating to the Cinergy Field Parking Facilities;
- (e) all novelties, publications and other products sold at the Stadium Complex or the Parking Facilities, including the year-round revenues from any gift shops or novelty stores that are part of the Stadium Complex; provided, however, with respect to the Parking Facilities only, Team's revenue rights shall relate to Team Use Days only and provided further, such rights shall be subject to any existing rights

that the current concessionaire for Cinergy Field may have with respect to the Cinergy Field Parking Facilities (but only so long as such rights exist under existing agreements); provided further that (i) County agrees to use all commercially reasonable efforts to terminate any such rights held by the current Cinergy Field concessionaire and (ii) County shall promptly pay to Team any revenues received by County arising from any such rights of the current Cinergy Field concessionaire relating to the Cinergy Field Parking Facilities;

(f) revenues from COA's sold on or after August 1, 2000; it being understood that County has reserved to itself all revenues from COA's sold prior to August 1, 2000;

(g) naming rights of the Stadium Complex, subject to the provisions of Section 10.5 below; and

(h) any other revenues generated by or at or with respect to the Stadium Complex, including Private Suite and Club Seat licensing, rental and other revenues, which is not otherwise specifically allocated to County or any third party under this Lease.

10.3 Other Events Revenue. The "Net Revenue" received from, or any "Net Loss" resulting from, Other Events shall be divided equally between County and Team. As used in this Section 10.3, "Net Revenue" and "Net Loss" shall mean the gross revenues received from the sales of tickets, rental fees, parking revenues, Broadcast Rights revenues and any and all other revenues relating to such Other Events, less all costs and expenses incurred by County or Team in connection with such Other Events including, without limitation, the following: (a) management, promotional or other fees and commissions paid; (b) security costs; (c) additional insurance costs; (d) cleaning and maintenance expenses; and (e) the costs of protecting the Playing Field and of restoring the Playing Field to a condition reasonably satisfactory to Team, to the extent that such costs are necessitated by damage occurring during such Other Events. For the purposes of the foregoing, Team and County expressly acknowledge that the presentation of soccer (whether on an individual game basis or on a seasonal basis) shall be deemed an Other Event if soccer is presented at the Stadium by any Person other than Team or a designee of Team; provided, however, that in no event shall Team be responsible for, or in any way be obligated to reimburse County for, any portion of a Net Loss (determined on an annual basis) resulting from any presentation of such soccer events at the Stadium.

10.4 County Use Days Revenue. Except as otherwise specifically set forth in Section 10.2 above, and subject to the restrictions set forth in Section 8.3, County shall have the right to receive all revenues earned from the Project from the holding of events by County on County Use Days. In addition, County shall be responsible for all costs and expenses incurred by Team or County in connection with the holding of events by County on County Use Days including, without limitation, (a) management, promotional or other fees and commissions paid; (b) security costs; (c) additional insurance costs; (d) cleaning and maintenance expenses; and (e) the costs of protecting

the Playing Field and of restoring the Playing Field to a condition reasonably satisfactory to Team, to the extent that such costs are necessitated by damage occurring during such events.

10.5 Naming Rights.

10.5.1 County and Team hereby agree that the name of the Stadium Complex shall be "Paul Brown Stadium." Notwithstanding the foregoing, County further cedes and grants to Team the exclusive right to grant the privilege to, and to sell to, (and to enter into a binding contract or contracts authorizing) any Private Person the right to rename the Stadium Complex, but such naming rights and any such contract(s) relating thereto shall not extend beyond the expiration of the Term (including any exercised extension options relating thereto). Notwithstanding the foregoing, Team shall not rename, assign or contract to assign, or grant or contract to grant any right to rename the Stadium Complex without obtaining County's prior consent in writing to the proposed name, such consent not to be withheld or delayed unless the proposed name would be in violation of Legal Requirements or would not be suitable for a public building (for example, a name that (a) contains slang, barbarisms, or profanity, (b) is related to any business or enterprise which might reasonably be deemed to be immoral or unpatriotic, or (c) contains any publicly offensive political reference). County shall be deemed to have given its approval to any name requested by Team unless, within thirty (30) days following Team's request for such approval, County notifies Team of its disapproval and furnishes a written explanation, in reasonable detail, of the reasons why such name violates Legal Requirements or would not be suitable for a public building.

10.5.2 In the event Team elects to sell naming rights to the Stadium Complex, County shall cooperate with Team's effort to promote and market the same. Without limiting the foregoing, County shall execute and deliver such further assurance documents as may be required by Team or the party that acquires or is given the right to name the Stadium Complex, including, without limitation, (a) a subordination, non-disturbance and attornment agreement to the effect that, in the event this Lease is terminated due to a Team Default or County Default, then, so long as the naming party is not in default with respect to its obligations under the contract or agreement relating to the naming rights, its rights under such contract or agreement shall not be affected, (b) at the request of Team or the party which has acquired the naming rights to the Stadium Complex, an estoppel certificate (to be delivered not more than twice during any applicable calendar year) certifying to such matters as may be reasonably required by Team or the naming party, and (c) such consents, approvals and acknowledgements as may be required by Team or the naming party affirming County's approval of the naming rights contract and the naming party's rights thereunder and the name given or to be given to the Stadium Complex. County acknowledges that Team shall have the sole right to determine the form and substance of any eventual naming rights contract.

10.5.3 In the event Team sells to a third party naming rights to the Stadium Complex, Team shall be entitled to retain the first \$16.67 million of net revenues arising therefrom. Any net revenues in excess of \$16.67 from such sale of naming rights shall be shared by County and Team, with County receiving thirty percent (30%) thereof and Team receiving the remaining seventy percent (70%) thereof. For purposes of this Section, net revenues shall be all naming rights revenues received less the costs of all "fulfillment" obligations to the naming party, provided that the cost of such fulfillment obligations shall be valued at the lowest rate charged by Team to other third parties for comparable products or services. (County acknowledges that "fulfillment" obligations may include, without limitation, the provision of items such as other advertising, Private Suite(s), Club Seats, tickets and other products to the naming party.) Net revenues, for purposes of this Section, shall be determined as the present value of the stream of revenue from such sale of naming rights as of January 1, 2000, using a six percent (6%) discount rate.

ARTICLE 11

MANAGEMENT OF STADIUM COMPLEX

11.1 **Management.** On or prior to the Commencement Date, Team and County shall enter into a management agreement (the "Management Agreement") in a form mutually agreeable to Team and County which shall provide that Team, for so long as it is Manager thereunder, shall, except as otherwise provided in this Lease (including, without limitation, Section 11.2 below), have complete responsibility for the general management and operation of the Stadium Complex on a 365-day year round basis. The Management Agreement shall provide for, among other things, a three (3) year term with automatic renewal for successive three (3) year terms, subject to termination by Team at its option following reasonable written notice to County. The Management Agreement shall be subject to termination by County only for cause related to (a) a Team Default under this Lease entitling County to exercise the remedies set forth in Section 22.2 below or (b) an on-going failure of the Manager to properly operate the Stadium Complex which is not cured within 180 days after notice from County. County agrees that Team may elect to have its management rights to the Stadium Complex vested in or assigned to an entity (the "Team Designee") to be formed and County shall not unreasonably withhold its consent to the same. If, notwithstanding the foregoing provisions of this Section 11.1, Team or the Team Designee and County fail to enter into a management agreement on or prior to the Commencement Date, then, for such period during the Term as Team may desire, Team shall have the right under this Lease to manage and operate the Stadium Complex and County shall have the obligation to pay for all of the costs and expenses incurred by Team in connection with such management and operation, which payments shall be due from County within thirty (30) days after submission by Team to County of any invoice therefor.

11.2 **Team Use Day Operations; Team Responsibility.** Except as otherwise provided in this Lease, Team, in its capacity as tenant hereunder rather than as Manager under the Management Agreement, shall have full and complete responsibility and control, at Team's sole cost and expense, for the operation of the Stadium Complex (including all "building systems" and other systems) on Team Use Days including, without limitation, the employment of all security and crowd control personnel within the Stadium and all maintenance, cleaning and other personnel (including independent contractors) required for such operation of the Stadium on such days.

11.3 **Team Use Day Operations; County Responsibility.** Notwithstanding the provisions of Section 11.2 above, County shall be responsible for the following costs associated with the use of the Stadium Complex (including, without limitation, the use of the Stadium Complex for events and activities on Team Use Days and Private Team Use Days):

(a) the costs of acquiring and maintaining the appropriate public liability, property and casualty insurance for such activities;

(b) subject to Section 11.4 below, all charges for utilities used in the operation of the Project, including, without limitation, charges for heat, light, water, air conditioning, sewer, gas, steam, electricity, cable or satellite television, and telephone and other telecommunications or data communications (other than long distance charges);

(c) the cost of all maintenance or repair of the Playing Field within the Stadium ("Field Maintenance"); provided that (i) the cost of any Field Maintenance performed on the day that the Playing Field is used by Team for any of the purposes permitted herein shall be paid for by Team and (ii) Team shall be responsible for any material increase in the costs of Field Maintenance arising as a direct result of Team's use of the Playing Field for private Team practices (other than those held pursuant to Team's rights under Section 8.1.1 of this Lease); and

(d) the cost of providing security and crowd and traffic control on and within the Plaza, the Parking Facilities and, as may be appropriate, surrounding and nearby walkways, streets and other public areas.

11.4 **Utilities and Services.** County shall provide for, and shall purchase and pay for, all utility services, including, but not limited to, heat, light, water, air conditioning, sewer, gas, steam, electricity, cable or satellite television, and telephone, telecommunications or data communications, and other utilities provided for in the Architectural Program, from the utility or municipality providing such service, and shall pay for such services when such payments are due. Notwithstanding the foregoing, Team shall be responsible for payment of all costs of the foregoing utilities used at or in the Administrative Offices, the Practice Area and, on non-Team Use Days only and

only to the extent such facilities are separately metered, Team's novelty store and the Restaurant.

11.5 **Regulations Regarding Utilities and Services.** Team agrees to cooperate fully, at all times, with County in abiding by all reasonable regulations and requirements which County may prescribe, or which may be imposed by the utility or municipality providing the relevant utility or service, for the proper functioning and protection of utilities and services used in or reasonably necessary for the operation of the Stadium; provided, however, that Team shall not be required to comply with any of such regulations or requirements of County which materially or adversely affect the exercise by Team of its rights under this Lease or the use of the Stadium Complex or which result in any additional cost or expense to Team, and Team shall not be obligated to participate in any voluntary program implemented by the utility or municipality providing the relevant utility service.

ARTICLE 12

CONDITION OF STADIUM COMPLEX; ENHANCEMENTS

12.1 **Condition of Stadium Complex.** Prior to the Commencement Date, again within thirty days after, and again within three (3) months after the Commencement Date, Team shall assist the Project Architect in the latter's preparation and submission to County of punch lists containing items which must be completed or repaired in order for the Project to be completed in accordance with the Final Plans and the terms and conditions of this Lease. Such punch lists shall include, without limitation, all items specified by Team. County shall cause any items described in such punch lists to be repaired, replaced or reconstructed, as necessary or appropriate, within thirty (30) days after County's receipt of any such punch list, so that each of the punch list items specified are fully and finally completed in the manner specified in, or in a manner which is consistent with, the Final Plans and so that each of such punch list items is in a first class condition and repair. Team's taking possession of the Stadium Complex or any portion thereof shall be conclusive evidence against Team that the Stadium Complex (or the portion thereof taken possession of) was then in good order and satisfactory condition, subject to the following:

- (a) final completion of punch list items;
- (b) latent defects in the design and/or the construction of the Stadium Complex and other defects existing as a result of the construction of the Stadium Complex not being in accordance with the Final Plans, which defects County shall cause to be corrected within a reasonable period of time after receipt of written notice describing such defects; and

(c) Components of the Stadium Complex constructed pursuant to the Final Plans which are not constructed, performing or operating in the manner warranted by the contractor which performed the relevant construction work, or by the supplier which furnished such Component, with respect to which County shall enforce the applicable warranty and cause such contractor or supplier, as the case may be, to take the appropriate corrective action.

County shall require the Project Architect and the Construction Manager to deliver and address to Team certificates of Final Completion representing and warranting that the construction of the Stadium Complex was completed in accordance with the Final Plans. In addition, County shall require the Project Architect and the Construction Manager, at no cost to Team, to provide administration advice and service to Team and the Manager with respect to the initial use of the Stadium Complex and its Components, including, without limitation, the initial start-up of the HVAC system and all other building systems. Upon completion of the Project, County shall deliver to Team a complete set of "as-built drawings" for the Stadium Complex and a complete set of such drawings in machine readable form using Auto-Cad 13 or higher format. In addition, County shall provide Team with all building and building systems manuals, specifications and technical data provided or available with respect to the Components of the Stadium Complex.

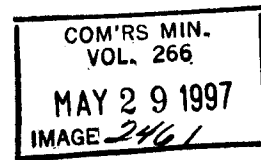
12.2 **Enhancements Generally.** Team shall have the right to make Improvements to the Stadium Complex, at Team's sole cost and expense so long as neither such Improvements, nor the construction thereof:

- (a) Interfere with the safe and normal use, operation and maintenance of the Stadium Complex for the intended purposes;
- (b) Create safety hazards;
- (c) Materially and adversely affect the value of the Stadium Complex; or
- (d) Violate any Legal Requirements or NFL Rules.

Such Improvements are herein referred to as "Enhancements."

12.3 **Level I Enhancements.** As used herein, a "Level I Enhancement" includes a new stadium-related Improvement which is not available in stadia as of January 1, 1997 or, if then available in some form, is not currently prevalent in existing NFL stadia as of such date, which is capable of being added within the structural confines of the Stadium Complex. The following are examples of Level I Enhancements:

- ticketless entry system
- stadium self-cleaning machines
- holographic replay system



- smart seats
- new forms of playing field surface
- next generation video screen
- next generation sound system
- premium seating products different from private suites or club seats

If a Level I Enhancement is in place in either (a) any 14 NFL stadia or (b) 7 NFL stadia where such Level I Enhancements were paid for primarily (more than 50%) through expenditure of funds from public rather than team or private funding sources, then County, at the written request of Team, will install any such Level I Enhancement in the Stadium Complex at County's expense. If Team has installed an Enhancement at its expense and the Enhancement subsequently (i.e., after installation by Team) meets the test for a Level I Enhancement to be funded by County, County shall reimburse Team for its costs expended in installing the Enhancement (without interest or any value for the time value of money during the period from the date of installation through the required date of reimbursement) within thirty (30) days after County's receipt of a certificate from Team that the Enhancement meets the test for a Level I Enhancement or, if applicable, within such other reasonable time period (not to exceed a total of ninety (90) days after County's receipt of the aforementioned certificate) as may be necessary as a result of County's bond financing requirements relating thereto. County may elect to use funds held in the Reserve Account to pay the cost of any Level I Enhancement for which County is responsible under this Section 12.3. County shall have no liability to pay for any Level I Enhancement which is or may be constructed during any Extension Term or to reimburse Team for the cost of any Enhancement installed during the Initial Term which satisfies the Level I Enhancement criteria after the expiration of the Initial Term. Further, County shall have no liability to install or pay the cost of any Enhancement, or to reimburse Team for the cost thereof, at any time that a Team Default exists until such Team Default is cured.

12.4 Future Enhancements. One time between January 1, 2006 and December 31, 2008, one time between January 1, 2013 and December 31, 2015 and one time between January 1, 2020 and December 31, 2021, Team may elect to initiate a process by which Team and County will meet and negotiate in good faith regarding a program of appropriate Improvements to the Stadium Complex not provided for in the Lease ("Future Enhancements"). In any such negotiation, the determination as to whether Future Enhancements to the Stadium Complex shall be made will be resolved based upon four factors: (1) the then existing economics of the NFL and where those economics place Team's revenues compared to revenues of other NFL teams; (2) other facilities in the NFL and how the Stadium Complex compares with them in terms of functionality and revenue; (3) the extent to which Net Revenues from the proposed Future Enhancement will be shared with County; and (4) the resources available to County from that portion (35% of total tax revenues) of the sales tax increase voted in March of 1996 available for use in connection with the Stadium Complex. If County and Team reach an impasse in their negotiations, the parties shall submit the matter for resolution by three arbitrators, none of whom shall reside in Greater Cincinnati area, in accordance with the rules of the American Arbitration

Association and shall submit to those arbitrators their respective proposals for addressing, according to these four criteria, a program for Future Enhancements. County and Team shall each have the rights to select one of the three arbitrators, and the third arbitrator shall be selected by the two arbitrators so selected by County and Team, all in accordance with the rules of the American Arbitration Association. The arbitrators, whose authority in such dispute shall be limited strictly to the issue of Future Enhancements, shall choose one party's proposal or the other's (without modification), and the parties shall promptly comply with the arbitrators' decision. Revenue sharing (criterion (3) above) may not be awarded to County if, at the time Team invokes the procedure contemplated above, Team is in the bottom 50% of all NFL teams in gross stadium revenues. In addition, in no event shall there be any sharing of seating or other revenue sources if at the time the procedure is invoked such seating revenues or any other revenue sources controlled by Team are required by NFL Rules to be shared by Team with visiting teams.

ARTICLE 13

MAINTENANCE AND REPAIR

13.1 **General Allocation of Responsibilities.** It is the purpose of this Article to allocate the responsibilities between County and Team for making repairs, restorations and replacements of and to the Stadium Complex which are necessary during the Term and for paying the cost of such repairs, restorations and replacements. The terms of this Article 13 are subject to any specific provisions of this Lease to the contrary, including the provisions of Articles 11 and 12 above. The general overriding principles underlying such allocations (but subject in all events to the specific provisions of this Article and other more specific provisions of this Lease) are that: (a) County is responsible for performing, or, in the event County has retained a Manager, causing the Manager to perform, Routine Maintenance (as defined in Section 13.2 below) and County, in any event, is responsible for paying the cost of Routine Maintenance; provided, however, that the parties acknowledge that, to the extent Team or the Team Designee is the then Manager of the Stadium Complex pursuant to the Management Agreement or the terms of this Lease, Team or the Team Designee, in its capacity of Manager and in accordance with the terms of the Management Agreement, will, at the cost and expense of County, be responsible for causing the performance of Routine Maintenance, and (b) County is responsible for causing the performance of Capital Repairs (as defined in Section 13.3 below) and for paying the cost of Capital Repairs. Notwithstanding the foregoing, County shall have no obligation whatsoever with respect to Capital Repairs after the expiration of the Initial Term, except to pay the cost of Capital Repairs performed during the Initial Term. Nor shall the County have any obligation to perform, or cause the performance of, any Capital Repairs at any time that a Team Default exists in the nature of a failure to make a payment required under this Lease or because Team has ceased its operations at the Project.

13.2 **Routine Maintenance.** As used herein, the term "Routine Maintenance" shall mean the provision of all labor and materials which are required to (a) keep the Stadium Complex and its Components in good order, working condition and repair, which is of a routine, regular and predictable nature, (b) keep the Stadium Complex clean and free of debris, and (c) repair, maintain or replace Components of the Stadium Complex, excluding those Components and Improvements installed by Team after the Commencement Date the cost for which is not paid for (or not required to be reimbursed) by County. Examples of Routine Maintenance include, but are not limited to, the following:

- (i) Performing all preventive or routine maintenance which is stipulated in operating manuals for Stadium Complex Components as regular, periodic maintenance procedures;
- (ii) Regular maintenance procedures for the HVAC system, including periodic cleaning, lubricating and changing of air filters;
- (iii) Groundskeeping, including mowing, seeding, fertilizing and resodding;
- (iv) Changing light bulbs, fuses and circuit breakers as they burn out;
- (v) Touch-up painting; and
- (vi) Readyng the Playing Field each year for use pursuant to this Lease.

The following are non-exclusive examples of items which are not Routine Maintenance but rather are Capital Repairs:

- (I) Repair or replacement of an HVAC compressor;
- (II) Replacement of floor coverings which wear out as a result of ordinary wear and tear with floor coverings of similar quality;
- (III) Repair or replacement of cracked or disintegrated concrete, broken pipes or leaking roof or sections thereof;
- (IV) Replacement of a Stadium seat which wears out or replacement of a seat standard or the concrete into which the seat is affixed (as opposed to replacements necessitated by Stadium Misuse); and
- (V) Re-application of protective materials, such as paint or weather-proofing, after original application wears out.

13.3 **Capital Repairs.** As used herein, the term "Capital Repairs" shall mean any work which is reasonably required to be performed in and about the Stadium Complex to restore or replace Components of the Stadium Complex necessitated by any damage, destruction, ordinary wear and tear, defects in construction or design, or any other cause, including without limitation any work or services required to maintain the Stadium Complex and its Components in the condition specified in Section 13.2 hereof which do not constitute Routine Maintenance; provided that "Capital Repairs" shall not include any of the foregoing resulting from Stadium Misuse by Team, nor shall "Capital Repairs" include any replacement or restoration work related to Improvements to the Stadium Complex that are made by Team after the Commencement Date, except for Improvements the cost of which is paid for (or required to be reimbursed) by County. In addition to the foregoing, "Capital Repairs" shall also include work and materials required to effectuate any of the following:

- (a) changes or Improvements required by the NFL of all NFL open-air stadia;
- (b) changes or Improvements required by any insurance carrier to enable County or Team to obtain insurance coverage at commercially reasonable rates provided that in lieu of effectuating such change or Improvement, County may agree to pay the increased insurance premiums; or
- (c) changes or Improvements required by any Legal Requirements.

13.4 **Team Obligations.** Team (or, with respect to clause (a), the Team Designee) shall perform, or caused to be performed (a) all Routine Maintenance to the extent Team or the Team Designee is then the Manager under the Management Agreement and County is in compliance with its obligations thereunder, (b) all work necessitated by Stadium Misuse by Team, and (c) repairs or replacements of any Component or Improvement installed by Team after the Commencement Date the cost for which is not paid for (or not required to be reimbursed) by County. The cost of performing the work described in (b) and (c) above shall be paid by Team, and Team shall hold County harmless from and against all cost and expense arising out of Team's failure to perform or pay for such matters.

13.5 **County Obligations.** County shall cause to be performed and be responsible for payment of the cost of all Capital Repairs and Routine Maintenance to the extent provided for in this Article 13 and County shall hold Team harmless from and against all cost and expense arising out of County's failure to perform or pay the cost of all Capital Repairs and Routine Maintenance.

13.6 **Capital Repairs Reserve Account.** Prior to the Commencement Date, County shall establish and maintain an account (the "Reserve Account"), the purpose of which shall be to accumulate funds for the payment of the cost of Capital Repairs for which County is financially responsible hereunder. On or before the first (1st) day of each Lease Year throughout the Initial Term, County shall deposit One Million Dollars (\$1,000,000.00) into the Reserve Account; provided, however, that County shall have no obligation to make any deposit into the Reserve Account at any time that a

Team Default exists with respect to the payment of Rent or Team's having ceased its operations at the Project; provided further, in event Team cures any such Team Default, County shall, within ten (10) days after such cure, deposit into the Reserve Account such amounts that were withheld as a result of such Team Default. Upon expiration of the Initial Term, funds remaining in the Reserve Account shall be refunded to County. All funds in the Reserve Account shall be the property of County and all interest earned on funds held in the Reserve Account shall be retained in the Reserve Account. Funds in the Reserve Account may be drawn only upon the signature of the designated signatory or signatories of County and funds so drawn may be used only to pay for Capital Repairs for which County is responsible, other than those arising out of damage which is caused by a risk then covered by property insurance policies (except that such funds may be used for covered losses pending receipt of insurance proceeds, but such proceeds shall thereafter be deposited into the Reserve Account) and provided further that County may elect to use funds held in the Reserve Account to pay the cost of Enhancements, Level I Enhancements or Future Enhancements. Notwithstanding the provisions of this Section, County's obligation to perform and pay the cost of Capital Repairs shall not be limited by the amount of funds held in the Reserve Account at any time.

13.7 Special Field Maintenance Provisions. Team, in its capacity as tenant under this Lease and not in its capacity, to the extent applicable, as Manager under the Management Agreement, shall be responsible for performing or causing the performance of Field Maintenance. Subject to Section 11.3(c) hereof, County shall be responsible for paying for Field Maintenance expenses, which for any Lease Year (except for the first Lease Year) shall be limited to the amounts therefor set forth in an annual budget for Field Maintenance costs prepared by Team and approved by County prior to August 1 of each Lease Year. (The amount budgeted for such work shall take into consideration, without limitation, the amounts expended for such Field Maintenance for the Lease Year or Years immediately preceding the Lease Year for which the budget is being prepared.) Notwithstanding the foregoing, Field Maintenance expenses shall not be limited to the budgeted amount in the event the excess expenses relate to force majeure or other events, conditions or circumstances which are not reasonably foreseeable (such as unusual weather conditions, blight and similar occurrences). In the event Team and County cannot agree on an annual budget for Field Maintenance costs for any Lease Year, such dispute shall be resolved by the same arbitration process described in Section 12.4 hereof, and until such resolution Team shall continue to perform and County shall continue to fund the costs of Field Maintenance based on the prior Lease Year's annual budget, with an appropriate inflation factor. Notwithstanding the foregoing, County shall be responsible for paying for Field Maintenance expenses for the first Lease Year to the full extent of the actual expenses incurred during such Lease Year.

13.8 Practice Area and Administrative Offices. Notwithstanding the provisions of Sections 13.1 and 13.5 above, Team, in its capacity as tenant under this Lease, and not, in its capacity, to the extent applicable, as Manager under the Management Agreement, shall perform and be responsible for the payment of the cost of all Routine Maintenance (including day-to-day janitorial service and trash removal to the Stadium's central trash dumpster area) relating to the Practice Area, including any and

all field maintenance relating thereto, and to the Administrative Offices. County shall, among other things, be responsible for Capital Repairs to the Administrative Offices and the Practice Area and, including, without limitation, the cost of replacing the artificial turf at the Practice Area as reasonably necessary (with due regard to NFL Rules and standards prevailing at other NFL practice facilities) and, in any event, not less than once every eight (8) Lease Years. Without in any way limiting the foregoing, County, at its sole cost, shall promptly repair any damage to the Practice Area (and the fields located therein) resulting from flood or other casualty.

13.9 Reimbursement of Team Expenses. Notwithstanding any provision in this Lease to the contrary, during each of the last nine (9) Lease Years of the Initial Term, County shall reimburse Team for any and all expenses of any nature whatsoever incurred by Team relating to the Stadium Complex for the immediately preceding Lease Year (including, without limitation, any expenses incurred by Team (and not otherwise required to be paid or reimbursed by County) under Section 11.2 of this Lease for the operation of the Stadium Complex on Team Use Days and any expenses incurred by Team under Sections 11.4, 13.7, 13.8 and 25.2 of this Lease). Such reimbursement shall be made by County to Team within ten (10) days after Team's delivery to County of a certification prepared by Team's outside accountant as to Team's expenses relating to the Stadium Complex for the applicable Lease Year; provided, however, that in no event shall County's expense reimbursement obligations hereunder exceed (a) Two Million Six Hundred Seventy Thousand Dollars (\$2,670,000.00) for the first applicable Lease Year for which County's reimbursement is payable hereunder and (b) for each of the subsequent eight (8) Lease Years, an amount equal to one hundred five percent (105%) of the prior Lease Year's maximum reimbursement payment. For example, for the second Lease Year in which County's reimbursement is required, County's reimbursement obligation would not exceed \$2,803,500 (105% of \$2,670,000), and for the following Lease Year, County's reimbursement obligation would not exceed \$2,943,675 (105% of \$2,803,500). No such reimbursement payments from County shall be due during any Extension Term.

ARTICLE 14

RETURN OF PREMISES

14.1 Surrender of Possession. At the termination of this Lease by lapse of time or otherwise, Team shall surrender possession of the Stadium Complex to County and deliver all keys to any enclosed or secured areas of the Stadium Complex to County and make known to County the combination of all locks of vaults then remaining therein. To the extent Team is directly responsible under this Lease to maintain any portion or Component of the Stadium Complex, Team shall return such portion or Component of the Stadium Complex in the condition required in Section 13.2 above, subject to normal wear and tear and loss or damage by fire or casualty; but in no event shall Team be responsible for Capital Repairs and other work required to be performed or paid by County in accordance with this Lease.

14.2 **Installations and Additions.** All installations, additions, partitions, hardware, light fixtures, nontrade fixtures and improvements, temporary or permanent, including all Improvements to the Project (except furniture, trade fixtures, equipment and other items of moveable personal property belonging to Team, in or upon the Project), whether placed there by Team or County, shall be County's property upon termination or expiration of this Lease and shall remain at the Stadium Complex, all without compensation, allowance or credit to Team.

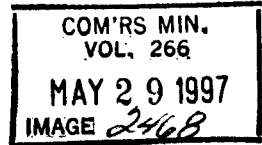
14.3 **Trade Fixtures and Personal Property.** Team shall remove Team's furniture, trade fixtures, equipment and other items of movable personal property of every kind and description from the Stadium Complex and restore any damage caused thereby, such removal and restoration to be performed no later than thirty (30) days following termination of this Lease. If Team fails to remove such property from the Stadium Complex within such time period, the same may be handled, removed or stored by County at the cost and expense of Team, and County shall in no event be responsible for the value, preservation or safekeeping thereof. Team shall pay County for all reasonable expenses incurred by County in such removal and storage charges against such property so long as the same shall be in County's possession or under County's control. All such property not removed from the Project or retaken from storage by Team within thirty (30) days after the end of the Term, shall, at County's option, be conclusively deemed to have been conveyed by Team to County as by bill of sale without further payment or credit by County to Team.

14.4 **Survival.** All obligations of Team under this Article 14 shall survive the expiration of the Term or sooner termination of this Lease.

ARTICLE 15

HOLDING OVER

If Team retains possession of the Stadium Complex or any part thereof after termination of this Lease, by lapse of time or otherwise, Team shall be liable for all damages, consequential as well as direct, sustained by County by reason of such retention, provided however, as a condition of Team's being liable for such damages, (a) County shall have first provided Team with written notice of the date that Team shall be required to quit its possession of the Stadium Complex due to a scheduled occupancy of the Stadium Complex by a third party pursuant to such third party's written lease for the same and (b) Team's holding over shall have extended beyond the date specified in such notice.



ARTICLE 16

TRANSFER OF TEAM'S FRANCHISE

16.1 **General.** Team hereby acknowledges that County will be irreparably harmed by the transfer, during the Term, of Team's NFL Franchise to a location other than the Project. Accordingly, Team hereby acknowledges and agrees as follows:

16.1.1 County does not have an adequate remedy at law for breach of this Article 16;

16.1.2 Team shall not enter into any contract or agreement of any kind to transfer, during the Term, its NFL Franchise outside the County of Hamilton, Ohio or to a location other than the Project without the prior written consent of County;

16.1.3 Team shall not make formal application to the NFL for approval to transfer, during the Term, its NFL Franchise to a location other than the Project without the prior written consent of County;

16.1.4 Subject to the provisions of Section 20.1 of this Lease, Team shall, from and after the Commencement Date and until the expiration of the Term, play all of its regular season NFL home games and post-season home games (other than a Super Bowl game) at the Stadium; and

16.1.5 Team agrees that, in the event of a violation of this Article 16, County shall be entitled to seek and obtain, and Team hereby consents to the entry of, a temporary restraining order, together with preliminary and permanent injunctive relief, from any court of competent jurisdiction to enjoin any violation of this Article 16. Team hereby waives any requirement that County post a bond in connection with such injunctive relief.

The foregoing provisions of this Section 16.1 shall not be deemed a waiver of any legal or equitable rights to which Team may then be entitled except to the extent expressly provided above. Notwithstanding the foregoing, County agrees that upon termination or expiration of the Lease, Team shall be permitted to play most or all of its games at a location other than the Project notwithstanding Ohio Revised Code §9.67 or other relevant law or regulation and that this authorization satisfies the requirements of Ohio Revised Code § 9.67.



ARTICLE 17

RIGHTS RESERVED TO COUNTY

17.1 **Rights Reserved to County.** County reserves the following right, exercisable with reasonable prior notice under the circumstances (except that no notice is required in the event of an emergency) and, subject to County's compliance with the provisions of Section 8.5 and this Article 17, without liability to Team for damage or injury to property, person or business (except if caused by the negligence or intentional misconduct of County or its agents) and without effecting an eviction or disturbance of Team's use of possession or giving rise to any claim for setoff or abatement of Rent:

to enter upon and remain in the Stadium Complex at reasonable hours for reasonable purposes, including, without limitation, inspection or performance of Improvements; provided, however, that in exercising its rights under this Section 17.1, County shall (a) make all reasonable and good faith efforts to minimize any interference with Team's exercise of its rights under this Lease, (b) reschedule its activities if such activities would interfere with Team's exercise of its rights on any Team Use Day or Private Team Use Day (except in the event of an emergency), and (c) coordinate with Team with respect to the scheduling of any activities in the Exclusive Leased Premises.

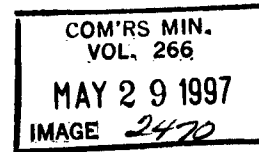
Subject to the foregoing requirements and the provisions of Section 8.5 and Section 17.2 below, throughout the Term, County and its contractors shall have free access to any and all areas of the Stadium Complex to the extent necessary or desirable in connection with Improvements, and Team agrees that there shall be no construction of partitions or other obstructions (except in accordance with plans and specifications approved by County) which might materially and adversely interfere with access to or the moving of servicing equipment to or from the enclosures containing said areas.

17.2 **Improvements by County.** Following the Commencement Date, except to the extent Improvements are required to be made by County under this Lease, County shall make no Improvements to the Stadium Complex without obtaining the prior written consent of Team, which may be withheld by Team in its reasonable discretion. County shall coordinate with Team and shall obtain Team's prior approval with respect to the scheduling and timing of all Improvements to be performed by County.

ARTICLE 18

ASSIGNMENT AND SUBLETTING

18.1 **General Restrictions on Assignment and Subletting.** Except as specifically set forth in Section 18.2 hereof, Team, without prior written consent of County in each instance, shall not:



18.1.1 assign, transfer, mortgage, pledge, hypothecate or encumber or subject to or permit to exist upon or be subjected to any lien or charge, Team's leasehold interest under or pursuant to this Lease, or any portion of such leasehold interest (provided that the foregoing shall not be deemed to restrict Team's assignment of any revenues of Team arising under this Lease and/or Team's leasehold interest, which revenues shall be freely assignable by Team);

18.1.2 sublet the Stadium Complex or any part hereof, subject, in all cases, however, to the provisions of Sections 18.2.2 and 18.2.3 below; or

18.1.3 permit the use or occupancy of the Stadium Complex or any part thereof for any purpose not provided for under Article 8 of this Lease.

County has the absolute right to withhold its consent to the actions described in this Section 18.1 without giving any reason whatsoever, except as herein expressly provided to the contrary. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Team under any bankruptcy, insolvency or reorganization proceedings.

18.2 **Permitted Assignments or Subletting.** Notwithstanding the provisions of Section 18.1 above, or any other provision of this Lease:

18.2.1 Team may, without the prior consent of County, assign this Lease and its rights under this Lease to any Person which acquires Team's NFL Franchise with the approval of the NFL or otherwise in accordance with applicable NFL Rules; provided the following conditions are satisfied:

(a) Such assignee assumes all of the obligations of Team under this Lease and agrees to be bound by all of the terms and provisions of this Lease pursuant to an instrument in form and substance reasonably acceptable to County;

(b) Such assignee assumes, pursuant to an instrument reasonably acceptable to County, all of Team's obligations under any other agreements or contracts entered into between Team and County with respect to or in connection with the Project;

(c) No Team Default shall then be in existence or, alternatively, such assignee provides assurances which are reasonably satisfactory to County that it will cure such Team Default as a condition of the effectiveness of such assignment; and

(d) Team shall have provided County with evidence, reasonably acceptable to County, that the transfer of Team's NFL Franchise has been approved by the NFL.

18.2.2 Team may, without the consent of County, sell or grant licenses, easements, subleases or similar interests in the ordinary course of the operation of the Stadium Complex to concessionaires, restaurant operators, vendors, advertisers, users and others for the uses of the Stadium Complex contemplated by Article 8 of this Lease; and

18.2.3 Team may, without the consent of County, sell leases, licenses (including, without limitation, COA's from and after August 1, 2000) and similar interests in reserved seats, Club Seats and Private Suites, and may sell tickets for admission to the Stadium.

18.3 **Team to Remain Obligated.** Consent by County to any assignment, subletting, use, occupancy or transfer shall not operate to relieve Team from any covenant or obligation hereunder except to the extent, if any, expressly provided for in such consent, or be deemed to be a consent to or relieve Team from obtaining County's consent to any subsequent assignment, subletting, use, occupancy or transfer. Notwithstanding the foregoing, the assignment or transfer of the rights of Team in, to and under this Lease shall release Team of its covenants and obligations under this Lease arising from and after the effective date of the assignment or transfer if such assignee or transferee (a) is an approved franchisee of the NFL and (b) assumes in writing all of the obligations of Team under this Lease.

ARTICLE 19

WAIVER OF CERTAIN CLAIMS; INDEMNIFICATION

19.1 **Waiver of Certain Claims by Team.** To the extent not expressly prohibited by law, Team releases County, and its agents, servants and employees, from and waives all claims for loss, costs, expenses or damages to person or property sustained by Team, or by any other Person, resulting directly or indirectly from fire or other casualty, cause or any existing or future condition, defect, matter or thing in or about the Stadium Complex and Parking Facilities, or from any equipment or appurtenance therein, or from any accident in or about the Stadium Complex or Parking Facilities, or from any act or neglect of any other Person, including County's agents and servants, excepting only matters arising out of the gross negligence or intentional or willful misconduct of County or its agents or servants; provided that such waiver applies only to the extent any such loss, costs, expenses or damages are covered by and to the extent of proceeds received from insurance maintained by Team or County. This Section 19.1 shall apply especially, but not exclusively, to damage caused by fire, casualty or any other causes, and shall apply without distinction as to the Person whose act or neglect was responsible for the damage.

19.2 **Waiver of Certain Claims by County.** To the extent not expressly prohibited by law, County releases Team, and its agents, servants and employees, from and waives all claims for loss, costs, expenses or damages to person or property sustained by County, or by any other Person, resulting directly or indirectly from fire

or other casualty, cause or any existing or future condition, defect, matter or thing in or about the Stadium Complex and Parking Facilities, or from any equipment or appurtenance therein, or from any accident in or about the Stadium Complex or Parking Facilities, or from any act or neglect of any other Person, including Team's agents and servants, excepting only matters arising out of the gross negligence or intentional misconduct of Team or its agents or servants; provided that such waiver applies only to the extent any such loss, costs, expenses or damages are covered by and to the extent of proceeds received from insurance maintained by County or Team. This Section 19.2 shall apply especially, but not exclusively, to damage caused by fire, casualty or any other causes, and shall apply without distinction as to the Person whose act or neglect was responsible for the damage.

19.3 **Damage Caused by Stadium Misuse.** Subject to the provisions of Sections 19.1 and 19.2 above, if any damage to the Stadium Complex, or any Component thereof, results from any Stadium Misuse of either Team or County, the party directly or indirectly responsible for such Stadium Misuse shall be liable therefor, and the other party may at its option repair such damage, and the party directly or indirectly responsible for the Stadium Misuse shall upon demand by such other party reimburse such other party for all costs of repairing such damage in excess of amounts, if any, paid to such other party under insurance covering such damage.

19.4 **Personal Property.** All personal property belonging to Team at the Stadium Complex shall be there at the risk of Team, and County shall not be liable for damage thereto or theft or misappropriation thereof. All personal property belonging to County at the Project shall be there at the risk of County, and Team shall not be liable for damage thereto or theft or misappropriation thereof.

19.5 **Indemnification by Team.** To the extent not expressly prohibited by law, Team agrees to hold County and its officers, directors and trustees, and their agents, servants and employees, harmless and to indemnify each of them against claims and liabilities, including reasonable attorneys' fees, for injuries to all persons and damage to or theft or misappropriation or loss of property occurring in or about the Stadium Complex arising from Team's occupancy of the Stadium Complex or the conduct of its business or from any activity, work or thing done, permitted or suffered by Team in or about the Stadium Complex or from any breach or default on the part of Team in the performance of any covenant or agreement on the part of Team to be performed pursuant to the terms of this Lease, or due to any other act or omission of Team, its agents, contractors, Licensees or employees, but only to the extent of County's liability, if any, in excess of amounts, if any, paid under insurance covering such claims or liabilities (or insurance which would have been paid if County had complied in full with its obligations to carry insurance of the type and nature specified in this Lease). Team's obligation to indemnify County hereunder shall include the duty to defend against any claims asserted by reason of any such claims or liabilities and to pay any judgments, settlements, costs, fees and expenses, including attorneys' fees, incurred in connection therewith.

19.6 **Indemnification by County.** To the extent not expressly prohibited by law, County agrees to hold Team and its officers, directors and trustees, and their

agents, servants and employees, harmless and to indemnify each of them against claims and liabilities, including reasonable attorneys' fees, for injuries to all persons and damage to or theft or misappropriation or loss of property occurring in or about the Project arising from County's occupancy of the Project or the conduct of its business or from any activity, work or thing done, permitted or suffered by County in or about the Project or from any breach or default on the part of County in the performance of any covenant or agreement on the part of County to be performed pursuant to the terms of this Lease, or due to any other act or omission of County, its agents, contractors, Licensees or employees, but only to the extent of Team's liability, if any, in excess of amounts, if any, paid under insurance covering such claims or liabilities (or insurance which would have been paid if Team had complied in full with its obligations to carry insurance of the type and nature specified in this Lease). County's obligation to indemnify Team hereunder shall include the duty to defend against any claims asserted by reason of any such claims or liabilities and to pay any judgments, settlements, costs, fees and expenses, including attorneys' fees, incurred in connection therewith.

ARTICLE 20

DAMAGE OR DESTRUCTION BY CASUALTY

20.1 **Damage or Destruction by Casualty.** If any portion of the Stadium Complex is damaged by fire or other casualty, then County shall proceed promptly to repair and restore the same, subject to reasonable delays for insurance adjustments and the provisions of Section 32.9 of this Lease. During the period (the "Untenability Period"), if any, commencing on the date that the Stadium Complex cannot be reasonably or profitably used for the uses described in Section 8.1 of this Lease and ending on the date that the Stadium Complex can reasonably be used for such purposes (or such later date that Team may be contractually committed to in connection with its use of an alternate facility for the temporary playing of its NFL games, which later date, if any, shall in no event be later than the commencement of the Football Season next following the Football Season in which restoration of the Stadium Complex is completed), Team shall, notwithstanding the provisions of Article 16 or any other provisions of this Lease, be permitted to use locations other than the Stadium Complex to conduct its business operation, to play its football games and otherwise to undertake the activities which it may undertake at the Stadium Complex. In the event that the Stadium Complex cannot be, or is not, fully repaired or restored to the condition in effect immediately prior to such fire or other casualty within a period of eighteen (18) months following the commencement of the repair or restoration work, Team at its option, in addition to all of its other rights or remedies under this Lease, may elect to terminate this Lease by written notice to County, in which event the Lease shall terminate on the date set forth in the notice from Team. For the purposes of the foregoing sentence, the eighteen (18) month period for repair or restoration work shall be deemed to commence from the earlier of (a) the actual commencement of such work or (b) three (3) months after the fire or other casualty and in no event shall such eighteen (18) month period (or the commencement of such

period) be extended by delays for insurance adjustments or the provisions of Section 32.9 of this Lease.

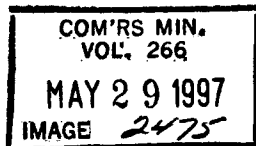
20.2 **Abatement of Base Rent.** During the Untenantability Period, or during any other period in which fire or any casualty results in any scheduled preseason or regular season Team game during a Football Season not being played at the Stadium, then Team's obligations, if any, to make Base Rent shall abate in an amount equal to the Base Rent payable with respect to the applicable Lease Year multiplied by a fraction, the numerator of which is the number of preseason and regular season Team games that were unable to be played at the Stadium during such Lease Year and the denominator of which is the number of scheduled preseason and regular season Team home games during the applicable Lease Year (including the number of scheduled games which were canceled).

ARTICLE 21

EMINENT DOMAIN

21.1 **Total Condemnation.** If the Project or a substantial part thereof shall be taken or condemned by any competent authority, the Term shall end upon and not before the earlier of (a) the date when the possession of the part so taken shall be required for such use or purpose or (b) the effective date of the taking. In the event of the foregoing, Base Rent at the then-current rate shall be prorated between the parties as of the date of the termination and paid within thirty (30) days of such termination. Such proration shall be determined by multiplying the Base Rent, if any, payable with respect to the Lease Year in which such termination occurs by a fraction, the numerator of which is the number of pre-season and regular season Team games played at the Stadium during such Lease Year and the denominator of which is the number of originally scheduled pre-season and regular season Team home games for such Lease Year.

21.2 **Partial Condemnation.** If less than all or a substantial part of the Project shall be taken or condemned by any competent authority, then this Lease shall not so terminate and County shall, to the extent practicable, restore the Project to complete architectural units suitable for the uses described in Section 8.1 of this Lease; provided that if such taking or condemnation materially or adversely affects the ability of Team to utilize the Project for the purposes described in Section 8.1 of this Lease or the profit of Team resulting from the use of the Project, Team shall have the rights of termination set forth in Section 21.1 above. Notwithstanding the foregoing, in the event of a partial taking or condemnation of the Practice Area which does not result in a termination of this Lease, but which, in the Team's judgment, materially and adversely affects the Practice Area for its intended purpose, County shall, at its cost and expense, provide Team with a new practice facility (together with related offices, training and weight rooms, locker rooms and other appropriate facilities) in a location approved by Team and of a quality consistent with NFL practice facilities opened within ten (10) years of the time of such taking.



21.3 **Award.** No money or other consideration shall be payable by County to Team with respect to the termination of this Lease under Sections 21.1 or 21.2. However, Team shall have the right to submit a claim against the taking authority for the losses, costs, damages and expenses (including without limitation, the loss of its leasehold interest) it suffers as a result of such taking or condemnation, whether for a total or partial taking of the Project.

ARTICLE 22

DEFAULT BY TEAM

22.1 **Team Defaults.** The occurrence of any one or more of the following matters constitutes a default (each, a "Team Default") by Team under this Lease:

22.1.1 Team's failure to pay any Rent or other charges due and payable to County within thirty (30) days after written notice thereof from County to Team;

22.1.2 Team's failure to observe or perform in any material respect any other covenant, agreement, condition or provision of this Lease if such failure shall continue for thirty (30) days after notice thereof from County to Team; provided, however, that Team shall not be in default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within thirty (30) days after such notice, Team commences such cure and diligently proceeds to complete the same at all times thereafter;

22.1.3 Team admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for Team or for the major part of its property;

22.1.4 A trustee or receiver is appointed for Team or for the major part of its property and is not discharged within thirty (30) days after such appointment; or

22.1.5 Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law, or similar law for the relief of debtors, are instituted by or against Team, and, if instituted against Team, are allowed against it or are consented to by it, are not dismissed within sixty (60) days after such institution.

22.2 **Rights and Remedies of County.** If a Team Default occurs that is not cured within thirty (30) days after an additional written notice from County, County shall have the following rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative, provided however, County may exercise the remedy provided for in Section 22.2.1 below only if (a) the Team Default concerns Team's

failure to pay Rent or Team's having ceased its operations at the Stadium Complex or (b) the existence of the Team Default has been determined by court order:

22.2.1 County may terminate this Lease by giving to Team notice of County's election to do so, in which event the Term shall end, and all right, title and interest of Team hereunder shall expire on the date stated in such notice; or

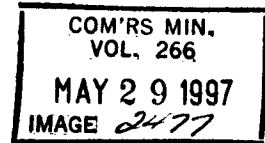
22.2.2 County may enforce the provisions of this Lease at law or in equity and may enforce and protect the rights of County hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy (excluding termination of this Lease), including recovery of all actual damages and moneys due or to become due from Team under any of the provisions of this Lease.

22.3 **Right to Re-Enter.** If County exercises the remedy provided for in the foregoing Section 22.2.1, Team shall surrender possession and vacate the Stadium Complex and immediately deliver possession thereof to County, and County may re-enter and take complete and peaceful possession of the Stadium Complex, and County may remove all occupants and property therefrom, without relinquishing County's right to recover the amounts described in Section 22.4 below.

22.4 **Final Damages.** If this Lease is terminated by County as provided for by Section 22.2.1, County shall be entitled to recover from Team all Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Team or for which Team is liable or in respect of which Team has agreed to indemnify County under any of the provisions of this Lease, which may be then owing and unpaid, and all costs and expenses, including court costs and attorneys' fees, incurred by County in the enforcement of its rights and remedies hereunder, and, in addition, County shall be entitled to recover as damages for loss of the bargain and not as a penalty, any and all actual damages (including loss of the leasehold interest) sustained by County. For the purposes of this Section 22.4, County's actual damages shall be deemed to include, without limitation, the aggregate sum which at the time of such termination represents the present value of the Base Rent which would have been payable after the termination date had this Lease not been terminated, such present value to be computed on the basis of a six percent (6%) per annum discount from the respective dates upon which such Base Rent would have been payable hereunder had this Lease not been terminated.

22.5 **Assumption or Rejection in Bankruptcy.** If Team shall be adjudged bankrupt or if a trustee-in-bankruptcy shall be appointed for Team, County and Team agree, to the extent permitted by law, to request that the trustee in bankruptcy shall determine within sixty (60) days' thereafter whether to assume or reject this Lease.

22.6 **No Right to Terminate Lease.** Except pursuant to a right expressly set forth in this Lease, County shall not have the right to terminate this Lease.



ARTICLE 23

DEFAULT BY COUNTY

23.1 **County Defaults.** The occurrence of any one or more of the following matters constitutes a default (each, a "County Default") by County under this Lease:

23.1.1 County's failure to (a) pay any amounts due to Team hereunder, including without limitation, the amounts required under Section 13.9 of this Lease or (b) make the deposits into the Reserve Account as provided in Section 13.6 hereof, in either case, within thirty (30) days after written notice thereof from Team to County;

23.1.2 County's failure to observe or perform in any material respect any other covenant, agreement, condition or provision of this Lease if such failure shall continue for thirty (30) days after notice thereof from Team to County; provided, however, that County shall not be in default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within thirty (30) days after such notice, County commences such cure and diligently proceeds to complete the same at all times thereafter;

23.1.3 County admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for County or for the major part of its property;

23.1.4 A trustee or receiver is appointed for County or for the major part of its property and is not discharged within thirty (30) days after such appointment; or

23.1.5 Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law, or similar law for the relief of debtors, are instituted by or against County and, if instituted against County, are allowed against it or are consented to by it, are not dismissed within sixty (60) days after such institution.

23.2 **Rights and Remedies of Team.** If a County Default occurs that is not cured within thirty (30) days after an additional written notice from Team, Team shall have the following rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative, provided however, Team may exercise the remedy provided for in Section 23.2.1 below only if (a) the County Default is a monetary default or (b) the existence of the County Default has been determined by court order:

23.2.1 Team may terminate this Lease by giving to County notice of Team's election to do so, in which event the Term shall end, and the obligations of Team hereunder shall expire on the date stated in such notice;



23.2.2 Team may enforce the provisions of this Lease at law or in equity and may enforce and protect the rights of Team hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy (excluding termination of this Lease), including recovery of all actual damages and moneys due or to become due from County under any of the provisions of this Lease; or

23.2.3 Team may perform the obligations of County at the cost and expense of County, which costs and expenses shall be due and payable by County to Team within five (5) days after County's receipt of a written invoice for same from Team. In the event County fails to timely reimburse Team for such costs and expenses, Team, in addition to any other rights or remedies available to it hereunder, may deduct such costs and expenses from any amounts then or thereafter due to County from Team hereunder or from any other amounts then or thereafter due from Team to County.

23.3 **Final Damages.** If this Lease is terminated by Team as provided for by Section 23.2.1, Team shall be entitled to recover from County all amounts due from County which are accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by County or for which County is liable or in respect of which County has agreed to indemnify Team under any of the provisions of this Lease, which may be then owing and unpaid, and all costs and expenses, including court costs and attorneys' fees, incurred by Team in the enforcement of its rights and remedies hereunder, and, in addition, Team shall be entitled to recover as damages for loss of the bargain and not as a penalty, any and all actual damages (including loss of the leasehold interest) sustained by Team.

23.4 **No Right to Terminate Lease.** Except pursuant to a right expressly set forth in this Lease, Team shall not have the right to terminate this Lease.

ARTICLE 24

FUTURE DEVELOPMENT OF RIVERFRONT

County covenants that, from and after the occurrence of both (a) the date of this Lease and throughout the Term, and (b) the date County acquires ownership and/or control, in each such instance, directly or indirectly, of property located within the following area: west of the current Race Street as extended south to the Ohio River, north of Mehring Way, east of the Stadium and south of Third Street (the "Restricted Area"), County shall not, and County shall not permit any other Person to, construct any building or any other structure on the Restricted Area owned or controlled (in each instance, directly or indirectly) by County which:

- (i) exceeds two stories or which exceeds a total of 40 feet in height (including all roof top mechanical equipment) above the Stadium plaza elevation of 515 feet above sea level;
- (ii) includes roof top mechanical equipment which is not screened from view;
- (iii) is constructed so as to be visible to a television camera located in the center of the Club Level (elevation of approximately 553 feet) at the 50 yard line along the western side of the Stadium when such camera is pointed toward the view of the Ohio River at the southern most point of the eastern upper deck of the Stadium (the "Viewing Area");
- (iv) has off-street loading facilities within the Viewing Area which are not screened from public view or which has off-street loading facilities which are visible from the Stadium or the Plaza; or
- (v) for property in the Restricted Area which is north of Pete Rose Way, does not include a set back from Pete Rose Way (on its southerly edge) for pedestrian access from the Race Street corridor to the Stadium or which blocks views to the downtown Cincinnati skyline from the Club Level on the easterly side of the Stadium.

A breach of any of the covenants of this Article 24 shall constitute a County Default under this Lease entitling Team to exercise any and all remedies provided for in Section 23.2 of this Lease, including, without limitation, the remedy set forth in Section 23.2.1.

ARTICLE 25

SUBROGATION AND INSURANCE

25.1 **Waiver of Subrogation.** County and Team agree to have all fire and extended coverage and other property damage insurance which may be carried by either of them endorsed with a clause providing that any release from liability of, or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party. Without limiting any release or waiver of liability or recovery set forth elsewhere in this Lease, and notwithstanding anything in this Lease which may appear to be to the contrary, each of the parties hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collected under such insurance policies.



Notwithstanding the foregoing or anything contained in this Lease to the contrary, any release or any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder.

25.2 **Team's Insurance.** Team shall procure and maintain policies of insurance, at its sole cost and expense, during the entire Term hereof as follows:

25.2.1 Commercial General Liability insurance insuring against claims, demands or actions made by, or on behalf of, any Person and arising from, related to or connected with the exercise by Team of its rights under this Lease with respect to the Administrative Offices and the Practice Area, providing for a single combined minimum limit coverage of not less than \$10,000,000 for each occurrence;

25.2.2 Insurance against all worker's compensation claims;

25.2.3 Standard fire and extended coverage insurance, including, without limitation, vandalism and malicious mischief and sprinkler leakage endorsements, insuring all Team's contents and Team's trade fixtures, machinery, equipment, furniture and furnishings in the Project to the extent of one hundred percent (100%) of their replacement cost; and

25.2.4 Liquor Liability Insurance insuring Team and County, provided that if Team's concessionaire carries such insurance and includes County as an additional insured on such policy, Team's obligation to carry such insurance shall be deemed satisfied.

25.3 **County's Insurance.** County shall procure and maintain policies of insurance, at its sole cost and expense, during the entire Term hereof as follows:

25.3.1 Commercial General Liability insurance insuring against claims, demands or actions made by, or on behalf of, any Person and arising from, related to or connected with the Project (excluding the Administrative Offices and the Practice Area), providing for a single combined minimum limit coverage of not less than \$100,000,000 for each occurrence;

25.3.2 Fire and Casualty insurance insuring all improvements at any time constituting a part of the Project against loss or damage by perils normally included under a form of coverage commonly referred to as fire and special causes of loss (including theft), plus the perils of flood, sewer back-up and earthquake. The insurance coverage shall be for not less than one hundred percent (100%) of the full replacement cost of such improvements with agreed amount endorsement and shall have deductible limits not in excess of \$250,000. Such insurance shall have an agreed amount endorsement and a full replacement cost endorsement. County shall be named as the insured and all proceeds of insurance shall be payable to County. The full replacement cost of

improvements shall be designated annually by County in the good faith exercise of County's judgment; and

25.3.3 Standard fire and extended coverage insurance, including, without limitation, vandalism and malicious mischief and sprinkler leakage endorsements, insuring all County's contents and County's trade fixtures, machinery, equipment (not including concession equipment owned by the Stadium Complex concessionaire or third parties), furniture and furnishings in the Project to the extent of one hundred percent (100%) of their replacement cost.

25.4 **Certificates of Insurance.** Prior to the commencement of the Term and upon written request, each party shall furnish to the other party policies or certificates evidencing the insurance coverage required under this Lease, which policies or certificates shall state that such insurance coverage may not be reduced, canceled or not renewed without at least thirty (30) days' prior written notice to County or Team, as the case may be (unless such cancellation is due to nonpayment of premium, and, in that case, only ten (10) days' prior written notice shall be sufficient). Each insurance policy procured by Team or County, as the case may be, shall name the other party, and any Person designated by the other party, as an additional insured party thereunder. Except with respect to Team's obligations under Section 25.2.2, in no event shall a party be permitted to "self-insure" with respect to its obligations under this Article 25 without obtaining the prior written consent of the other party, which consent may be withheld by such party in its sole and absolute discretion.

25.5 **Amount of Liability Insurance.** The liability insurance provided by Team and County shall be in at least those amounts reasonably agreed to from time to time by Team and County, provided that Team and County shall consider amounts commonly provided with respect to stadia used by other NFL teams; and further provided that such amounts shall never be less than the amounts specified above or later agreed to by Team and County.

25.6 **Hazardous Activities.** Neither party shall intentionally make use of the Project in a manner that would be deemed extremely hazardous or dangerous (provided that the foregoing shall not be deemed to in any way restrict Team's or its designee's use of the Stadium Complex for purposes customarily associated with the conduct and operation of an NFL football team or a professional soccer team) or which may jeopardize insurance coverage, increase the cost of such insurance or require additional insurance, unless, prior to engaging in such activity, such party, at its cost and expense, obtains additional insurance coverage for such activity that is reasonably acceptable to the other party.



ARTICLE 26

NONWAIVER

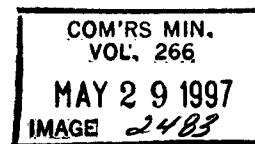
No waiver of any condition, right or obligation expressed in this Lease shall be implied by any failure of any party to enforce, or any election of any party not to enforce, any remedy on account of the violation of such condition, right or obligation whether or not such violation be continued or repeated subsequently, and no express waiver shall affect any condition, right or obligation other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Without limiting any party's rights under any other provision in this Lease, it is agreed that no receipt of moneys by one party from the other party after the termination in any way of the Term or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given prior to the receipt of such moneys. It is also agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Stadium Complex, any party may receive and collect any moneys due, and the payment of said moneys shall not waive or affect said notice, suit or judgment.

ARTICLE 27

NOTICES

All notices and demands required or desired to be given by either party to the other with respect to this Lease or the Project shall be in writing and shall be delivered personally, sent by overnight courier service, prepaid, or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as herein provided. Notices to or demands upon Team shall be addressed to Team at One Bengals Drive, Cincinnati, Ohio 45204, Attn: Mike Brown prior to Team's occupancy of the Stadium Complex and at the Stadium Complex following Team's occupancy of the Stadium Complex. Notices to or demands upon County shall be addressed to County c/o County Administrator, County Administration Office, 138 East Court Street, 6th Floor, Cincinnati, Ohio 45202, Attn: County Administrator. Notices and demands shall be deemed given and delivered (a) upon receipt or refusal, if delivered personally, (b) one (1) business day after deposit with an overnight courier service, or (c) two (2) business days after deposit in the United States mails, if mailed. Either party may change its address for receipt of notices by giving notice of such change to the other party in accordance herewith. Copies of all notices sent to Team shall also be sent by County to Taft, Stettinius & Hollister, 1800 Star Bank Center, 425 Walnut Street, Cincinnati, Ohio 45202, Attn: W. Stuart Dornette.

ARTICLE 28
COVENANT OF QUIET ENJOYMENT



County covenants that if, and so long as, Team keeps and performs each and every covenant, agreement, term, provision and condition of this Lease on the part and on behalf of Team to be kept and performed, Team shall quietly enjoy its rights under this Lease without hindrance or molestation by County or by any other person lawfully claiming by, through or under County, subject to the covenants, agreements, terms, provisions and conditions of this Lease.

ARTICLE 29
TITLE AND COVENANT AGAINST LIENS

County's title in and to the Stadium Site and the Project is and always shall be paramount to the title of Team, and nothing in this Lease contained shall empower Team to do any act which can, shall or may encumber the title of County in and to the Stadium Site and the Project. Team covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Project or against Team's leasehold interest in the Stadium Complex as a result of the acts or omissions of Team, its contractors or agents and, in case of any such lien attaching, to immediately pay and remove same (or bond over same). Team has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by any act or omission of Team, its agents or contractors, operation of law or otherwise, to attach to or be placed upon the Project and any and all liens and encumbrances created by Team, its agents or contractors shall attach only to Team's leasehold interest in the Stadium Complex. If any such liens so attach and Team fails to pay and remove same (or bond over same) within thirty (30) days, County, at its election, may pay and satisfy the same, and in such event the sums so paid by County shall accrue with interest from the date of payment at the rate set forth in Section 32.6 hereof for amounts owed County by Team. Such sums shall be deemed to be additional rent due and payable by Team at once without notice or demand.

ARTICLE 30
REPRESENTATIONS AND WARRANTIES BY TEAM AND BY COUNTY

30.1 **Team Representations and Warranties.** Team represents and warrants to County as follows, as of the date hereof and again as of the Commencement Date:

30.1.1 **Valid Existence.** Team is a corporation duly organized and validly existing under the laws of the State of Ohio (or of the state of its organization



as of the date the Term commences). Team has full corporate power to own its property and conduct its business as presently conducted.

30.1.2 Power; No Limitation on Ability to Perform. Team has full corporate power and authority to execute and deliver this Lease and to carry out and perform all of the terms and provisions of this Lease, and all transactions contemplated hereby, to the extent required to be carried out or performed by Team. Neither Team's articles of incorporation and code of regulations nor any NFL Rules, nor any Legal Requirement in any way prohibits, limits or otherwise affects the right or power of Team to enter into and perform all of the terms and provisions of this Lease, and each document, agreement and instrument executed and to be executed by Team in connection with this Lease, and all transactions contemplated hereby and thereby. Neither Team nor any of its officers, directors or stockholders or any of their personal or legal representatives are party to or bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument or Legal Requirement which would prohibit, limit or otherwise affect this Lease except to the extent unconditionally and validly waived. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other Person is required for the due execution, delivery and performance by Team of this Lease, or any other agreement, document or instrument executed and delivered by Team or any of the transactions contemplated hereby or, if any such consent is required, it has been unconditionally and validly given by the party entitled to give same.

30.1.3 Valid Execution. The execution and delivery of this Lease by Team has been duly and validly authorized by all necessary action. This Lease and all other agreements, documents and instruments executed and delivered by Team in connection herewith are, and each other agreement, document or instrument to be executed and delivered by Team in connection herewith, when executed and delivered will be, legal, valid and binding obligations of Team, enforceable against Team in accordance with their respective terms.

30.1.4 Defaults. The execution, delivery and performance of this Lease and each agreement, document and instrument executed and to be executed and delivered by Team in connection herewith (a) do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under (i) any agreement, document or instrument to which Team is a party or by which Team assets may be bound or affected, (ii) any Legal Requirement applicable to Team, (iii) Team's articles of incorporation or code of regulations, or (iv) NFL Rules, and (b) do not and will not result in the creation or imposition of any lien or other encumbrance upon the assets of Team.

30.2 County Representations and Warranties. County represents and warrants to Team as follows, as of the date hereof and again as of the Commencement Date:

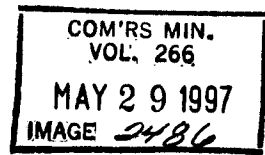


30.2.1 **Valid Existence.** County is a valid political subdivision of the State of Ohio. County has full power to own its property and conduct its business as presently conducted.

30.2.2 **Power; No Limitation on Ability to Perform.** County has full power and authority to execute and deliver this Lease and to carry out and perform all of the terms and provisions of this Lease, and all transactions contemplated hereby, to the extent required to be carried out or performed by County. No Legal Requirement in any way prohibits, limits or otherwise affects the right or power of County to enter into and perform all of the terms and provisions of this Lease and each document, agreement and instrument executed and to be executed by County in connection with this Lease, and all transactions contemplated hereby. Neither County nor any of its commissioners, officers, directors or officials or any of their personal or legal representatives are party to or bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument or Legal Requirement which would prohibit, limit or otherwise affect this Lease except to the extent unconditionally and validly waived. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other Person is required for the due execution, delivery and performance by County of this Lease, or any other agreement, document or instrument executed and delivered by County or any of the transactions contemplated hereby or, if such consent is required, it has been unconditionally and validly given by the party entitled to give the same.

30.2.3 **Valid Execution.** The execution and delivery of this Lease by County has been duly and validly authorized by all necessary action. This Lease and all other agreements, documents and instruments executed and delivered by County in connection herewith are, and each other agreement, document or instrument to be executed and delivered by County in connection herewith, when executed and delivered will be, legal, valid and binding obligations of County, enforceable against County in accordance with their respective terms.

30.2.4 **Defaults.** The execution, delivery and performance of this Lease and each agreement, document and instrument executed and to be executed and delivered by County in connection herewith (a) do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under (i) any agreement, document or instrument to which County is a party or by which County assets may be bound or affected, or (ii) any Legal Requirement applicable to County, and (b) do not and will not result in the creation or imposition of any lien or other encumbrance upon the assets of County.



ARTICLE 31

GUARANTY BY COUNTY OF SALE OF TEAM TICKETS

As a material inducement for Team to enter into this Lease, County hereby guarantees the sale by Team of at least 50,000 tickets for general admission seats for each of Team's first twenty (20) NFL home games (including preseason games, but excluding post season games) played at the Stadium. For the purposes of this Article 31, "general admission seats" shall not be deemed to include Club Seats or seats in the Private Suites. If Team does not sell at least 50,000 general admission tickets for any Team NFL home game for which County's guaranty is applicable, Team shall deliver written notice to County within ten (10) business days after the holding of such game specifying the number of general admission tickets under 50,000 not sold by Team and the amount due by County to Team as a result thereof (calculated as follows: subtract from 50,000 the actual number of general admission tickets sold by Team for such game and multiply the difference by the weighted average ticket price for such unsold tickets). For purposes of such calculation, the weighted average ticket price of unsold general admission seat tickets shall be determined by dividing the aggregate amount that would have been charged to the public for all of the unsold general admission tickets by the total number of unsold general admission tickets. For example, if 7,000 total general admission tickets were not sold for a given game and the aggregate amount that would have been charged to the public for all of such unsold tickets is \$245,000, then the weighted average ticket price for such unsold tickets would be \$35.00. County shall pay the amounts due Team hereunder within five (5) business days after its receipt from Team of each applicable notice letter.

ARTICLE 32

MISCELLANEOUS

32.1 **Successors and Assigns.** Each provision of this Lease shall extend to and shall bind and inure to the benefit not only of County and Team, but also their respective heirs, legal representatives, successors and assigns; provided, however, that this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge or subletting contrary to the provisions of this Lease.

32.2 **Modifications in Writing.** No modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon County or Team unless in writing signed by County or Team, as the case may be.

32.3 **Recordation of Lease.** Neither party shall record this Lease, whether in the public records of County or elsewhere. At the request of either party however, a short form memorandum containing none of the financial terms of this Lease and otherwise in form and substance reasonably satisfactory to both parties may be recorded.

32.4 **Headings.** The headings of Articles and Sections in this Lease are for convenience only and do not limit, expand or construe the contents of such Articles and Sections.

32.5 **Time of Essence.** Time is of the essence of this Lease and of all provisions hereof.

32.6 **Default Rate of Interest.** All amounts (including, without limitation, Base Rent) owed by either party to the other pursuant to any provision of this Lease shall bear interest from the date due until paid at the annual rate of four percent (4%) in excess of the Prime Rate.

32.7 **Severability.** The invalidity of any provision of this Lease shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Lease.

32.8 **Entire Lease.** Except for County's representations regarding the location of the Stadium and other sports facilities, all understandings and agreements, oral or written, heretofore made between the parties hereto (including, without limitation, the Memorandum) are merged in, and superseded by, this Lease, which fully and completely expresses the agreement between the parties hereto with respect to the subject matter hereof.

32.9 **Force Majeure.** If either party fails to timely perform any of the terms, covenants and conditions of this Lease on such party's part to be performed and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by the other party or its agents, employees, contractors, licensees or invitees, or any other cause beyond the reasonable control of the performing party, then the performing party shall not be deemed in default under this Lease as a result of such failure and any time for performance provided for herein shall be extended by the period of delay resulting from such cause; provided that nothing contained herein shall extend, or be deemed to extend, the date for Substantial Completion of the Project beyond the Completion Target Date and further provided that nothing contained in this Section 32.9 shall result in a delay in the specified date for the payment of money.

32.10 **Antidiscrimination Clause.** Neither Team nor County shall discriminate on the basis of race, color, political or religious opinion or affiliation, creed, age, physical or mental handicap, sex, marital status, ancestry or national origin. The Lease shall comply with all applicable state, local and federal laws, rules, regulations, executive orders and agreements pertaining to discrimination in employment, unlawful employment practices and affirmative action. Team and County shall use reasonable efforts to encourage and promote opportunities for minorities and women in the construction of the Project.

32.11 **No Third Party Beneficiary.** Except as otherwise expressly provided for in this Lease, this Lease is for the exclusive benefit of the parties hereto and not for the benefit of any third person, and this Lease shall not be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided for herein.

32.12 **Attorneys' Fees.** In the event of any action or proceeding brought under this Agreement (including, without limitation, any arbitration proceeding), the prevailing party shall be entitled to recover court costs and the fees and disbursements of its attorneys in such action or proceeding (whether at the administrative, trial or appellate levels).

32.13 **Compliance with Law.** In the construction of the Project and at all times during the Term (including, without limitation, with respect to Improvements or alterations to the Project, but excluding Improvements to the Stadium Complex that are made by Team after the Commencement Date the cost of which is not paid for (or required to be reimbursed) by County) County, at its sole cost and expense, shall comply with all applicable present and future Legal Requirements affecting the structural soundness and design of the Project. Without in any way limiting that obligation, County, to the extent applicable, shall comply with the Americans with Disabilities Act of 1990, as the same has been amended or as the same may be amended from time to time hereafter, and the regulations and guidelines thereof (collectively, "ADA"), as the same relate to the Project or its use, and any alterations or Improvements to the Project. County shall bear all the costs and expenses in connection with such compliance. Any monetary damages and civil penalties imposed and attorney's fees recovered because of County's failure to comply with ADA as required under this Lease shall be paid for by, and shall be the sole responsibility of, County. County shall indemnify, defend, and hold Team harmless from and against any and all claims, costs, expenses (including attorney's fees and litigation expenses), and causes of action arising out of violations or claims for violation of the foregoing.

32.14 **Hazardous Materials.** County shall indemnify, defend, and hold Team harmless from and against any and all claims, judgments, losses, demands, causes of action, costs of remediation, proceedings, or hearings (hereinafter collectively referred to as "Claims") relating to the storage, placement, presence, release, or use of Hazardous Materials (hereinafter defined) or other substances now or hereafter regulated by the federal, state or local government authorities on or about the Project, including, without limitation, Claims resulting from the contamination of subterranean water beneath, adjoining, or in the vicinity of the Project, except to the extent such Claims relate to Hazardous Materials that were stored, placed or released at the Project by Team. "Hazardous Materials" means any petroleum, petroleum products, asbestos, and any hazardous, toxic, or dangerous waste, substance, or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, or federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereafter in effect.

32.15 **Agreements with Other Professional Sports Teams.** County covenants that County has not entered into, and County and any County Entity shall not hereafter (directly or indirectly) enter into, any lease or other agreement with a professional sports team or franchise that occupies or will occupy any new or renovated facility located within Hamilton County which lease or other agreement contains (a) a provision which specifies that County or any County Entity does not and will not have an agreement with a professional sports team or with any lessee of a stadium in Hamilton County on terms more favorable than those contained in such lease or agreement or (b) any other form of a "Most Favored Nations" clause.

32.16 **Public Ownership.** This Lease is expressly predicated upon the continued public ownership of the Project by County or a County Entity. Notwithstanding any provision in any agreement to the contrary, County shall not sell, assign, convey, ground lease (or otherwise lease) or otherwise transfer all or part of the Project to any Person other than a County Entity without obtaining the prior written consent of Team, which consent may be withheld by Team in its sole and absolute discretion. After any permitted transfer (or other transfer) by County of its interest in the Project, County and such transferee shall be jointly and severally liable to Team for the performance of each of the covenants, obligations and liabilities of County contained in this Lease and all other agreements now or hereafter relating to the Stadium Complex (including, without limitation, the Management Agreement). In the event of any sale, assignment, conveyance or other transfer of County's interests in the Project without Team's consent to any Person other than a County Entity, in addition to any other remedies provided for herein in the event of a County Default, Team may, at its sole option and discretion, (a) terminate this Lease or (b) convert this Lease to a one-year term, subject to yearly renewal rights of Team exercisable at the sole option of Team, except that in no event shall any renewal term extend past June 30, 2036. Team may exercise its right to terminate this Lease or to modify the terms of the Lease (as set forth above) by delivery of written notice to County of Team's intent to terminate or convert to a yearly term at any time after such sale, assignment, conveyance, or other transfer.

In addition to the foregoing rights of Team, each and every sale, assignment, conveyance or other transfer of the Project, or any part or portion thereof by County to any Person other than a County Entity shall be subject to the prior right of Team to purchase the subject property upon the same terms and conditions upon which County has agreed to sell such property to such Person. Following receipt by Team of a written notice of the terms and conditions upon which County has agreed to sell the subject property, Team shall have a period of six months to notify County whether or not Team desires to purchase such property upon such terms and conditions.

As used herein, the term "County Entity" means any political successor in interest to County (in the event of a dissolution, merger or other organizational restructuring of County as it is currently constituted as a political subdivision of the State), and any public agency, public authority or other public body or entity that is controlled, and continues to be controlled, by County.

32.17 **No Partnership.** Nothing contained in this Lease shall, or shall be deemed or construed so as to, create the relationship of principal-agent, joint venturers, co-adventurers, partners or co-tenants between County and Team; it being the express intention of the parties that they are and shall remain independent contractors as to each other.

32.18 **Exhibits.** All exhibits attached hereto shall be deemed to be and are incorporated herein by reference and made a part of this Lease. Each exhibit referred to in this Lease forms an essential part of the document.

32.19 **Broker's Commission.** Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and agrees to defend and indemnify the other against, and hold it harmless from, all liability arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

32.20 **Governing Law.** This Lease shall be governed by the laws of the State of Ohio.

32.21 **Counterparts.** This Lease may be signed in counterparts, each of which shall constitute an original.

ARTICLE 33

PARKING

33.1 County shall operate the Parking Facilities in a first-class manner for each event held at the Stadium Complex. County shall guarantee for each event held on a Team Use Day such minimum number of regulation size parking spaces (in accordance with applicable Legal Requirements and which spaces shall not be bumper to bumper) for use by Stadium patrons to be available in the Stadium Parking Facility as specified on **Exhibit E** attached hereto to be available on or before the substantial completion dates set forth on **Exhibit E**. Spaces at the Parking Facilities shall be made available for use by Stadium patrons at least six (6) hours before any professional football game held at the Stadium Complex on a weekend or a holiday and at least four (4) hours before any professional football game held at the Stadium Complex on a weekday which is not a holiday. County shall have the right to use the Parking Facilities for year-round public parking and for other uses in accordance with this Lease during periods other than those referenced in this Article 33, and subject to Team's and its patrons right to the free parking spaces provided for below.

33.2 County, within three (3) business days after the holding of each such event, shall remit to Team all parking revenues generated at the Parking Facilities in connection with events held on Team Use Days at the Stadium Complex after deducting therefrom for County's operating expenses (including, without limitation, the printing and mailing of parking tickets and passes) and taxes an amount

equal to (a) 11% of such gross revenues (including gross revenues generated from and "prepaid" parking passes sold for such events) and (b) 11% of the gross revenues that would have been received by County (based on the parking fees charged to the public) from complimentary parking passes provided by Team to patrons of the Stadium (such as holders of the Private Suites), provided, however, for the purposes of this clause (b), in no event shall any revenue be attributed to the parking spaces provided pursuant to Section 33.4 below. Parking revenues generated in connection with Other Events shall be divided equally between County and Team as provided for in Section 10.3. If the available number of spaces at the Stadium Parking Facility falls below the specified number required on **Exhibit E** (by the dates set forth on **Exhibit E**) for any event held on a Team Use Day at the Stadium Complex, without limiting any other rights or remedies available to Team under this Lease, County shall pay Team the revenue lost as a result thereof (calculated as follows: [subtract from the number then required by **Exhibit E** the actual number of available spaces and multiply the difference by the applicable event parking fee then in effect for single event parking]). Team shall have the right to set the price to be charged for parking at the Parking Facilities for all events (other than events on County Use Days) at the Stadium Complex. County shall have the right to set the prices to be charged for parking at all other times.

33.3 County shall maintain the Parking Facilities in good repair, including, without limitation, the provision of adequate lighting and security at all times and the prompt repair of any casualty damage or other damages. County shall provide all personnel, equipment and supplies necessary to operate and to maintain and repair the Parking Facilities. Team and County recognize the importance of efficient and courteous operation of the Parking Facilities to the success of the Stadium Complex, and County shall consider, if requested by Team, giving Team supervisory power over the management of the Parking Facilities to accomplish such efficient and courteous operation, but County shall be under no obligation to grant Team such supervisory power. At a minimum, however, Team shall have approval rights (not to be exercised unreasonably) with respect to the Parking Facilities personnel and the manner and method of operation of the Parking Facilities for events at the Stadium Complex.

33.4 Of the parking spaces to be provided at the Stadium Parking Facility, Team shall be provided throughout the Term, at no cost (on a 365-day 24-hour, exclusive basis), such number of dedicated spaces provided for in the Architectural Program for use by Team, its officers, directors, agents, employees, the media, and other guests/invitees, as specified, from time to time, by Team in writing. Further, on Team Use Days and Private Team Use Days, Team shall be provided, at no cost (on a 24-hour exclusive basis), such additional number of parking spaces provided for in the Architectural Program for use by Team, its employees, the media and other guests/invitees. Team shall have the right to designate the location within the Stadium Parking Facility of the parking spaces allocated to Team pursuant to this Section 33.4.

33.5 County shall permit Team to sell or otherwise provide parking passes for the Parking Facilities to patrons of events at the Stadium Complex individually or as part of a ticket package.

33.6 In addition to any other parking provided under this Article 33, County shall make available at all times on a non-reserved basis such number of parking spaces provided for in the Architectural Program at the Stadium Parking Facility to facilitate ticket purchases and distribution of ticket information relative to Team and purchases of merchandise from Team's novelty store located at the Stadium Complex. Such spaces shall be provided at no charge to Team, and no charge to any patron who parks for less than one hour and provides evidence (in a form reasonably designated by the garage operator or County) of having visited Team's ticket office or the Team store.

33.7 County shall not engage in, or permit others (except Team and its concessionaire) to engage in, the sale of food or beverages, novelties (on Team Use Days only) or other products on or within the Parking Facilities, subject however, to any existing rights that the current concessionaire at Cinergy Field may have with respect to the sale of such items on or within the Cinergy Field Parking Facilities (but only so long as such rights exist under existing agreements); provided, however, that (a) County agrees to use all commercially reasonable efforts to terminate any such rights held by the current Cinergy Field concessionaire and (b) County shall promptly pay to Team any revenues received by County arising from any such rights of the current Cinergy Field concessionaire relating to the Cinergy Field Parking Facilities. The parties shall use reasonable efforts to accommodate "tailgating" in appropriate areas of the Parking Facilities and the Plaza.

33.8 County, at its sole cost and expense, shall keep and maintain (throughout the Term and for a period of not less than five (5) years after the Term) at its offices separate, uniform, complete and accurate accounting records and systems for the operation of the Parking Facilities. The form and substance of such financial accounting systems and records shall be subject to the reasonable approval of Team. All such accounting records shall be available for audit, inspection and copying by Team or its designees throughout the Term and for the three (3) years following the end of the Term. County, at its sole cost and expense, shall cause an audit report (the "Annual Parking Audit Report") of the operation of the Parking Facilities to be prepared and submitted to Team in a form reasonably approved by Team for each fiscal year (or part thereof) of County occurring during the Term. If the Annual Parking Audit Report shows any deficiency in payments due Team, County shall pay such amounts immediately to Team.

33.9 To the extent the number of parking spaces included within the Stadium Parking Facility from time to time exceeds 5,750 (such excess spaces referred to as the "Surplus Spaces") and County desires to make available for use by third parties Surplus Spaces which are located either (a) to the east of Stadium Drive as extended north and south or (b) to the north of Pete Rose Way and east of Race Street as extended (any such applicable parking area or part thereof, hereinafter referred to as a "Surplus Parking Area"), then County, following notice to Team may

provide such third party users (such as a museum, but specifically excluding uses relating to sporting events not held at the Stadium Complex) with priority use of all or a portion of the Surplus Spaces on Team Use Days. In no event (even if replacement parking is provided), shall a sports facility user or other sports franchise (other than Team) be afforded rights of use hereunder to any Surplus Parking Area or Surplus Spaces on Team Use Days inconsistent with the rights of Team, and Team shall retain all revenues rights (including parking, concession and advertising revenues relating to game-day advertising by Team) and priority scheduling rights with respect to any such Surplus Parking Area and Surplus Spaces on Team Use Days. Except as provided in the foregoing sentence, Team shall retain no other concession, advertising or signage rights relating to Surplus Spaces designated for use by a third party non-sports facility user, but such release by Team shall last only for so long as such Surplus Spaces remain designated for use by such third party non-sports facility user.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first written above.

Signed, delivered and acknowledged
in the presence of:

Deloris Charles
Printed Name: Deloris Charles

Teresa L. Nau
Printed Name: Teresa L. Nau

County:

THE BOARD OF COMMISSIONERS
OF HAMILTON COUNTY, OHIO

By: David J. Krings
David J. Krings
County Administrator

Signed, delivered and acknowledged
in the presence of:

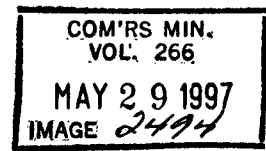
Katherine B. Blackburn
Katherine B. Blackburn

W. Stuart Dornette
W. Stuart Dornette

Team:

CINCINNATI BENGALS, INC.

By: Michael Brown
Michael Brown
President and General Manager



STATE OF OHIO :
COUNTY OF HAMILTON : SS:

The foregoing was signed before me this 29th day of May, 1997 by David J. Krings, County Administrator of the Board of Commissioners of Hamilton County, Ohio, a political subdivision of the State of Ohio, on behalf of such political subdivision.

William F. Stautberg
Notary Public, State of Ohio
My Commission Expires September 5, 1999

William F. Stautberg
Notary Public

My Commission Expires: _____

STATE OF OHIO :
COUNTY OF HAMILTON : SS:

The foregoing was signed before me this 29th day of May, 1997 by Michael Brown, the President and General Manager of Cincinnati Bengals, Inc., an Ohio corporation, on behalf of such corporation.

Troy A. Blackburn
Notary Public
TROY A. BLACKBURN, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

My Commission Expires: _____

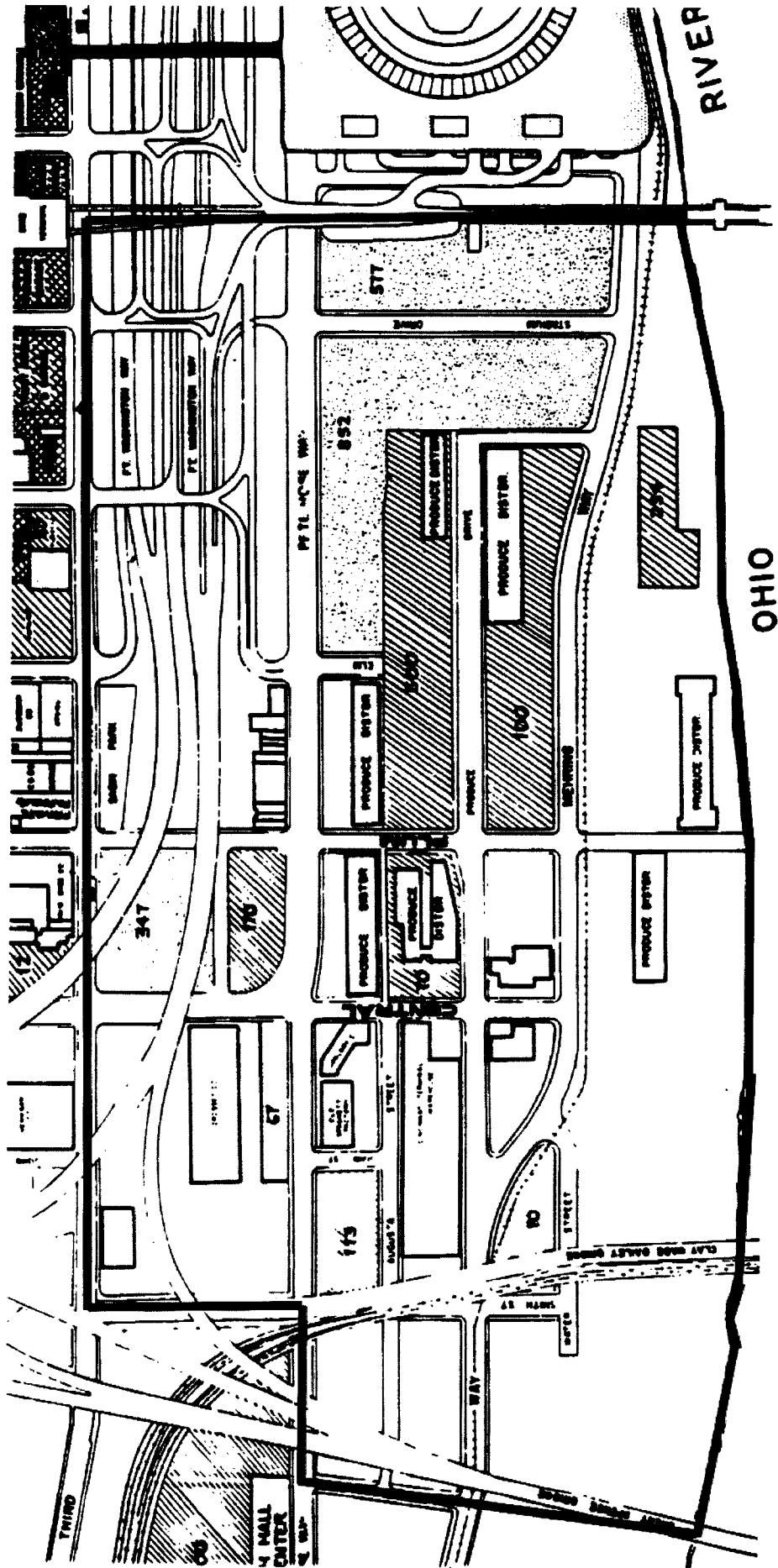
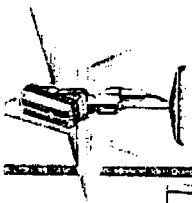


Exhibit A
Stadium Site
Excludes Ft. Washington Way, as it exists from time to time, and other public roadways



COUNTY OF HAMILTON
STATE OF OHIO
NEW STADIUM
FOR
CINCINNATI BENGALS

COM'RS MIN.
VOL. 266
MAY 29 1997
IMAGE 2496

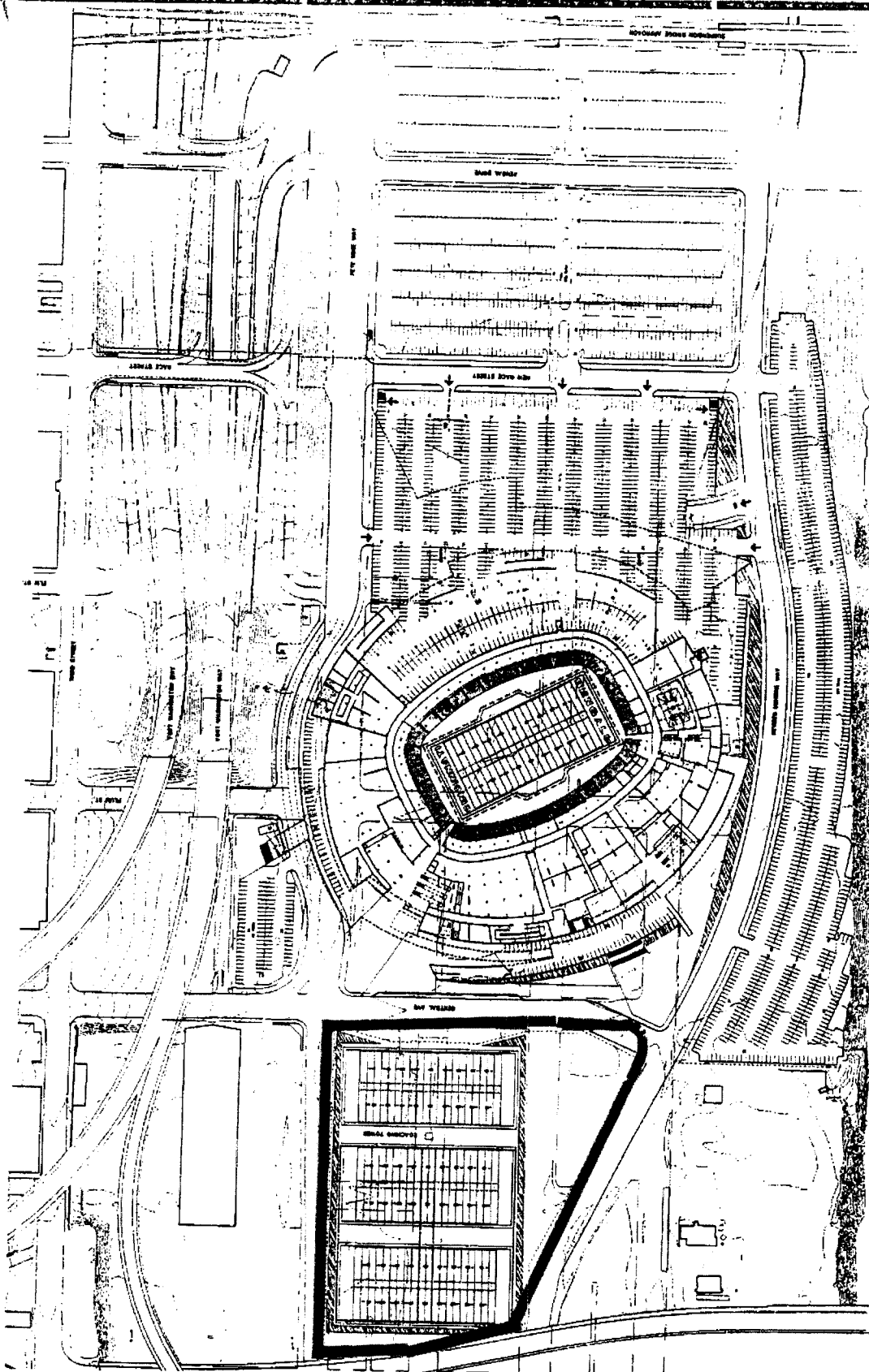


Exhibit A-1
Location of Practice Area

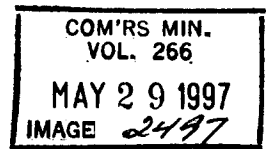


EXHIBIT B

ARCHITECTURAL PROGRAM

See copy of the Architectural Program attached hereto and made a part hereof.

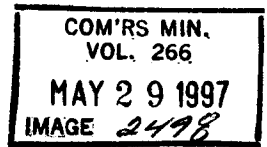


EXHIBIT C

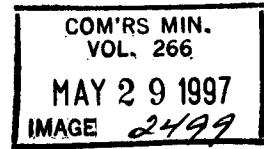
STADIUM AMOUNT

For the Base Stadium:

- direct construction costs
- furniture, fixtures and equipment
- permits and assessments
- construction management fee
- construction contingency
- design contingency
- owner contingency
- escalation
- allocable portion of design fees and other owner direct costs (including project management fees)

\$269,913,934

EXHIBIT D
Legal Description



The parties may attach a legal description at a later date.

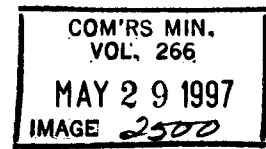


EXHIBIT E

Phase-In of Stadium Parking Facility

<u>Total Minimum Number of Parking Spaces</u>	<u>Substantial Completion On or Before</u>
3,260	August 1, 2000
4,110	August 1, 2002
5,000	August 1, 2004