

**AMENDED AND RESTATED MAINTENANCE AND OPERATIONS AGREEMENT
(BIG LEAGUE DREAMS LAS VEGAS SPORTS PARK)**

THIS AMENDED AND RESTATED MAINTENANCE AND OPERATIONS AGREEMENT (BIG LEAGUE DREAMS LAS VEGAS SPORTS PARK) (hereinafter this "AGREEMENT") is entered into this ____ day of _____, 2025, by and between THE CITY OF LAS VEGAS, a Nevada political subdivision (hereinafter the "City"), and BIG LEAGUE DREAMS LAS VEGAS, LLC, a Nevada limited liability company (hereinafter "Operator"). The City and the Operator may be hereinafter individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City and the Operator entered into that certain agreement known as the Maintenance and Operations Agreement (Big League Dreams Las Vegas Sports Park) on December 29, 2005 and that certain Modification No. 1 to Maintenance and Operations Agreement (Big League Dreams Las Vegas Sports Park) on March 18, 2010 (collectively, the "MOA"). Pursuant to that MOA, the City constructed a sports facility at Gary Reese Freedom Park to be known as the Big League Dreams Sports Park ("Sports Park"), which generally included the following improvements: six fully-lighted, youth baseball/youth and adult softball diamonds constructed with stadium design features inspired by famous professional stadia, with synthetic turf infields and outfields, batting cages, a pavilion area and concession areas;

WHEREAS, the MOA required the Operator to operate and maintain the Sports Park upon the completion of its construction by the City, and the commencement date of operation was February 1, 2010;

WHEREAS, the MOA required the Operator, among other things, to:

- a) pay the City a fixed annual maintenance and operation fees and a Variable Maintenance and Operations Fee for the use of the Sports Park;
- b) program sports and recreational play on the fields and courts at the Sports Park; and
- c) pay for any and all costs associated with the operation of the Sports Park, to include all required maintenance of the Sports Park and compensation of Operator staff to program and run the Sports Park.

WHEREAS, there is necessary maintenance to Sports Park Improvements (as defined herein) as well as a need for consistent payment of the required fees to the City, neither of which has been consistent;

WHEREAS, the City and Operator wish to enter this AGREEMENT to amend and replace the MOA in its entirety that will require immediate payment of fees due and owing the City upon execution of this AGREEMENT, to further define specific spending on Operator Capital Improvements (as defined herein) by the Operator, and to redefine some of the Operator's programming obligations, as well as to provide for an amended long term maintenance and operations agreement with respect to the Sports Park and the Sports Park Improvements.

NOW, THEREFORE, in consideration of the above premises, the Parties agree to the following:

SECTION A – Project Overview

(a) Sports Park Elements. The Sports Park is located on an approximately 30 acre portion of the parcel of real property owned by the City located on Washington Avenue between Mojave Road and Pecos Road and commonly referred to as Gary Reese Freedom Park (the “Property”). The Sports Park includes:

- (1) Not less than six (6), but at the option of the City, a maximum of eight (8) fully lighted, youth baseball/youth and adult softball diamonds to be constructed with stadium design features inspired by famous professional stadia and with synthetic turf infields and outfields;
 - (2) One covered pavilion style structure adaptable for indoor soccer and other group event uses;
 - (3) Two children’s playground and picnic areas;
 - (4) An eight station batting cage combined with an instructional academy area;
 - (5) A maintenance facility;
 - (6) Parking;
 - (7) Walkways and other public ingress/egress and access areas;
 - (8) Restrooms;
 - (9) Two sports-themed, family style food and beverage concession facilities;
- and
- (10) Administrative offices, including a retail pro shop.

(b) Exclusion of Property. The Sports Park shall include the land on which all Sports Park Improvements are constructed but shall not include any area of the Property located outside of the exterior fencing and gates restricting access to the Sports Park Improvements except for the parking lot, driveways and the paved sidewalks and patio areas immediately adjacent to the exterior fencing.

SECTION B – Basic Terms

B-1 Definitions The following terms used in this AGREEMENT shall have the meanings given below unless expressly provided to the contrary:

Affiliate means any of the Principals of Operator identified in Attachment 1 hereto, individually or collectively, or any entity other than Operator or Unrivaled Sports in which such Principals, individually or collectively, or Operator or Unrivaled Sports has any interest whatsoever.

Annual P&L Statement means a profit and loss statement in the form of Exhibit B that sets forth Gross Revenues and Sports Park Expenses for the Operating Year just concluded on an accrual basis.

Capital Improvements means, subsequent to the Effective Date, any new construction, improvement or addition (as opposed to maintenance and repairs to, or the Structural Replacement of, existing Sports Park Improvements) costing more than \$5,000 in any one instance and having a projected useful life of at least three (3) years.

City Activities is defined in Paragraph D-16.

City Manager means the City Manager of the City of Las Vegas.

Effective Date is the date that is entered into the first paragraph of this AGREEMENT upon execution by an authorized representative of the City.

Exclusive Agreement means an Agreement under which the City agrees to obtain all of the City's requirements for a particular service.

Extended Term is defined in Paragraph B-3(b).

First Threshold, Second Threshold, Third Threshold and Fourth Threshold are defined in Paragraph F-2.

FF&E means all furniture, fixtures, and equipment and other personal property used in or held in storage for use in the operation and maintenance of the Sports Park located at or upon the Property, other than operating inventory, as of the Effective Date of this Agreement or thereafter from time to time. The FF&E located at or upon the Property as of the Effective Date of this Agreement is listed on Exhibit A attached hereto.

Force Majeure Event is defined in Paragraph H-4(a).

Full Operating Year means any twelve (12) month calendar year period during the Term commencing on January 1 and continuing through December 31 during which the expiration of the Term (or any Extended Term) does not occur.

Gross Revenues means and includes all revenues received by Operator or any Affiliate relating to or derived from the Sports Park, unless such item of revenue is specifically excepted or excluded under Paragraph E-2 "Gross Revenues". Gross Revenues calculations are reported on the Quarterly and Annual P&L Statements.

Hazardous Materials means any material, substance or matter which is flammable, explosive, corrosive, radioactive or toxic, or which contains asbestos, or is a pesticide, or is a chemical known to cause cancer or reproductive toxicity or which is defined as a hazardous substance, material or waste, or as a toxic substance, material or waste, in any federal, State of Nevada or applicable local law, regulation or order.

Impositions is defined in Paragraph H-2(b).

Indemnitees is defined in Paragraph H-8(a).

Insurance Requirements is defined in Paragraph H-7.

Legal Challenge means any action or other legal proceeding (including, without limitation, any environmental challenge) brought by any third party seeking to block construction of the Sports Park Improvements or to contest the validity of this AGREEMENT, the License Agreement, or the Consulting contract.

Legal Requirements means all laws, statutes, ordinances, orders, rules, regulations, permits, licenses, authorizations, directives, and requirements of all governments and governmental authorities, which now or hereafter may be applicable to Operator, the Sports Park or the operation of the Sports Park. The Parties acknowledge that the Property was developed with assistance provided under the Land and Water Conservation Fund Act (LWCFA). Consequently, Legal Requirements includes the requirements of the LWCFA, the LWCFA grant agreements pertaining to Freedom Park, the provisions of the Land and Water Conservation Fund Federal Financial Assistance Manual (version effective October 1, 2008) (hereinafter, the LWCFA Manual), and civil rights and accessibility legislation, regulations, and policies, including but not limited to Title VI of the 1964 Civil Rights Act, 43 C.F.R. Part 17, 36 C.F.R. § 59.4, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990. Applicable provisions of the LWCFA Manual include, but are not limited to, the provisions of Chapter 8, "Post Completion and Stewardship Responsibilities," including provisions of that Chapter regarding Operation and Maintenance, Availability to Users, and the requirement that the Sports Park be retained and used for public outdoor recreation purposes, and 36 C.F.R. Part 59.3. The parties acknowledge that they have read and are familiar with the above referenced LWCFA grant agreements and the relevant provisions of the LWCFA Manual.

License Agreement means that certain License Agreement (Las Vegas/BLD USA) dated December 29, 2005 by and between the City and Big League Dreams USA, LLC, a California limited liability company.

Maintenance and Operations Fees means fees due and payable to the City as specified in Section F of this AGREEMENT, which include Fixed Maintenance and Operations Fees and Variable Maintenance and Operations Fees as defined in Section F.

Maintenance and Repair Services means all routine and ordinary maintenance and repairs to the Sports Park Improvements required to preserve them in good working repair during their projected useful life which do not constitute Structural Replacements.

Operating Account is defined in Paragraph E-1.

Operating Year means either a Full Operating Year or a Partial Operating Year.

Operator Capital Improvements means those certain improvements identified in Paragraph D-7 hereof.

Operator Capital Improvements Deadline means the date that is twenty-four (24) calendar months after the Effective Date of this Agreement.

Partial Operating Year means any calendar year which is not a Full Operating Year, including any calendar year in which the Effective Date falls on any day other than January 1 or any calendar year in which the Term ends on any day other than December 31.

Property is defined in Section A.

Quarterly P&L Statement means a profit and loss statement in the form of Exhibit B that sets forth Gross Revenues and Sports Park Expenses for the calendar quarter just concluded on a cash basis.

Real Property Taxes is defined in Paragraph H-2(a).

Senior Staff is defined in Paragraph D-10(b).

Sports Park is defined in the first Recital and Section A.

Sports Park Expenses means (unless provided otherwise in this AGREEMENT) all costs and expenses incurred by or imposed on Operator in the operation and maintenance of the Sports Park as further defined in Paragraph D-2(b). This term specifically includes the expense of Operator Capital Improvements.

Sports Park Improvements means the buildings, fields, structures, advertising displays, landscaping, infrastructure, utilities, FF&E and other improvements of facilities constructed or installed or to be constructed or installed on the Property by the City or the Operator, except for Capital Improvements.

Structural Replacement means the replacement, major repair or reconstruction of Sports Park Improvements which are:

- (1) Building roofs, slabs, foundations or walls; heating, ventilation, air conditioning, plumbing, sewer, utility, irrigation and drainage systems; field, parking lot and perimeter lighting; paved areas, including parking lots and circulation walkways; field maintenance, batting cage; safety netting and fencing; and outfield wall and stadium design features, including crowd scene vinyl and graphics; and

(2) Cost less than \$5,000 in any one instance and have a projected useful life of at least three (3) years.

Term is defined in Paragraph B-3(a).

Tournament Play means a series of games scheduled by a third party organizer over a period of time less than two weeks at one or more locations including the Sports Park as to which (i) participating teams pay a per team and/or per player registration fee directly to such third party organizer, not Operator, and (ii) such third party tournament organizer pays a field rental fee to Operator for use of the Sports Park.

Unrivaled Holdings means Sandlot Baseball Holdings, LLC, a Delaware limited liability company.

Unrivaled Sponsorships is defined in Paragraph E-2(c)(3).

Unrivaled Sports means Sandlot Youth Sports Holdings, LLC, a Delaware limited liability company.

User Fees means Sports Park team, player and admission fees charged by Operator to members of the general public for admission to or use of the Sports Park. User Fees do not include food, beverage or merchandise charges of any kind or any contractually agreed payments made by any concessionaire, licensee, tournament, group business or special events organizer, contractor or other third party entity or organization (including Unrivaled Sports) to Operator for field or facility rentals, catering or otherwise.

B-2 Agreement Type

As indicated by Paragraph H-15 below, the Parties acknowledge that this Agreement amends and restates the MOA in its entirety. The Parties acknowledge and agree that this Agreement, and the terms and provisions contained herein, is the only document that defines the obligations and responsibilities of the Parties to each other as of the Effective Date.

This Agreement provides for the payment of maintenance and operations fees by Operator to the City. Expenses and obligations of each Party related to operations and maintenance of the Sports Park are as set forth in this AGREEMENT. This is an Exclusive Agreement for operation and maintenance of the Sports Park.

B-3 Term

(a) Initial Term. The term of this AGREEMENT (hereinafter the "Term") shall commence on the Effective Date of this AGREEMENT and expire on February 28, 2045.

(b) Extension of Term. Any extension of the Term must be mutually agreed to by both parties. Either party may request an extension to the Term (the "Extended Term") by providing written notice of least one hundred twenty (120) days but not more than one-hundred-eighty (180)

days before the expiration of the Term, or any previously extended Term. Whenever the word "Term" is used or referenced in this AGREEMENT, it shall also mean and apply to any "Extended Term".

(c) City's Termination Right. In the event City reasonably believes that Operator has not satisfied its obligation hereunder to complete the construction of the Operator Capital Improvements on or before the Operator Capital Improvements Deadline, then City shall provide written notice to Operator alleging such failure within thirty (30) days after the Operator Capital Improvements Deadline. In the event City delivers such notice and Operator disputes City's notice, then Operator may so notify City and demand a meet and confer conference for settlement of the issues in dispute within thirty (30) days of receipt of City's notice. If Operator does not dispute City's notice within the specified time, then Operator shall have six (6) months from receipt of City's notice to complete the construction of the Operator Capital Improvements. If Operator and City meet and confer to discuss City's notice, then Operator shall have six (6) months from the date of resolution of the issues to complete the construction of the Operator Capital Improvements. If Operator fails to complete the construction of the Operator Capital Improvements within such extended timeframe, then City may elect to terminate this AGREEMENT by delivering notice to Operator and such termination shall become effective thirty (30) days thereafter, provided, however, Operator may vitiate such termination by completing the construction of the Operator Capital Improvements prior to the expiration of such thirty (30)-day period.

SECTION C – City Obligations

C-1 Contract Administration

The City Manager shall administer this AGREEMENT on behalf of the City. The City Manager may designate any member or members of his or her staff to carry out such responsibilities. Except as otherwise expressly provided herein, the City Manager has the authority to approve or consent to those matters requiring the City's approval or consent and to make all other decisions on behalf of the City, excepting those matters requiring approval by the City Council.

C-2 Sports Park in AS-IS Condition upon Effective Date.

(a) AS-IS. The Operator acknowledges that it is the current operator of the Sports Park and is uniquely aware of the current condition the Sports Park and the entire Property, which includes the Sports Park Improvements, any and all constructed structures, and any and all systems that provide support to the structures, such as main utility laterals, plumbing, HVAC, and the major and minor electrical systems providing service to the Sports Park and the Property. While this Agreement defines what Party is responsible for maintenance and replacement of which improvements, structures and systems, the Operator acknowledges and agrees that the Sports Park has been inspected by it prior to the Effective Date of this Agreement, and that each of the Parties understands and accepts the AS-IS condition of the Sports Park, the condition of the FF&E existing at the Sports Park as of the Effective Date, and any other item related to, connected or servicing the Sports Park that will be managed and maintained pursuant to the terms and provisions of this Agreement.

(b) Environmental Approvals. The City represents and warrants to Operator that the City obtained all necessary environmental approvals for the development of the Sports Park.

(c) Hazardous Materials Remediation. Notwithstanding anything to the contrary contained herein, all costs and expenses associated with the remediation of and liability arising from or related to, damages to the Property from the storage, use or disposal of Hazardous Materials on or prior to February 1, 2010 shall be, as between Operator and the City, the responsibility of the City.

(d) Capital Improvements. All costs and expenses of Capital Improvement projects (other than Operator Capital Improvements) approved by the City shall be paid from City funds, as determined solely in the discretion of the City.

SECTION D – Operator Operations and Maintenance Services

D-1 Payment of Fixed Maintenance and Operations Fee and Variable Maintenance and Operations Fee Deficit

The Parties acknowledge and agree that a primary reason behind the execution of this Agreement is predicated upon the Operator paying the existing deficit in the Fixed Maintenance and Operations Fees and Variable Maintenance and Operations Fees in the total amount of Five Hundred Thirty-Six Thousand Five Hundred and Seventy-Eight Dollars (\$536,578.00) (the “Outstanding Fees”). The Outstanding Fees shall be paid to the Department of Finance through a wire transfer within five (5) business days after the Effective Date, provided that City delivers to Operator the applicable wire transfer information promptly after the mutual execution of this AGREEMENT by the Parties. If the Operator does not pay the Outstanding Fees within that period of time, the Parties agree that this Agreement is null and void *ab initio*, with no legal effect whatsoever, and the MOA will govern the relationship between the Parties. The Operator is aware of, and acknowledges that the terms of the MOA is currently in active, uncured breach, and the MOA is subject to immediate termination by the City, due to the Outstanding Fees. The City hereby acknowledges and agrees that, upon the City’s receipt of the Outstanding Fees as provided above, this AGREEMENT shall no longer be in active, uncured breach, subject to immediate termination by the City, due to the Outstanding Fees.

D-2 Operations and Sport Park Expenses

The City shall cooperate with Operator to permit Operator to carry out its duties. Operator shall comply with all applicable Legal Requirements while conducting all activities related to the Sports Park. Without in any way limiting Operator’s responsibility to operate the Sports Park in accordance with the terms of this AGREEMENT, Operator shall perform the following operations and maintenance services. All costs and expenses incurred by Operator in performing these services shall be Sports Park Expenses as specified in Paragraph (b) below.

(a) Operations. Operator shall have the responsibility to:

(1) Determine, establish, and implement the policies, standards, fees and schedules for the operation and maintenance of the Sports Park and all matters affecting customer relations;

(2) Hire, train, and supervise all employees;

(3) Supervise and direct advertising, sales and business promotion; and

(4) Establish accounting and payroll procedures and functions.

(b) Sports Park Expenses. Operator shall pay for the following Sports Park Expenses:

(1) All expenditures incurred by or imposed on Operator in the performance of its obligations under this AGREEMENT;

(2) The Maintenance and Operations Fees set forth in Section F of this AGREEMENT;

(3) The compensation (including benefits) of the Senior Staff and all other Sports Park employees;

(4) All expenses specifically identified as "Sports Park Expenses" in this AGREEMENT;

(5) All costs (e.g., cost of goods or cost of revenues) incurred by or imposed on Operator in generating Gross Revenues.

(6) All funds paid for Structural Replacements;

(7) All costs and expenses incurred by Operator in performing the general responsibilities set forth in Paragraph D-3 "General Responsibilities" and all costs and expenses incurred by Operator in performing the Maintenance and Repair Services as set forth in Paragraph D-5 "Maintenance and Repair Service";

(8) The cost of insurance as specified in Paragraph H-7 "Insurance" including the cost of any insurance premiums, amounts paid on any deductible and any loss, damage, liability or expense that may not be covered by any of the insurance specified therein;

(9) Any amounts paid pursuant to the indemnity provisions in Paragraph H-8 "Indemnity"; and

(10) All other expenses incurred by or imposed on Operator in connection with the Sports Park or this AGREEMENT, which expenses if assumed by Operator would be consistent with the role of a sports park operations and maintenance service provider.

(c) Land and Water Conservation Fund Act.

Operator understands and acknowledges that the entirety of its operation of the Sports Park is subject to the restrictions and limitations of the LWCFA. As such, any plans and proposals for the further construction and development of the Sports Park shall be subject to the review by the City for purposes of assuring compliance to LWCFA provisions, and the City shall have the right to intervene without notice if the public purposes of the LWCFA are not being met. This can include the withholding of building permits or other governmental approvals for construction and development inconsistent with the restrictions and limitations of the LWCFA.

D-3 General Rights and Responsibilities

Operator shall have the following rights and responsibilities:

(a) Sports Programming. Program recreational sports to be offered at the Sports Park, which may include adult and youth softball, baseball, indoor or outdoor soccer or lacrosse, inline hockey, volleyball, basketball, kickball, dodgeball, and flag football, recognizing that demand for some of the sports varies and it may not be commercially reasonable to offer programs for all of the above listed sports in any or all seasons. The foregoing shall not restrict Operator from offering recreational programs in sports not here enumerated, contingent upon approval by the City;

(b) Food and Beverage Restrictions Consummate arrangements with concessionaires, licensees, tournament, group business or special events organizers, contractors or other third party entities or organizations for the operation and maintenance of the Sports Park as needed. Concession contracts and concession leases to private party(s) shall not relinquish any property rights of the City. Operator shall retain control over food and beverage operations and terminate any such concession contract if the food and beverage operation ceases to serve public outdoor recreation use as an allowable public facility or violates the terms and conditions of the original grant(s), the LWCFA Grant Manual and other relevant laws and regulations. Operator may operate the food and beverage operations through its own staff rather than by third party concessionaire agreement and has advised the City that it intends to do so. Food and beverage operations must cater to Sports Park users and must be advertised (when advertised) as an amenity for the Sports Park and not a dining destination. Park users shall be the target of promotion and advertising for the food and beverage operation rather than the public-at-large. Any such food and beverage concession contracts or leases shall contain the following conditions:

- (1) Concession hours of operation shall be within regular park operating hours;
- (2) Must meet public facility criteria (i.e., public outdoor recreation use must continue to be greater than expected for any indoor use) for the size of operation including associated activities (parking, etc.); and
- (3) May serve menu items and other food operation amenities at the discretion of Operator.

(c) Utilities and Maintenance. Enter contracts for the furnishing of utilities and maintenance and other operational services to the Sports Park;

(d) Expenses. Incur such expenses as shall reasonably be determined to be necessary for the proper operation of the Sports Park, including, without limitation, rental expenses for leased FF&E as necessary;

(e) Operating Inventory. Maintain a level of operating inventory deemed appropriate by Operator for supplying the needs of the Sports Park and its customers. Operating inventory includes consumable items used or held in storage for use in the operation of the Sports Park, including lineup cards, retail pro shop merchandise, food and beverage inventory, kitchen supplies, paper and plastic ware, bathroom supplies, paper towels, fuel, cleaning materials, fertilizers, pesticides, seed, maintenance parts and supplies, office supplies and other similar items;

(f) Licenses and Permits. Apply for, and obtain and maintain, all licenses and permits required of Operator in connection with the operation of the Sports Park, including all required beer and wine on-site beverage license(s) and special use permit(s) to allow for full liquor sale at special events. The City shall expeditiously process any and all applications for such licenses and permits and otherwise cooperate, in all reasonable respects, with Operator in the application(s) for, and the obtaining and maintenance of, such licenses and permits;

(g) Insurance Requirements. Use commercially reasonable efforts to do, or cause to be done, all such acts in and about the Sports Park as shall be reasonably necessary to comply with Insurance Requirements as set forth in Paragraph H-7 "Insurance" and Legal Requirements;

(h) Marketing Plan. Implement a continuous marketing, advertising and promotional plan for the Sports Park. If practical, signs, literature and advertising intended to promote and market the Sports Park must identify it as owned by the City of Las Vegas and operated by Operator as a public outdoor recreation facility. Permanent signs shall be posted at the Sports Park in accordance with Land and Water Conservation Fund Act Manual Chapter 7(c)(1), including but not limited to, the requirement that there be permanent public acknowledgement of Land and Water Conservation Fund Act assistance. Operator acknowledges that commercial advertising in the form of a standalone structure such as a billboard that creates a footprint in the Sports Park or commercial signage permanently affixed to a natural feature within the property area is prohibited;

(i) FF&E. Purchase FF&E as necessary to replace worn out, damaged, destroyed, lost or stolen FF&E originally procured and installed by the City and existing at the Sports Park as of the Effective Date. (The City shall continue to hold title to such FF&E);

(j) Activation Charges. If required, pay activation charges for utilities and services for the Sports Park; and

(k) Maintenance and Repair Services. Perform Maintenance and Repair Services as specified in Paragraph D-5.

D-4 Specific Operating Procedures

Operator shall have the right, and Operator hereby agrees, to operate the Sports Park in accordance with the following operating procedures:

(a) Sports Park Operating Hours. Operator shall operate the Sports Park on a 360-day a year basis subject to closure due to inclement weather, casualty, condemnation, Force Majeure Events (Paragraph H-4(a)) or other causes beyond the reasonable control of Operator. Hours of operation that exceed normal operating hours, i.e., “all night” events (i.e., an all night high school graduation night party or police or fire all night tournaments) or games which begin after 10:45 p.m. shall be subject to the review and approval of the City Manager. Normal operating hours are such that no games are scheduled after 10:30 p.m. on any night of the week or prior to daylight on any day.

(b) Fees and Charges. All fees, charges and prices for services at the Sports Park shall be reasonably established by Operator;

(c) Unscheduled Sports Park Use. Prior to 4:00 p.m. on those weekdays that there is no scheduled use or maintenance of the Sports Park, Operator shall make available to the public and local groups the facilities not scheduled for use or maintenance free of charge for non-scheduled practice or “pick-up” games; and

(d) Youth Games and Alcohol. No alcoholic beverages will be sold anywhere within the Sports Park during any youth league game (and for at least thirty minutes before or thereafter) unless Operator secures written authorization to sell alcoholic beverages from the respective youth league organization and such sales shall be in full compliance with the licenses and/or permits issued for alcoholic beverages.

D-5 Maintenance and Repair Service

(a) Condition. Operator shall furnish Maintenance and Repair Services to the Sports Park Improvements to keep them in first class condition and in good repair (damage by casualty or condemnation excepted) throughout their useful life and in accordance with all applicable Legal Requirements and the Insurance Requirements set forth in Paragraph H-7 “Insurance”.

(b) Exclusion for Non-Sports Park Property. Operator shall have no obligation to provide Maintenance and Repair Services to portions of the Property which are not part of the Sports Park.

D-6 Structural Replacements

Operator shall forecast and cause to be performed all Structural Replacements to the Sports Park Improvements in accordance with Nevada Revised Statutes (NRS) 338 “Public Works General Provisions.” For avoidance of doubt, the foregoing requirement shall in no event apply to any of the Operator Capital Improvements. Once a Structural Replacement project is completed, it shall be considered a Sports Park Improvement for purposes of Maintenance and Repair Services.

D-7 Operator Capital Improvements.

The Parties acknowledge and agree that another primary reason behind the execution of this AGREEMENT is predicated upon the following requirement: the Operator must invest a sum of money in a minimum amount of Two Million Dollars (\$2,000,000.00) prior to the Operator Capital Improvements Deadline to install the Operator Capital Improvements.

The Operator shall prioritize the installation of new turf for each of the six (6) existing softball fields, the repair of field netting, provide concessionaire and restaurant upgrades along with general beautification efforts. The Operator agrees to keep the City reasonably updated on the general schedule of completing the Operator Capital Improvements. Upon completion of the Operator Capital Improvements, and prior to the Operator Capital Improvements Deadline, Operator shall provide reasonably sufficient evidence of the Operator's required expenditures described above to the Director of Parks, Recreation and Cultural Affairs.

D-8 Capital Improvements

Operator may, on an annual basis (or more frequently if circumstances require), recommend that specified Capital Improvements be undertaken and estimate the cost of doing so. All Capital Improvements shall require the City's prior authorization. The costs and expenses of Capital Improvements shall not be considered Sports Park Expenses. However, once a Capital Improvement is completed, it shall be considered a Sports Park Improvement for purposes of Maintenance and Repair Services.

D-9 Changes to Sports Park.

The Operator is permitted to request changes to the layout of the Sports Park by submitting such request to the City Manager and the Director of Parks, Recreation and Cultural Affairs in a format to be reasonably approved by the City Manager. As the Sports Park is a hard asset of the City, the request shall go through the review process as required by City codes and ordinance.

Any change that affects the overall structural integrity of the Sports Park will not be considered by the City. However, the City agrees that, provided Operator complies with City codes and ordinances with respect to construction, Operator may elect, without having to receive prior consent from the City, to change the arrangement of the indoor pavilion, replace certain existing infrastructure, including, without limitation, batting cages, perform the Operator Capital Improvements, and make other changes that will improve the function, use or economic viability of the Sports Park.

D-10 Personnel

(a) Employees. Except for employees of suppliers or contractors, all employees working at the Sports Park shall be full or part time employees of Operator, Unrivaled Sports or an Affiliate. The number of employees working at the Sports Park, and the compensation (salaries or wages, benefits and commissions) paid to them, shall be reasonably established by the Operator.

(b) Senior Staff. "Senior Staff" are the general manager, assistant general manager, sports director, assistant sports director, food and beverage director, assistant food and beverage director, maintenance director and assistant maintenance director. Operator shall recruit, hire, train, discharge, promote and supervise the Senior Staff of the Sports Park, and supervise through the Senior Staff the recruiting, hiring, training, discharge, promotion and work of all other full or part-time employees. Operator shall endeavor to recruit and hire residents of Las Vegas in preference to non-residents provided they are comparably qualified and experienced for the positions to be filled.

D-11 Contracts and Agreements

All equipment leases and financing agreements, and all contracts and agreements relating to the operation and maintenance of the Sports Park (including without limitation contracts for maintenance and repair services, pest control, supplies and landscaping services, and agreements for tournaments, banquets and other group functions), entered during the Term shall be entered by Operator as the contracting party. Operator shall not enter any contract or agreement relating to the operation or maintenance of the Sports Park which extends beyond the Term of this AGREEMENT or which is not terminable on thirty (30) days notice in the event of termination of this AGREEMENT. Upon termination (for whatever reason) of this AGREEMENT, the City agrees to assume or terminate all contracts and agreements related to operation and maintenance services of the Sports Park entered in accordance with this Paragraph D-11 at its discretion. Further, in the event of termination (for whatever reason), Operator shall remain obligated under the terms of any financing agreement.

D-12 Compliance with Environmental Laws

(a) Hazardous Materials. Operator shall comply with all federal, state and local laws and regulations pertaining to the storage, use and disposal of Hazardous Materials.

(b) Remediation. All expenditures of Operator and costs and expenses incurred by Operator in performing the foregoing services or in remediating damage to the Property caused by the negligence or willful misconduct of Operator in storing, using or disposing of such Hazardous Materials shall be considered Sports Park Expenses and shall be paid or borne solely by Operator.

D-13 Permitted Operations

Operator shall be entitled to use and occupy the Sports Park to perform Maintenance and Repair Services and to operate the Sports Park as provided herein without further consent or approval of the City except as otherwise expressly stated in this AGREEMENT. The City represents and covenants to Operator that no City ordinance or statute requires or shall require Operator to make any wage payments to its employees, in the form of a "living wage" or otherwise, beyond the requirements of state and federal law. Without limiting the foregoing, Operator shall have the responsibility to do the following without the City's consent or prior authorization (such consent and prior authorization being deemed to have been given by this Paragraph D-13):

- (a) Token Policy and Admission Fees. Establish a token redemption policy and charge token and admission fees to users of the Sports Park;
- (b) Beer and Wine Sales. Engage in the sale of beer and wine at the Sports Park (subject to obtaining and maintaining the licenses or permits from the City which any restaurateur serving alcoholic beverages is required to obtain and maintain compliance with Legal Requirements);
- (c) Outside Food and Beverage Restrictions. Not allow customers of the Sports Park to bring outside food or beverage (except water) into the Sports Park.
- (d) Operating Hours. Establish operating hours and hours during which the fields and courts may be lighted for evening play, subject to the review and approval of the City Manager as to "all night" events (such as high school graduation parties or police or fire all night tournaments) or games which begin after 10:45 p.m. as required by Paragraph D-4(a); and
- (e) Fees, Prices and Third Party Contracts. Reasonably establish all User Fees charged to members of the general public for the use of the Sports Park, for which Operator shall use commercially reasonable efforts to ensure that User Fees are competitive with fees charged at similar privately operated facilities and make such User Fees available for review by the City Manager of Las Vegas.

D-14 Adult Softball Tournament Overflow

Overflow Games. Wherever reasonably practicable, Operator shall use commercially reasonable efforts to encourage third-party Tournament Play organizers to contract (on terms comparable to those the City charges to rent fields) with the City to play Tournament Play games which cannot be accommodated at the Sports Park on City playing fields rather than on County or neighboring jurisdiction playing fields. Notwithstanding anything to the contrary contained in this AGREEMENT, in the event City reasonably believes that Operator has not satisfied its obligations as and when required in accordance with this Paragraph D-14, then City shall provide written notice to Operator alleging such failure and the Parties shall promptly meet and confer to discuss the alleged failure of Operator to so comply, and Operator shall have one hundred fifty (150) days after the occurrence of the meet and confer and resolution of the dispute to satisfy such outstanding requirement. If Operator fails to so satisfy such requirement within said one hundred fifty (150)-day period, then City may exercise its rights and remedies under Paragraph H-5(a)(3) (subject to the notice and cure period set forth in Paragraph H-5(a)(1)); provided, however, in no event shall the failure of third-party Tournament Play organizers to contract with the City to play Tournament Play games which cannot be accommodated at the Sports Park on City playing fields constitute a default by Operator hereunder.

D-15 Community Baseball Program Implementation Plan

The Parties acknowledge and agree that another primary reason behind the execution of this AGREEMENT is predicated upon the Parties' desire to more directly include the surrounding community into the programming of the Sports Park.

Operator agrees to use commercially reasonable efforts to implement and operate a Community Baseball Program based upon the objectives attached hereto as Exhibit C. By April 30, 2025, the Operator will use commercially reasonable efforts to develop and present the detail necessary for consideration and reasonable approval of such plans by the Director of Parks, Recreation and Cultural Affairs.

Operator will use commercially reasonable efforts to have an implementation plan reviewed and reasonably approved by the Director of Parks, Recreation and Cultural Affairs by April 30th of each year, and the Operator will use commercially reasonable efforts to have such plan be implemented and operational by June 30th of that same year, provided the Director of Parks, Recreation and Cultural Affairs approves such plan by April 30th of such year.

Operator shall be afforded extended periods of compliance with the foregoing requirements in the event that Operator cannot reasonably comply with the foregoing requirements due to Force Majeure Events or other events or circumstances outside of Operator's reasonable control. Notwithstanding anything to the contrary contained in this AGREEMENT, in the event City reasonably believes that Operator has not satisfied its obligations as and when required in accordance with this Paragraph D-15, then City shall provide written notice to Operator alleging such failure and the Parties shall promptly meet and confer to discuss the alleged failure of Operator to so comply, and Operator shall have one hundred fifty (150) days after the occurrence of the meet and confer and resolution of the dispute to satisfy such outstanding requirement. If Operator fails to so satisfy such requirement within said one hundred fifty (150)-day period, then City may exercise its rights and remedies under Paragraph H-5(a)(3) (subject to the notice and cure period set forth in Paragraph H-5(a)(1)).

D-16 City Activities

(a) Scheduling. The City shall have the right to use the Sports Park for City sponsored activities for the benefit of citizens of the community or non-profit community organizations ("City Activities"). No more than one City Activity may be held during any calendar month and no more than four City Activities may be held during any Operating Year. City Activities shall be scheduled at mutually agreeable times that do not restrict Operator from scheduling revenue producing league or tournament games or group business events. The City shall endeavor to propose dates for City Activities to Operator at least three months in advance. In the event the City proposes dates at least thirty (30) days in advance as to which no conflicting events are scheduled, Operator shall nonetheless endeavor to accommodate the request of the City.

(b) Terms of Use. The Sports Park shall be made available to the City free of any facility rental or admission charge for City Activities. The City shall reimburse Operator (at the then current hourly salary or wage) for the cost of all personnel (other than Senior Staff and food and beverage personnel) employed to service City Activities and other third party out of pocket expenses Operator incurs which are attributable to the City Activities, including all costs and expenses to repair damage to the Sports Park which may have occurred during the City Activity. The City may, however, elect to use its own employees or volunteers to staff City Activities events rather than employees of Operator, provided that only employees of Operator may engage in food

handling activities requiring a license or permit, at no cost to the City. Participants wishing to purchase or consume food or beverages during or in connection with City Activities shall do so only at the concession facilities operated by Operator, which shall not charge more than its regular food and beverage prices then in effect.

(c) Food Sale or Giveaway Exception. On a not to exceed once in six (6) months basis, however, the City may sponsor a City Activity which includes the sale or giveaway of food (but not beverages) as part of the City Activity or which permits participants to bring in their own food. (If such once in six months City Activity is an event primarily for City council members or employees, such as a staff picnic, attendees may bring their own beverages.)

(d) Restrictions on For Profit Use. No for profit company or organization shall be entitled to use the Sports Park as part of a City Activity for the benefit of its own employees or customers.

(e) Insurance. The City or City designated promoter of each City Activity shall, at the City's or such promoter's expense, furnish Operator with a certificate of insurance naming Operator as an additional insured for claims or damages arising from the City Activity in an amount and on terms comparable to the insurance promoters must furnish Operator to organize sport tournaments at the Sports Park.

SECTION E – Operating Account, Revenues and Expenses

E-1 Operating Account

(a) Operating Account. Within thirty (30) calendar days of the Effective Date of this Agreement, Operator shall establish an account with a financial institution of its choice (hereinafter the "Operating Account") to be used in the operation of the Sports Park. All Gross Revenues from the operations of the Sports Park shall be paid into the Operating Account and all Sports Park Expenses (including the Maintenance and Operations Fees as set forth in Section F) shall be paid from the Operating Account. Operator shall own the Operating Account, shall have check writing authority with respect to it and shall be entitled to all interest accruing on it. Funds in the Operating Account in excess of those necessary to pay for Sports Park Expenses, to pay Maintenance and Operations Fees and to provide adequate cash reserves may be withdrawn by Operator.

(b) Operating Budget. During the Term, Operator shall provide the City an annual operating budget for each Full Operating Year by January 31st of each such year which shall forecast all Maintenance and Operations Fees the City is projected to receive with respect to such year.

E-2 Gross Revenues

Gross Revenues and Sports Park Expenses shall be and reported in accordance with generally accepted accounting principles (except as otherwise expressly authorized or provided herein) and as further specified herein:

(a) Gross Revenues. Subject to the obligation of Operator to pay Maintenance and Operations Fees to the City and Sports Park Expenses, Operator may receive and retain for its own benefit all Gross Revenues. Without limiting the foregoing, Gross Revenues shall include the gross receipts, less taxes and other adjustments set forth below, received by Operator or any Affiliate at the Sports Park from or with respect to:

- (1) Diamond Sports
 - (i) Leagues
 - (ii) Tournaments
- (2) Court Sports
- (3) Field & Sand Sports
- (4) Batting Cages
- (5) Food & Beverages
 - (i) Restaurant/Concessions
 - (ii) Group Business/Special Events
- (6) Group Business/Special Events
- (7) Gate Admissions
- (8) Sponsorship/Advertising
- (9) Merchandising
- (10) Arcade
- (11) Camps/Clinics
- (12) Hotel Commissions
- (13) Other Revenue

(i) Commissions, fees or profit shares received by Operator (or any Affiliate) from revenues generated from sales by concessionaires at the Sports Park where the gross revenues from such sales are not received by or payable to Operator or any Affiliate, including, for example, ATM commissions, etc.;

(ii) All finance charges to customers, in case of sales on credit, whether or not payment is actually made, at, in, on or from the Sports Park;

(iii) Revenues from the sale of gift certificates, when such revenues are received;

(iv) All charges for services, alterations or repairs made at, in, on or from the Sports Park;

(v) The proceeds of business interruption insurance, if applicable, received by Operator with respect to the Sports Park;

(vi) Value received by Operator in cash or in-kind for compensated goods and services.

(b) Items Not Included in Gross Revenues. The following shall not be included in Gross Revenues (or shall be deducted from Gross Revenue, as the case may be):

(1) The amount of all sales tax receipts required to be accounted for by Operator and paid to any government or governmental agency, but not the amount of any excise tax (except a consumer excise tax) or other governmental obligation in the nature of a tax on the privilege of doing business;

(2) The amount of any sales initially included in Gross Revenues that are subsequently refunded or returned for credit;

(3) The amount of any revenues received by any license, contractor or concessionaire (unless such licensee, contractor or concessionaire is an Affiliate) operating in or from the Sports Park which are not paid or required to be paid to Operator, provided that such revenues are not derived from the sale of food or beverages;

(4) The amount of any revenues received by non-Affiliate special, corporate or group business events or tournament promoters, impresarios, outside catering companies or similar third party independent contractor (including revenues derived from the sale of food or beverages) involved in the promotion or conduct of special, corporate or group business events or tournaments, which revenues are not paid or required to be paid to Operator;

(5) The amount of sponsorship or advertising revenues generated from the Sports Park which are received by Operator from sponsors or advertisers but are paid to advertising agencies or brokers as commissions;

(6) Gratuities paid or given by customers to employees of Operator or food and beverage service charges billed to group business clients;

(7) Proceeds of insurance other than business interruption insurance applicable to the Sports Park, if any;

(8) Loan proceeds, if any;

(9) Credits or refunds received from vendors or other third parties as a result of damage claims made by Operator with respect to defective goods or services previously purchased;

(10) Checks or other instruments returned for insufficient funds; and

(11) Late charges or interest assessed and received on delinquent accounts receivables.

(c) Unrivaled Sports Allocations. Unrivaled Sports owns and organizes tournaments that may be played and camps/clinics that may be held at the Sports Park or one (1) or more other sports parks owned or maintained, directly or indirectly, by Unrivaled Holdings, and may contract with hotels to receive commissions on room nights reserved by participants in tournaments held at

the Sports Park or such other sports park(s) owned or maintained, directly or indirectly, by Unrivaled Holdings. Unrivaled Sports may also sell sponsorships to entities interested in having a commercial identification with the Sports Park or such other sports park(s) owned or maintained, directly or indirectly, by Unrivaled Holdings. Except as otherwise provided in the remainder of this Paragraph E-2(c), revenues derived by Unrivaled Sports from the foregoing activities shall not be considered Gross Revenues. The following amounts paid to Operator by Unrivaled Sports in connection with the foregoing activities shall be included in Gross Revenues for so long as Unrivaled Sports is an Affiliate of Operator:

- (1) Unrivaled Sports shall pay to Operator a field rental charge of:
 - (i) not less than the greater of (A) \$500 per day for each day an Unrivaled Sports tournament is held at the Sports Park or (B) \$35 per tournament game played at the Sports Park; and
 - (ii) not less than \$100 per day for each full day or \$50 for each half day an Unrivaled Sports camp/clinic is held at the Sports Park.
- (2) Unrivaled Sports shall pay to Operator fifty percent (50%) of all hotel commissions received by Unrivaled Sports for room nights reserved by participants in tournaments held at the Sports Park.
- (3) "Unrivaled Sponsorships" means any agreement entered into by Unrivaled Sports or Unrivaled Holdings with any entity by which such entity is given the right to identify commercially with the Sports Park as a sponsor, preferred company or other designation of similar import and where such commercial identification rights extend to more than one sports park owned or maintained, directly or indirectly, by Unrivaled Holdings (including the Sports Park). In such event, Unrivaled Sports or Unrivaled Holdings, as applicable, shall pay to Operator a portion (the "Apportioned Share") of the cash revenues and the retail value of goods and services received in lieu of cash received by Unrivaled Sports or Unrivaled Holdings from Unrivaled Sponsorships. The Apportioned Share shall be calculated based upon an allocation among the Sports Park and other sports park(s) owned or maintained, directly or indirectly, by Unrivaled Sports and Unrivaled Holdings pursuant to internal practices and guidelines established and maintained by Unrivaled Sports and Unrivaled Holdings. As to any advertising or sponsorship sales applicable to the Sports Park made by Unrivaled Sports, Unrivaled Holdings or Operator which do not constitute Unrivaled Sponsorships, Unrivaled Sports shall pay to Operator eighty percent (80%) of the cash revenues and the retail value of goods and services received in lieu of cash from such non-Unrivaled Sponsorship and may retain the balance.

SECTION F – Maintenance and Operations Fees

Operator shall pay Maintenance and Operations Fees to the City as provided in this section.

F-1 Fixed Maintenance and Operations Fee

Operator shall pay to the City a fixed maintenance and operations fee (hereinafter the “Fixed Maintenance and Operations Fee”) on July 1 of each Full Operating Year in the amount of One Hundred Ninety-Five Thousand One Hundred Fifty-Four Dollars (\$195,154.00).

F-2 Variable Maintenance and Operations Fee

Subject to Paragraph F-3 below, Operator shall also pay a variable maintenance and operations fee (hereinafter the “Variable Maintenance and Operations Fee”) to the City as provided in this Paragraph F-2 during the Term or any Extended Term.

(a) Operator shall pay to the City, on or before March 1 of each Operating Year, an amount equal to three percent (3%) of Gross Revenues for that Operating Year which are not in excess of the First Threshold as the Variable Maintenance and Operations Fee.

(b) Additional Fees if First Threshold Reached. Additionally, if Gross Revenues for any Operating Year exceed the First Threshold, Operator shall pay to the City, on or before March 1 of the following Operating Year, an additional amount equal to four percent (4%) of Gross Revenues for that Operating Year in excess of the First Threshold but less than or equal to \$6,000,000 (indexed as provided in the table in Paragraph F-2(e) below, hereinafter the “Second Threshold”) as an additional component of the Variable Maintenance and Operations Fee.

(c) Additional Fees if Second Threshold Reached. Additionally, if Gross Revenues for any Operating Year exceed the Second Threshold, Operator shall pay to the City, on or before March 1 of the following Operating Year, an additional amount equal to five percent (5%) of Gross Revenues for that Operating Year in excess of the Second Threshold but less than or equal to \$7,250,000 (indexed as provided in the table in Paragraph F-2(e) below, hereinafter the “Third Threshold”) as an additional component of the Variable Maintenance and Operations Fee.

(d) Additional Fees if Third Threshold Reached. Finally, if Gross Revenues for any Operating Year exceed the Third Threshold, Operator shall pay to the City, on or before March 1 of the following Operating Year, an additional amount equal to seven percent (7%) of Gross Revenues for that Operating Year in excess of the Third Threshold as an additional component of the Variable Maintenance and Operations Fee.

(e) Threshold Index. The First, Second and Third Threshold amounts applicable to the Variable Maintenance and Operations Fee (initially \$4,000,000, \$6,000,000 and \$7,250,000) shall be increased every five Full Operating Years by an index factor of 1.05 commencing with the tenth Full Operating Year as shown in the following table:

Operating Year	First Threshold	Second Threshold	Third Threshold
2024 through 2028 Full Operating Years	\$4,410,000	\$6,615,000	\$7,993,125
2029 through 2033 Full Operating Years	\$4,630,500	\$6,945,750	\$8,392,781

2034 through 2038 Full Operating Years	\$4,862,025	\$7,293,038	\$8,812,420
2039 through 2043 Full Operating Years	\$5,105,126	\$7,657,689	\$9,253,041
2044 through the last Full Operating Year of the Term or any Extended Term(s)	\$5,360,383	\$8,040,574	\$9,715,693

(f) Example Calculations. Examples of calculations of the Fixed and Variable and Maintenance and Operations Fees are set forth in Exhibit D.

F-3 Force Majeure Event Payment Relief

(a) Payment Relief in the Event of Force Majeure. In the event, during any Full Operating Year during which Operator would otherwise be required to make a Fixed Maintenance and Operations Fee payment to the City, (1) Force Majeure Event (Paragraph H-4(a)) occurs and (2) Gross Revenues earned by Operator through the end of the fourth quarter of such Full Operating Year (i.e., as of December 31) are less than \$1,500,000 (indexed in the same fashion as Gross Revenues are in Paragraph F-2(e)), then Operator shall not be required to make a Fixed Maintenance and Operations Fee payment on July 1 of the following Full Operating Year.

(b) Successive Payments. Operator shall not at any time be required to restore, “catch up” or otherwise subsequently make any Fixed Maintenance and Operations Fee payment from which it is granted payment relief as provided in the above paragraph. However, payments of the Fixed Maintenance and Operations Fee shall resume on July 1 of the Full Operating Year following the year such payment relief was granted. As an example, if during the eighth (8th) Full Operating Year, an earthquake occurs and during such eighth (8th) Full Operating Year Operator earns only \$1,200,000 in Gross Revenues as a result, the Fixed Maintenance and Operations Fee payment due on July 1 of the eighth Full Operating Year would be payable from Operator to the City, but Operator would not be required to make such a payment on July 1 of the ninth Full Operating Year. Assuming no Force Majeure Events took place during the ninth Full Operating Year, or even if they did that Operator earned more than \$1,500,000 in Gross Revenues during such ninth Full Operating Year, Operator would be required to resume making payments of the Fixed Maintenance and Operations Fee as of July 1 of the tenth Full Operating Year.

F-4 Annual Profit and Loss Statements

The Variable Maintenance and Operations Fee payments applicable as specified in Paragraph F-2 shall be calculated on an accrual basis and shall be accompanied by an Annual P&L Statement showing the calculation of applicable Gross Revenues in accordance with Paragraph G-2 below.

SECTION G – Records, Reports, Audits and Inspections

G-1 Sales Recording and Records

Operator shall record at the time of sale, in the presence of the customer, receipts from sales or other transactions, whether cash or credit, in a cash register or registers, or a point of sale terminal or terminals, having a tape that accumulates and consecutively numbers all transactions. A receipt from any transaction showing the correct amount of purchase shall be offered to the customer at the time of any transaction, including any cash sale. Transactions not ordinarily recorded in a cash register or point of sale terminal shall be noted on and kept in a ledger format. Operator shall keep:

(a) Books of Account. Full and accurate books of account and records including, without limitation, a sales journal, general ledger and all bank account statements showing deposits of Gross Revenues;

(b) Terminal Receipts. All cash register or point of sale terminal receipts with regard to the Gross Revenues, credits, refunds and other pertinent transactions made from or on the Sports Park; and

(c) Gross Revenues Exclusions or Deductions. Detailed original records of any exclusions or deductions from Gross Revenues.

G-2 Quarterly and Annual P&L Statements

(a) Quarterly P&L Statement. Within forty-five (45) days after the end of each calendar quarter during the Term, Operator shall furnish the City with a Quarterly P&L Statement certified as correct by an authorized officer of Operator on a cash basis. No Quarterly P&L Statement shall be required for the fourth calendar quarter of any Operating Year.

(b) Annual P&L Statement. Within one hundred twenty (120) days following the end of each Operating Year, Operator shall furnish the City with an Annual P&L Statement certified as correct by an authorized officer of Operator on an accrual basis.

(c) Form and Content. Each Quarterly P&L Statement and Annual P&L Statement shall be in the form of the financial statement attached as Exhibit B. The parties may change the form of the P&L Statements from time to time by mutual agreement.

G-3 Audit and Examination Rights

(a) Audit Procedures. The City shall be entitled to question the sufficiency or accuracy of any Annual P&L Statement for a period of two calendar years after delivery by Operator of such Annual P&L Statement to the City. During such two (2) calendar year period, the City may cause an audit of Operator's books and records by an independent accountant of the City's own selection. If any Annual P&L Statement for any such Operating Year delivered by Operator to the City reports Gross Revenues that are found to be less than the amount of Operator's actual Gross

Revenues, Operator shall immediately pay to the City earned but unpaid payments of Maintenance and Operations Fees due to the City. If the audit reveals an understatement of Gross Revenues for such Operating Year by more than five percent (5%), Operator shall immediately pay to the City the cost of the audit. Otherwise, the cost of the audit shall be paid by the City. If Operator fails to provide to the City any Quarterly P&L Statement or Annual P&L Statement in the manner specified in this AGREEMENT, the City shall have the right, in addition to any other rights or remedies it may have under this AGREEMENT, to conduct an audit to enable the City independently to determine the Gross Revenues for the Sports Park. Operator shall reimburse the City for the cost of such audit on written demand by the City.

(b) Examination of Books. Recognizing that the City may require access to the books and records of Operator for reasons other than to question the sufficiency or accuracy of any Annual P&L Statement (which the City may do for a period of two years from delivery of the Annual P&L Statement), Operator shall, for a period of five years following the delivery of each Annual P&L Statement, including the five year period following the end of the Term, keep and maintain, safe and intact, all of the records, books and accounts required under this Section G, and shall from time to time, upon request, make these records available to the City, the City's auditor, representative or agent for examination at any reasonable time on five days advance written notice. The City shall also have the right to make abstracts from the records, to make copies of any or all of the records and to examine and make copies of any or all contracts, leases, licenses and concession agreements. In addition, on request of the City or the City's representatives, Operator shall furnish copies of Operator's state and local sales and use tax returns.

(c) Unrivaled Sports Records. Recognizing that the Gross Revenues are impacted by the activities undertaken by Unrivaled Sports, the City shall be entitled to limited examination of the books and records of Unrivaled Sports to substantiate the Unrivaled Sponsorship allocations specified in Paragraph E-2(c) "Unrivaled Sports Allocations" no more than once every one (1) year calendar period.

G-4 City Inspections

Federal, State and City inspectors shall have the right to make spot check inspections without notice and at any time other than when the Sports Park is closed and perimeter security is activated. Routine inspections conducted by the City relevant to Sports Park conditions, operations, or AGREEMENT compliance shall be performed during normal operating hours. Such inspections shall be undertaken so as not to unreasonably interfere with Operator's operations.

SECTION H – Special Conditions

H-1 Notices

(a) Address for Written Notices. All notices and other communications required or permitted to be given pursuant to the terms and conditions of this AGREEMENT shall be in writing, unless an emergency situation dictates otherwise. Any notice or other communication required or permitted to be given under the terms of this AGREEMENT shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal

service, (ii) transmitted by email with confirmation of transmission, (iii) on the third (3rd) business day after mailing by U.S. mail via certified mail-return receipt requested, or (iv) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS) to the following addresses:

If to the City: City of Las Vegas
Director of Parks, Recreation and Cultural Affairs
495 South Main Street
Las Vegas, Nevada 89101
Email: mplaster@lasvegasnevada.gov

If to Operator: c/o Unrivaled Sports
880 Long Drive
Aberdeen, Maryland 21001
Attn: Scott Cotter
Email: scotter@unrivaledsports.com

(b) Changes. The parties shall provide written notification of any change in the information stated above.

H-2 Real Property Taxes and Impositions

(a) Real Property Taxes. "Real Property Taxes" shall include all real property and possessory interest taxes, charges or assessments which are levied, assessed or imposed by any governmental authority or political subdivision thereof with respect to the Property, the Sports Park or the Sports Park Improvements, or the use, occupancy or operation of the Sports Park or the Sports Park Improvements by the City, Operator or any Affiliate or any other person or entity, and any taxes, charges or assessments levied, assessed or imposed in addition to or in lieu of such real property or possessory interest taxes, charges or assessments.

To the extent any Real Property Taxes are assessed, regardless of whether the tax bill is presented to Operator or to the City or whether the tax is assessed against the Property, the Sports Park, the Sports Park Improvements, Operator (or any claimed possessory interest of Operator) or the City, the City shall pay when due directly to the appropriate taxing authorities all Real Property Taxes. Such payments shall not be treated as a Sports Park Expense nor shall such payments be reimbursable by Operator to the City. The City shall have the right to contest the assessment amounts of any such Real Property Taxes and shall be entitled to any refunds resulting. Operator shall cooperate with the City in any negotiation or contest the City may have with the taxing authority.

(b) Impositions. "Impositions" is defined as all taxes, assessments, levies or other charges, other than Real Property Taxes, which at any time may be imposed, assessed, levied or charged to or on Operator, the Sports Park or the operation of the Sports Park, provided such taxes, assessments, levies or other charges are imposed, assessed, levied or charged generally by the City or other governmental agency and not just to Operator or the Sports Park. Operator shall account for and pay, as a Sports Park Expense, all Impositions.

H-3 Disputes

(a) Manner of Dispute Resolution. For each claim or dispute arising between the parties under this AGREEMENT, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by Operator, Operator shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify Operator as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify Operator in the notice of intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) Arbitration. In the event that arbitration is originated by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) Venue. The laws of the State of Nevada shall govern this AGREEMENT and the venue for purposes of such litigation or arbitration shall be in County of Clark, Nevada.

(d) Attorneys' Fees. In the event of a dispute involving the non-performance by a party of its obligations under this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and under all other expenses (including fees and costs related to discovery) reasonably incurred in connection with such dispute, whether or not litigation is commenced, in addition to all other relief to which the party is entitled. If the successful party recovers judgment in any legal action or proceeding, the attorneys' fees and all other expenses of litigation shall be included in and made a part of any such judgment.

H-4 Force Majeure Event

(a) Force Majeure. "Force Majeure Event" means declared or undeclared war, sabotage, revolutions, riot or acts of terrorism or civil disobedience; acts or omissions of governmental agencies; fires or explosions; floods, earthquakes or other acts of God; pandemics and epidemics; strikes or labor disputes; or any other comparable event not caused by the gross negligence or intentional wrongful conduct of Operator or the City.

(b) Consequences of Force Majeure. Both Parties shall be excused from performance hereunder to the extent such party is unable to perform its obligations due to a Force Majeure Event during the pendency of the Force Majeure Event and for as long thereafter as conditions created by it continue to prevent either party from performing its obligations under this AGREEMENT. If, as a result of the occurrence of a Force Majeure Event, the responsibilities of

Operator under this AGREEMENT are substantially changed or the revenue potential of the Sports Park is substantially impaired, then the Parties shall meet and discuss in good faith appropriate modifications to this AGREEMENT. If such good faith discussions do not result in an agreement as to appropriate modifications of this AGREEMENT, then the Parties shall follow the dispute resolution procedures set forth in Paragraph H-3.

H-5 Default

(a) Operator's Default. The occurrence of any of the following shall constitute a default by Operator:

(1) Operator's failure to perform any covenant or provision of this AGREEMENT (but expressly excluding the covenants and provisions of Paragraph D-7 (for which the terms of Paragraph B-3(c) shall control), if the failure to perform is not cured within thirty (30) days after delivery by the City to Operator of written notice of default specifying with particularity the nature of the default. If the failure to perform cannot reasonably be cured within thirty (30) days, Operator shall not be in default of this AGREEMENT if Operator commences to cure the failure to perform within the thirty (30) day period and thereafter diligently and in good faith prosecutes the cure to completion.

(2) If Operator applies for or consents to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets; files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding or insolvency proceeding filed against it; admits in writing its inability to pay its debts as they come due; makes a general assignment for the benefit of creditors; or an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Operator a bankrupt or insolvent or approving a petition seeking reorganization of Operator or appointing a receiver, trustee or liquidator of Operator or of all or a substantial part of its assets, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days.

(3) If any default by Operator shall continue uncured, following notice of default as required by this AGREEMENT, for the period applicable to the default under the applicable provision of this AGREEMENT, the City may at its election terminate this AGREEMENT by giving Operator written notice of termination and this AGREEMENT shall terminate effective thirty (30) days after the date such written notice is received by Operator. Upon the occurrence of any of the events specified under Paragraph (2) above "Insolvency Proceeding", the City may at its election terminate this AGREEMENT by giving Operator written notice of termination and this AGREEMENT shall terminate immediately upon receipt of such written notice by Operator. The foregoing remedies are in addition to all other rights and remedies provided by law or equity, to which the City may resort cumulatively or in the alternative.

(b) City's Default. The occurrence of any of the following shall constitute a default by the City:

(1) The City's failure to perform any covenant or provision of this AGREEMENT, if the failure to perform is not cured within thirty (30) days after delivery by Operator to the City of written notice of default specifying with particularity the nature of the default. If the failure to perform cannot reasonably be cured within thirty (30) days, the City shall not be in default of this AGREEMENT if the City commences to cure the failure to perform within the thirty (30) day period and thereafter diligently and in good faith prosecutes the cure to completion.

(2) If any default by the City shall continue uncured, following notice of default as required by this AGREEMENT, for the period applicable to the default under the applicable provision of this AGREEMENT, Operator may at its election terminate this AGREEMENT by giving the City written notice of termination and this AGREEMENT shall terminate thirty (30) days after the date such written notice is received by the City. The foregoing remedies are in addition to all other rights and remedies provided by law or equity, to which Operator may resort cumulatively or in the alternative.

H-6 Damage or Destruction

(a) Substantial Damage. Should the Sports Park be substantially damaged by a Force Majeure Event, either the City or Operator, by written notice to the other given within sixty (60) days following the occurrence of such Event, shall have the right to terminate this AGREEMENT. If either does so, neither party shall have any further obligation to the other party under this AGREEMENT, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. The Sports Park shall be deemed to have been "substantially damaged" if the cost of restoring the Sports Park to its condition immediately before such damage, after applying any insurance proceeds which Operator or the City has received or to which either is entitled, is fifty percent (50%) or more of the replacement cost of the Sports Park Improvements.

(b) Restoration. If this AGREEMENT is not terminated in the event of damage to the Sports Park either because the damage does not amount to "substantial damage" as described above, or notwithstanding substantial damage to the Sports Park, neither party elects to terminate this AGREEMENT, then the City shall proceed, at the City's own expense (after application of any insurance proceeds), with all due diligence to commence and complete restoration of the Sports Park to its condition and character just prior to the occurrence of such casualty.

H-7 Insurance

"Insurance Requirements" means all requirements of each insurance policy, and all orders, rules, regulations and other requirements of the Insurance Services Office (or any other body exercising similar functions) applicable to the Sports Park. Commencing as of the Effective Date, Operator shall fulfill the following Insurance Requirements.

(a) Liability Insurance. Operator shall procure and thereafter keep in effect at all times until the end of the Term, as a Sports Park Expense, commercial general liability insurance which shall include contractual liability coverage (to the extent arising from an "insured contract" as defined in the ISO CG 00 01 form or its substantial equivalent), bodily injury, property damage and personal and advertising injury). Such coverage shall have a minimum limit of liability of at least \$5,000,000 per occurrence. The required limit may be achieved through a combination of primary and umbrella/excess liability insurance, including liability insurance procured by third party corporate or special event or tournament organizers which name Operator and the City as additional insureds on such policies. The general aggregate limit shall be twice the required occurrence limit. Operator's commercial general liability insurance shall include liquor liability insurance.

(b) Statutory Workers' Compensation Insurance. Operator shall maintain, as a Sports Park Expense, statutory workers' compensation insurance.

(c) Property Insurance.

(1) Operator shall obtain and keep in force during the Term, as a Sports Park Expense, a property policy written on a Causes of Loss- Special Form basis CP 10 30 or its substantial equivalent covering loss or damage to the Sports Park, the Sports Park Improvements and all FF&E in the amount of the full replacement value thereof, as the same may exist from time to time, but excluding damage due to flood, earthquake or terrorist activities. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$10,000 per occurrence. Operator shall obtain such endorsements as are recommended by the City's risk manager, including, without limitation, an endorsement for changes in building codes, provided such endorsements may be obtained on commercially reasonable terms. The City shall be the loss payee on such property policy. The City shall receive and retain all insurance proceeds to the extent they are not used to rebuild the Sports Park Improvements following an insured casualty.

(2) The "full replacement value" of the property to be insured under this section shall be determined by the company issuing the insurance policy at the time the policy is initially obtained. Not more frequently than once every two years, either party shall have the right to notify the other that it elects to have the replacement value re-determined by an insurance company. The redetermination shall be made promptly and in accordance with the rules and practices of the insurance company. Each party shall be promptly notified of the results by the company. The insurance policy shall be adjusted according to the redetermination.

(d) Insurance Policies.

(1) Not more frequently than once every two years, if in the reasonable opinion of the City the amount or type of any insurance at that time is not adequate to provide coverage to the City as of such future date which is comparable to the coverage afforded the City under this AGREEMENT as of the Effective Date, Operator shall either acquire

or increase the insurance coverage as required by the City provided Operator may obtain such increased coverage on commercially reasonable terms.

(2) Upon execution of this Agreement and within five (5) days of policy renewal or replacement, Operator shall deliver to the City certificates of insurance and necessary endorsements evidencing the existence and amounts of such insurance with loss payable clauses as required by this Paragraph H-7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII at policy inception and licensed to do business in the State of Nevada. All policies of insurance must (other than the property insurance which shall name the City as the loss payee) be endorsed to contain the following:

(i) As respects commercial general liability, the City shall be shown as an additional insured;

(ii) As respects commercial general liability, the insurance coverage shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City, its council members, officers, employees and volunteers shall be excess of the insurance and shall not contribute with it;

(iii) No such policy shall be cancelable except after thirty days prior written notice to the City or ten days if due to non-payment of premium; and

(iv) As respects workers' compensation insurance, the policy shall be endorsed with a waiver of subrogation clause for the City.

(e) Policy Compliance. Operator shall not keep on the Sports Park or permit to be kept, used or sold thereon, anything prohibited by any fire or other insurance policy covering the Sports Park.

(f) Failure to Obtain Insurance. If, after written notice and a fifteen day opportunity to cure, Operator shall fail to obtain any insurance required under this AGREEMENT, the City may, at its election, obtain such insurance at Operator's expense.

(g) Waiver of Subrogation. As respects property insurance only, Operator and the City each hereby release and relieve each other, and waive their right of recovery against the other, for loss or damage arising out of or incident to the perils insured against under this section, which perils occur in, on or about the Sports Park, whether due to the negligence of the City or Operator or their agents, employees, contractors and/or invitees, but only to the extent of insurance coverage. Operator shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this AGREEMENT and obtain the insurance carrier's written consent thereto.

(h) Insurance Related Legal Claims. In accordance, as applicable, with defense and indemnification rights contained in policies of insurance procured and maintained by Operator, Operator shall defend and settle claims, lawsuits and demands relating to the Sports Park (other

than any Legal Challenge) and retain legal counsel (and pay legal fees and costs) who under the direction of Operator or the insurance carrier will represent the City, Operator and the Sports Park on all questions relating to Legal Requirements, will defend any claims or actions brought against Operator or the City relating to the Sports Park and will institute and defend any and all legal actions or proceedings as shall be reasonably necessary to collect charges, fees or other income for the Sports Park, or to cancel or terminate any license, vendor or concession agreement or other contract on the grounds of default. Operator shall notify the City of any material claims or lawsuits relating to the Sports Park on a timely basis. The City shall have the right to approve any legal counsel retained by Operator to represent or defend the City.

H-8 Indemnity

(a) Operator Indemnity. Operator shall indemnify, defend, protect and hold harmless City, its council members, officers, employees and volunteers (collectively the "Indemnitees") from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs and expenses (including reasonable attorneys' fees), arising from or in connection with, or caused by:

(1) Any act, omission or negligence of Operator or any concessionaire of Operator, or their respective contractors, licensees, invitees, agents or employees;

(2) Any use of the Sports Park, or any accident, injury, death or damage to any person or property occurring in, on or about the Sports Park, or any part thereof, or from the conduct of Operator's business or from any activity, work or thing done, permitted or suffered by Operator or its contractors, employees or invitees in, on or about the Sports Park (other than when arising as a result of defective construction or workmanship by City or its contractors or agents; or as a result of the storage, use, disposal or non-disposal of Hazardous Materials prior to February 1, 2010; or as a result of the negligence or intentional misconduct of an Indemnatee); and

(3) Any breach or default in the performance of any obligations on Operator's part to be performed under the terms of this AGREEMENT, or any such claim or any action or proceeding brought thereon.

(b) Notice and Defense. In case any action or proceeding is brought against an Indemnatee by reason of any such claim, Operator, upon notice from City, shall defend the same at Operator's expense by counsel reasonably satisfactory to City. City shall give Operator prompt notice of any event triggering the foregoing indemnity and shall cooperate with Operator in the defense of any cause of action to which the foregoing indemnity relates. These provisions are in addition to, and not in lieu of, the insurance required under Paragraph H-7 "Insurance".

(c) No Indemnification for Legal Challenge. Operator shall have no duty to defend or indemnify City or any other Indemnatee from any Legal Challenge.

H-9 Condemnation

If all of the Sports Park (or such a substantial portion of the Sports Park so as to make it unfeasible, in the reasonable opinion of the City or of Operator, to restore and continue to operate the remaining portion of the Sports Park for the purposes contemplated in this AGREEMENT) shall be taken through the exercise (or by agreement in lieu of the exercise) of the power of eminent domain, then upon the date that the City shall be required to surrender possession of the Sports Park or of that substantial portion of the Sports Park, this AGREEMENT shall terminate and neither party shall have any further obligation to the other party under this AGREEMENT except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. If such taking of a portion of the Sports Park shall not make it unfeasible, in the reasonable opinion of the City and of Operator, to restore and continue to operate the remaining portion of the Sports Park for the purposes contemplated in this AGREEMENT, then this AGREEMENT shall not terminate, and the City shall proceed, at the City's own expense, with all due diligence to alter or modify the Sports Park so as to render it a complete architectural unit which can be operated as a sports park of substantially the same type and character as before.

H-10 Assignment

Neither Party may assign their rights nor delegate their duties under this AGREEMENT without the written consent of the other Party. Such consent shall not be unreasonably withheld, delayed or conditioned. Any assignment or delegation shall not relieve any Party of its obligations under this AGREEMENT.

H-11 Big League Dreams Proprietary Rights/New Name for Sports Park

The License Agreement permits the City's use of all Big League Dreams' intellectual property consistent with the terms of the License Agreement. The Operator may continue to utilize Big League Dreams' intellectual property at the Sports Park consistent with the terms of the License Agreement for eighteen (18) months from the Effective Date of this AGREEMENT. Prior to the end of this eighteen (18)-month period, the Operator shall notify the City of a permanent name change to the Sports Park from Big League Dreams to either "Ripken Experience" or "Diamond Nation" or a derivation thereof. If the Operator desires to select another name, the Operator shall submit such name to the Director of Parks, Recreation and Cultural Affairs for approval, which approval will not be unreasonably withheld.

H-12 Independent Contractor

Operator shall at all times be considered an independent contractor under this AGREEMENT. Nothing contained in this AGREEMENT shall be construed to be or create a partnership or joint venture between the City and its successors and assigns, on the one part, and Operator and its successors and assigns, on the other part.

H-13 Covenants Against Discrimination

Operator shall not discriminate against any person on account of race, color, creed, religion, sex, marital status, national origin or ancestry in its performance under the terms of this AGREEMENT.

H-14 Modification and Changes

This AGREEMENT may be amended or modified only by a writing signed by both parties.

H-15 Understandings and Agreements

As indicated by Paragraph B-2, above, this AGREEMENT amends and restates the prior MOA in its entirety. As this is the only agreement relates to the Parties' understandings and agreements, this AGREEMENT constitutes all of the understandings and agreements of whatever nature or kind existing between the parties with respect to Operator's maintenance and operation of the Sports Park. This AGREEMENT supersedes the MOA, all prior understandings and agreements, whether written or oral, between the City and Operator pertaining to the maintenance and operation of the Sports Park.

H-16 Survival of Covenants

Any covenant, term or provision of this AGREEMENT which in order to be effective must survive the termination of this AGREEMENT shall survive any such termination.

H-17 Third Parties

None of the obligations under this AGREEMENT of either party shall run to or be enforceable by any third party other than a permitted assignee of this AGREEMENT.

H-18 Waivers

No failure by Operator or the City to insist upon the strict performance of any covenant, agreement, term or condition of this AGREEMENT or to exercise any right or remedy consequent upon the breach of this AGREEMENT shall constitute a waiver of any such breach or any subsequent breach of the same covenant, agreement, term or condition. No covenant, agreement, term or condition of this AGREEMENT and no breach of this AGREEMENT shall be waived, altered or modified except by a written instrument. A waiver of any breach of this AGREEMENT shall only affect this AGREEMENT to the extent of the specific waiver.

H-19 Applicable Law

This AGREEMENT shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State of Nevada.

H-20 No Presumption Regarding Drafter

The terms and provisions of this AGREEMENT have been extensively negotiated and discussed between the City and Operator. This AGREEMENT reflects their mutual agreement regarding the subject matter of this AGREEMENT. Because of the nature of such negotiations and discussions, neither the City nor Operator shall be deemed or construed to be the drafter of this AGREEMENT. Therefore, no presumption for or against the drafter shall be applicable in interpreting or enforcing this AGREEMENT.

H-21 Enforceability of Any Provision

If any term, condition, covenant or obligation of this AGREEMENT shall be determined to be unenforceable, invalid or void, such determination shall not affect, impair, invalidate or render unenforceable any other term, condition, covenant or obligation of this AGREEMENT.

H-22 Time of the Essence

Time is of the essence of this AGREEMENT. The time for performance of each obligation has been the subject of negotiation by the parties.

H-23 Conflict of Interest

(a) Restrictions on Interests in This AGREEMENT. An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this AGREEMENT, payments under this AGREEMENT, or work under this AGREEMENT, shall not be directly or indirectly interested personally in this AGREEMENT or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this AGREEMENT, shall become directly or indirectly interested personally in this AGREEMENT or in any part hereof, any material supply agreement, subagreement, insurance agreement, or any other agreement pertaining to this AGREEMENT.

(b) Representations. Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this AGREEMENT. Notwithstanding any other provision of this AGREEMENT, if such interest exists and becomes known, the City may immediately terminate this AGREEMENT for default or convenience, based on the culpability of the parties.

(c) Disclosures of Ownership/Principals. Operator represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of Operator on Attachment 1, "Certificate - Disclosure of Ownership/Principals", and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

H-24 Memorandum of Agreement.

This AGREEMENT shall not be recorded by Operator or the City. However, a memorandum of this AGREEMENT in the form attached hereto as Exhibit E (the “Memorandum of Agreement”) shall be executed by Operator and the City concurrently with execution of this AGREEMENT and Tenant will, at its expense, record such Memorandum of Agreement with the Clark County Recorder upon receipt of the City’s original signature and notarization page thereto.

SECTION I – Attachments/Exhibits

The following attachments/exhibits are hereby incorporated into this AGREEMENT:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Pages</u>
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph H-23(c)]	37
Exhibit A	FF&E at the Property as of the Effective Date [Paragraph B-1]	39
Exhibit B	Annual and Quarterly P&L Statement [Paragraph B-1, Paragraph G-2(c)]	46
Exhibit C	Community Baseball Program Implementation Plan [Paragraph D-15]	47
Exhibit D	Example Calculations of Maintenance and Operations Fees [Paragraph F-2(f)]	48
Exhibit E	Form of Memorandum of Agreement	50

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed effective as of the day and year first above written.

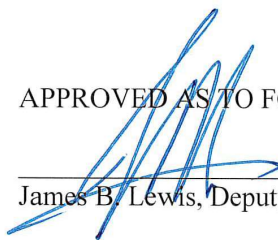
CITY OF LAS VEGAS

By _____
SHELLEY BERKLEY, Mayor

ATTEST:

Dr. LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

 _____
James B. Lewis, Deputy City Attorney Date 12/30/24

BIG LEAGUE DREAMS LAS VEGAS, LLC

By: _____
Name: _____
Title: _____

ATTACHMENT 1

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	
Name: Big League Dreams Las Vegas, LLC	
Address: 3151 E Washington Ave	City / ST / Zip: Las Vegas, NV 89101
Telephone: (443) 327-8064	EIN or DUNS : 20-3935165
Block 2: Description / Subject Matter of Contract	
Services for: Maintenance and Operations Agreement	Project Number:
Block 3: <u>Type of Business</u>	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

Rev 01.2021

ATTACHMENT 1 (continued...)

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals			
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Unrivaled BLD Holdings, LLC	880 Long Drive, Aberdeen, MD 21001	(443) 327-8064
2			
3			
4			
5			
6			
7			
8			
9			
10			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership and Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5: Disclosure of Ownership and Principals – Alternate	
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.	
Name of Attached Document: _____	
Date of Attached Document: _____	Number of Pages: _____


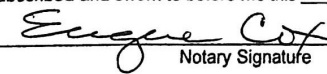
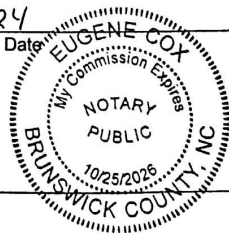
Contracting Party Certification (Notarized signature required in event of contract award per section 4, "Incorporation")	
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.	
<div style="text-align: right;"> _____ Signature</div>	
<div style="text-align: right;"><u>12/27/24</u> _____ Date</div>	
Subscribed and sworn to before me this <u>27</u> day of <u>December, 2024</u>	
<div style="text-align: center;"> _____ Notary Signature</div>	
<div style="text-align: right;"></div>	

EXHIBIT A

Exhibit A
FF&E

A.1 Restaurant

DESCRIPTION	MANUFACTURER	MODEL #	QUANTITY
Office Desk	Maverick Desk Manufacturing	MMD 3060	1
Executive Chair	Work Spaces	OS EX2654	1
Guest Chairs	Work Spaces	OS Oak 40005	2
30" Round Tall Tables 42" high w/ bases	MTS	CI-30-3LS	8
Swivel Bar Stools	MTS Swivel Bar Stool w/ Arms	902-30-N	51
Arm Chairs	MTS Milano Chair	#720	110
42" LCD TV w/ wall bracket	Vizio	VW42LF	10
File Cabinets	Maverick Desk Manufacturing	MMLF242	3
30" x 48" Tables w/ bases	MTS	232-3030-D482- 60	15
30" x 30" Tables w/ bases	MTS	232-3048-D482- 60	12
Safe	Amsec Security	#DSF3214 Elect lock	1

A.2 Restaurant

DESCRIPTION	MANUFACTURER	MODEL #	QUANTITY
Office Desk	Maverick Desk Manufacturing	MMD 3060	1
Executive Chair	Work Spaces	OS EX2654	1
Guest Chairs	Work Spaces	OS Oak 40005	2
30" Round Tall Tables 42" high w/ bases	MTS	232-30RD	8
Swivel Bar Stools	MTS Swivel Bar Stool w/ Arms	902-30-N	52
Arm Chairs	MTS Milano Chair	#720	109
42" LCD TV w/ wall bracket	Vizio	VW42LF	10

EXHBIT A (continued...)

File Cabinets	Maverick Desk Manufacturing	MMLF242	3
30" x 48" Tables w/ bases	MTS	232-3030-D482-60	13
30" x 30" Tables w/ bases	MTS	232-3048-D482-60	14
Safe	Amsec Security	#DSF3214 Elect lock	1

A.4 Admin Building

DESCRIPTION	MANUFACTURER	MODEL #	QUANTITY
Copy Machines	Konica	Bizhub C250	1
Office Desk	Maverick	MMD3060	9
Office Desk 30" x 60"	Maverick	MMSRA2042R	4
Return Pedestal	Maverick	MMRA 2042L	4
Office Desk 30" x 60"	Maverick	MMSRA2042L	1
Return Pedestal	Maverick	MMRA 2040R	1
Executive Chairs	Office Star	OS EX2654	8
GM Bridge Section	Maverick	MMBR 2442L	1
File Cabinets	Maverick	MMLF 242	6
Drafting Stools	Office Star	OS DC800	2
Conference Table	Maverick	MMBS4296A	1
Leather Conference Chairs	Office Star	OS 9333	8
Guest Chairs	Office Star	OS EX2655	8
Keyboard Trays	Maverick	MMKB 16 in.	11
Waste Baskets			15
Safe	Amsec	DSF3214, Elect.	1

EXHBIT A (continued...)

C. Corporate / Special Event Items

DESCRIPTION	MANUFACTURER	MODEL #	QUANTITY
Tables	Samsonite	COS36-108	50
Chairs	DHC 888 594-3988	Chrome, padded folding	150

E. Sports/ Misc.

DESCRIPTION	MANUFACTURER	MODEL #	QUANTITY
Picnic Tables	Highland Products, 888 447-2401	#145-1107	30
Trash Receptacles	Coated, Expanded Metal		25

D. Maintenance

DESCRIPTION	MANUFACTURER	MODEL #	QUANTITY
5 Gang Mower	John Deere	7500	1
Work Cart	John Deere	2020A Progator	1
John Deer Groomer	John Deere	1200A Progator	1
Sweeper	Harper	TV40	1
Fertilizer Spreader	Lely	WFR	1
Verticutter	First Product	VC-60	1
Edgar	John Deere	Power-Trim 308H	1
Chemical Sprayer	SDI	200-20K6M	1
Triplex Mower	John Deere	2653B	1
Front Load Tractor w box and loader	John Deere	3720,300CX, BB41	1
Sod Cutter	Classen	Sod Cutter	1
Golf Carts/Utility Beds, Gas	John Deere	TS Gator	3
21" Mower	John Deere	MSHN21	1
Rotary Mower	Toro	22177	1
Turf Groomer	Greensgroomer	720SDE/760 Litter Kat	1

Restaurant

DESCRIPTION	MANUFACTURER	MODEL #	QUANTITY
Small Wares	Misc	N/A	2

EXHBIT A (continued...)

Misc Waste Containers	TBD	N/A	8
Flags and Art	Misc	N/A	2

Corporate/ Special Event

DESCRIPTION	MANUFACTURER	MODEL #	QUANTITY
Portable PA System	Fender	PD-500	1
Baseball Gloves	Worth	N/A	30
10X10 Party Tents	TBD	N/A	2
Barbeque	Charbroil		1
Barbeque Wagon			1
Portable Food Warmers			2
Portable Bars			1

Retail

DESCRIPTION	MANUFACTURER	MODEL #	QUANTITY
Storage Racks	TBD	N/A	3
Display Shelves	TBD	N/A	4

EXHBIT A (continued...)

Office

DESCRIPTION	MANUFACTURER	MODEL #	QUANTITY
Credit Card Machine	Shift4	N/A	1
Storage Cabinets	TBD	N/A	3

Sports/ Miscellaneous

DESCRIPTION	MANUFACTURER	MODEL #	QUANTITY
Uniforms			60
Portable Mounds	True Pitch		7

Maintenance

DESCRIPTION	MANUFACTURER	MODEL #	QUANTITY
Air Compressor	HD Supply	TBD	1
Drop and Rotary Spreader	TBD	Fax Center F116	2
Pressure Washers			1
Backpack Blowers			2
Chemical Sprayer			1
Weed Eaters			1
Hand Tools	Misc	N/A	1
Hand Held Radios	Motorola	SL300	15

Misc. Construction Items

DESCRIPTION	MANUFACTURER	MODEL #	QUANTITY
Maintenance Shelves	TBD		4
Bulletin Boards	TBD		4
Stadium Club signs			1

Restaurant

DESCRIPTION	MANUFACTURER	MODEL #	QUANTITY
ATM Machine	Hyosung	MB 1520	2
POS System	CRS	N/A	1
Menu Boards and Signs	Samsung	N/A	1
Window Shades	TBD	N/A	2

EXHBIT A (continued...)

Office

DESCRIPTION	MANUFACTURER	MODEL #	QUANTITY
Phone System	Zultys		2

Maintenance

DESCRIPTION	MANUFACTURER	MODEL #	QUANTITY
Air Compressor	HD Supply	TBD	1
Drop and Rotary Spreader	TBD	Fax Center F116	

EXHBIT A (continued...)

Pressure Washers	Maverick		1
Backpack Blowers	Maverick		2
Chemical Sprayer	Maverick		1
Weed Eaters	Maverick		1
Hand Tools	Misc	N/A	1

Misc. Construction Items

DESCRIPTION	MANUFACTURER	MODEL #	QUANTITY
Computer System	HP	DIBS	1
Token Change Machine w/ pedestal	Standard Change	SC62	1

Graphics & Art Work

DESCRIPTION	MANUFACTURER	MODEL #	QUANTITY
Out field wall painting for graphics	M&H Painting		1

EXHIBIT B

Annual and Quarterly P & L Statement Format

Big League Dreams Las Vegas, LLC - Exhibit B												
(Actual)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Revenue												YTD 2025
Diamond Sports Leagues												\$0
Diamond Sports Tournaments												0
Court Sports												0
Field & Sand Sports												0
Baiting Cages												0
Food & Beverage Restaurant / Concessions												0
Food & Beverage Group Business / Special Events												0
Group Business / Special Events												0
Gate Admissions												0
Sponsorships / Advertising												0
Merchandise												0
Arcade												0
Camps / Clinics												0
Hotel Commissions												0
Other Revenue												0
Discounts												0
Total Gross Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Current Year	2025
Operating Year	First Second Third
2024 through 2028	\$4,410,000 \$6,615,000 \$7,993,125
2029 through 2033	4,630,500 6,945,750 8,392,781
2034 through 2038	4,862,025 7,293,038 8,812,420
2039 through 2043	5,105,126 7,657,689 9,253,041
2024 through the Last Operating Full Year	5,360,383 8,040,574 9,715,693

Maintenance & Operations Fee Calculation	
Fixed Maintenance & Operations Fee	(a) \$195,194
First Threshold Amount	\$4,410,000
First Threshold Applicable Revenue	0
First Threshold Percent	3.0%
First Threshold Percentage Rent	\$0
Second Threshold Amount	\$6,615,000
Second Threshold Applicable Revenue	0
Second Threshold Percent	4.0%
Second Threshold Percentage Rent	\$0
Third Threshold Amount	\$7,993,125
Third Threshold Applicable Revenue	0
Third Threshold Percent	5.0%
Third Threshold Percentage Rent	\$0
Additional Revenue Amount	\$0
Excess of Third Threshold Percent	7.0%
Excess of Third Threshold Percentage Rent	\$0
Total Maintenance & Operations Fees	\$195,194

EXHIBIT C

Community Baseball Program Objectives

1. Dedicated Programming for Local Teams

- **Objective:** Host seasonal playoffs and midweek games for local recreational or school-affiliated baseball & softball teams.

2. Free Clinics

- **Objective:** Host periodic free clinics featuring current or former professional baseball players and /or Coaches in the community, targeting underserved local youth.

3. Quarterly Community Days or Field Days

- **Objective:** Host dedicated days with open doors for the local community or schools.

4. Equipment Drives

- **Objective:** Organize equipment drives to supply lower-income communities with baseball/softball gear.

5. Employment Opportunities

- **Objective:** Provide part-time employment opportunities for local high school and college students.

EXHIBIT D

Example Calculations of Maintenance and Operations Fees

(1) Second Full Operating Year [Paragraph F-2(f)]. If Gross Revenues for the second Full Operating Year are \$3,600,000, Operator would not be obligated to pay any Variable Maintenance and Operations Fee to the City with respect to the second Full Operating Year. As a further illustration, if Gross Revenues for the second Full Operating Year are \$4,800,000, Operator would be obligated to pay to the City, on or before March 1 of the third Full Operating Year, \$76,000 as a Variable Maintenance and Operations Fee calculated as provided below:

$$\$4,000,000 \times 3\% = \$120,000$$

$$(\$4,800,000 - \$4,000,000 = \$800,000) \times 4\% = \$32,000$$

$$\$120,000 + \$32,000 = \$152,000$$

$$\$152,000 \times 50\% = \$76,000$$

(2) Third Full Operating Year [Paragraph F-2(g)]. If Gross Revenues for the third Full Operating Year are \$3,600,000, Operator would not be obligated to pay any Variable Maintenance and Operations Fee to the City with respect to the third Full Operating Year. As a further illustration, if Gross Revenues for the third Full Operating Year are \$4,800,000, Operator would be obligated to pay to the City, on or before March 1 of the fourth Full Operating Year, \$152,000 as a Variable Maintenance and Operations Fee calculated as provided below:

$$\$4,000,000 \times 3\% = \$120,000$$

$$(\$4,800,000 - \$4,000,000 = \$800,000) \times 4\% = \$32,000$$

$$\$120,000 + \$32,000 = \$152,000$$

Examples of Fourth Full Operating Years and Beyond (Paragraph F-2(h)).

(3) If Gross Revenues for the fourth Full Operating Year were \$3,600,000, Operator shall pay to the City \$195,154 by July 1 of the fourth Full Operating Year as the Fixed Maintenance and Operations Fee for that Operating Year. Additionally, Operator shall pay to the City, by March 1 of the fifth Full Operating Year, \$108,000 as a one-time Variable Maintenance and Operations Fee for the fourth Full Operating Year ($\$3,600,000 \times 3\% = \$108,000$). Thus, the total Maintenance and Operations Fees for the Operating Year used in this example would equal \$303,154.

EXHIBIT D (continued...)

(4) If Gross Revenues for the sixth Full Operating Year were \$6,500,000, Operator shall pay to the City \$195,154 by July 1 of the sixth Full Operating Year as the Fixed Maintenance and Operations Fee for that Operating Year. Additionally, Operator shall pay to the City, by March 1 of the seventh Full Operating Year, \$225,000 as a one-time Variable Maintenance and Operations Fee for the sixth Full Operating Year calculated as follows:

$$\$4,000,000 \times 3\% = \$120,000$$

$$(\$6,000,000 - \$4,000,000 = \$2,000,000) \times 4\% = \$80,000$$

$$(\$6,500,000 - \$6,000,000 = \$500,000) \times 5\% = \$25,000$$

$$\$120,000 + \$80,000 + \$25,000 = \$225,000$$

Thus, the total Maintenance and Operations Fees for the Operating Year used in this example would be \$420,154.

(5) If Gross Revenues for the twelfth Full Operating Year were \$8,800,000, Operator shall pay to the City \$195,154 by July 1 of the twelfth Full Operating Year as the Fixed Maintenance and Operations Fee for that Operating Year. Additionally, Operator shall pay to the City, by March 1 of the thirteenth Full Operating Year, \$358,750 as a one-time Variable Maintenance and Operations Fee for the twelfth Full Operating Year calculated as follows:

$$\$4,200,000 \text{ (index applied)} \times 3\% = \$126,000$$

$$(\$6,300,000 - \$4,200,000 = \$2,100,000) \times 4\% = \$84,000$$

$$(\$7,612,500 - \$6,300,000 = \$1,312,500) \times 5\% = \$65,625$$

$$(\$8,800,000 - \$7,612,500 = \$1,187,500) \times 7\% = \$83,125$$

$$\$126,000 + \$84,000 + \$65,625 + \$83,125 = \$358,750$$

Thus, the total Maintenance and Operations Fees for the Operating Year used in this example would equal \$553,904.

EXHIBIT E

Form of Memorandum of Agreement

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

Morgan, Lewis & Bockius LLP
One Federal Street
Boston, MA 02110
Attn: Ryan W. Hanofee

MEMORANDUM OF
AMENDED AND RESTATED MAINTENANCE AND OPERATIONS AGREEMENT

This MEMORANDUM OF AMENDED AND RESTATED MAINTENANCE AND OPERATIONS AGREEMENT (this "Memorandum") is made this ____ day of _____, 2025 (the "Effective Date"), by and between THE CITY OF LAS VEGAS, a Nevada political subdivision (hereinafter the "City"), having an address at the City of Las Vegas, 495 South Main Street, Las Vegas, Nevada 89101, Attn: Director of Parks, Recreation and Cultural Affairs, and BIG LEAGUE DREAMS LAS VEGAS, LLC, a Nevada limited liability company (hereinafter "Operator"), having an address at c/o Unrivaled Sports, 880 Long Drive, Aberdeen, Maryland 21001, Attn: Scott Cotter. The City and the Operator may be hereinafter individually as a "Party" and collectively as the "Parties". Capitalized terms used and not defined herein have the meaning given the same in the Agreement (as defined below).

RECITALS

WHEREAS, the City is the fee owner of that certain real property commonly known as Gary Reese Freedom Park with an address of 3151 E Washington Ave, Las Vegas, Clark County, Nevada 89101 (the "Property"), as more particularly described in Exhibit A attached hereto;

WHEREAS, the City and Operator entered into that certain Amended and Restated Maintenance and Operations Agreement dated as of the Effective Date (the "Agreement") pursuant to which the City grants to Operator a license to use the Property in order to operate and maintain a sports facility thereon known as the Big League Dreams Sports Park (the "Sports Park"); and

WHEREAS, the Parties desire to enter into this Memorandum, which is to be recorded with the Clark County Recorder in order for third parties to have notice of the existence of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Parties certify and agree as follows:

1. GENERAL RIGHTS AND RESPONSIBILITIES: The Agreement provides that Operator shall have certain rights and responsibilities with respect to the Sports Park including, without limitation, programming recreational sports to be offered at the Sports Park, consummating arrangements with concessionaires, licensees, tournament, group business or special events organizers, contractors or other third party entities or organizations for the operation and maintenance of the Sports Park, entering contracts for the furnishing of utilities and maintenance and other operational services to the Sports Park, applying for, obtaining and maintaining all licenses and permits required of Operator in connection with the operation of the Sports Park, including all required beer and wine on-site beverage license(s) and special use permit(s)

DB1/ 153955749.1

EXHIBIT E (continued...)

to allow for full liquor sale at special events, and performing certain maintenance and repair services as specified in the Agreement.

2. TERM: The Term of the Agreement shall expire on February 28, 2045, subject to Operator's rights to extend the Term as provided in the Agreement.

3. MISCELLANEOUS. This Memorandum is executed in accordance with the terms of the Agreement for the purposes of giving notice of the existence thereof and of memorializing and recording certain terms thereof. The summarized terms provided herein are not intended to fully or completely set forth the provisions of the Agreement, for an understanding of which reference must be made to the Agreement, and nothing in this Memorandum shall modify, supplement or abridge the Agreement or any of its provisions as the same now or may hereafter be in force and effect. In addition to those terms referred to hereinabove, the Agreement contains numerous other terms, covenants and conditions, and notice is hereby given that reference should be made to the Agreement directly with respect to the details of such terms, covenants and conditions. Whenever a conflict of provisions between this Memorandum and the Agreement will occur, the provisions of the Agreement will govern. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Operator and the City, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[remainder of page intentionally left blank; signature pages follow]

EXHIBIT E (continued...)

IN WITNESS WHEREOF, the City and Operator have caused this Memorandum to be executed effective as of the Effective Date.

CITY OF LAS VEGAS

By _____
SHELLEY BERKLEY, Mayor

ATTEST:

Dr. LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

James B. Lewis, Deputy City Attorney Date

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2025 by
_____, as _____ of the CITY OF LAS VEGAS.

Notary Public in and for said County and State.

My commission expires: _____.

EXHIBIT E (continued...)

BIG LEAGUE DREAMS LAS VEGAS, LLC

By: _____
Name: _____
Title: _____

STATE OF MARYLAND
COUNTY OF _____

On this _____ day of _____, 2025, before me, the undersigned officer, personally appeared _____, as _____ of BIG LEAGUE DREAMS LAS VEGAS, LLC, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of BIG LEAGUE DREAMS LAS VEGAS, LLC by himself as _____.

In witness thereof I hereunto set my hand and official seal.

(Notary Seal)

Signature of Notary Public
Notary Public
My Commission expires: _____

EXHIBIT E (continued...)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain real property in the County of Clark, State of Nevada, described as follows:

That portion of the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of Section 25, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada. Lying East of the Easterly boundary of Mojave Road as dedicated to the County of Clark by dedication recorded July 10, 1975, in Book 534 as Document No. 493076 of Official Records.

Excepting Therefrom that portion of said land conveyed to the County of Clark by Resolution recorded January 26, 1953 in Book 69 of Deeds, Page 208 as Document No. 399047 of Official Records.

Further Excepting Therefrom that portion of said land as dedicated to the County of Clark by dedication recorded August 27, 1971, in Book 157, as Document No. 125152 of Official Records.

And Further Excepting Therefrom those portions of said land as dedicated to the County of Clark by dedication recorded December 21, 1971 in Book 193, as Document No. 153606 and 153607, of Official Records.

And Further Excepting Therefrom that portion dedicated to the City of Las Vegas by dedication recorded March 25, 2005 in Book 20050325, as Instrument No. 0001819 Official Records.

APN/Parcel ID(s): 139-25-701-002