

10/04/13

**GROUND LEASE AND
SUBLEASE AGREEMENT
(PARKING GARAGE SUBLEASE)**

THIS GROUND LEASE AND SUBLEASE AGREEMENT ("Ground Lease/Parking Garage Sublease") is entered into on the ___ day of _____, 2013, by and between **BEAU RIVAGE RESORTS, INC.**, a Mississippi corporation ("Beau Rivage" or "Landlord"), the **CITY OF BILOXI, MISSISSIPPI** ("the City") (Beau Rivage and the City at times may be referred to individually as a "party" or collectively as "parties").

RECITALS

A. Beau Rivage owns certain real property in Harrison County, Mississippi, the Second Judicial District of Harrison County, which is depicted on Exhibit "O", attached hereto (the "Demised Premises"). On separate portions of the Demised Premises Beau Rivage and the City desire to design, develop and construct a Stadium and related infrastructure suitable for a Double-A Minor League baseball franchise (the "Stadium"), a parking garage consisting of approximately 350 parking spaces (the "Parking Garage"), and a pedestrian bridge across Highway 90 (the "Pedestrian Bridge"), collectively referred to herein as the "Improvements". The portion of the Demised Premises on which the Stadium is to be constructed is depicted on Exhibit "S" and the portion on which the Parking Garage is to be constructed is depicted on Exhibit "P". The portion of the Demised Premises depicted on Exhibit "D" (the "North End Premises") may be reserved for parking and future commercial development, with such development expected to be undertaken by Overtime Sports Company, LLC, a Mississippi limited liability company ("Overtime"), subject to the terms and conditions set forth herein; and

B. Immediately upon the execution hereof, the City shall enter into a Stadium Sublease and Use Agreement with Mississippi Professional Baseball, LLC "MPB" or "Stadium Sub-Lessee") in a form approved by Beau Rivage (the "Stadium Sublease") whereby the City will sublease the Demised Premises for the purpose of moving a Class AA Southern League professional baseball franchise known as _____ (the "Club") to the City to exhibit home games and operating and managing the Stadium and all events at the Stadium in accordance with the requirements and standards of Minor League Baseball, and;

C. Beau Rivage and the City desire to enter into this Ground Lease/Parking Garage Sublease whereby the City will lease the Demised Premises from Beau Rivage on the terms and conditions and for the purposes described in this Ground Lease/Parking Garage Sublease.

NOW, THEREFORE, in consideration of the above Recitals, the terms, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

1. Demised Premises and Description.

(a) Title to Demised Premises. Beau Rivage warrants that it has fee simple title, free and clear of liens and encumbrances, subject to those easements disclosed on an accurate survey.

(b) Legal Description. Upon all the terms and conditions of this Ground Lease/Parking Garage Sublease, and subject to the reservation of rights by Beau Rivage set forth herein, Beau Rivage does hereby lease, let and rent to the City and the City does hereby rent of and from Beau Rivage the Demised Premises.

2. Term: Conditions to Lease. Rent.

(a) Term. This Lease shall be for an initial term (the "Initial Term") of twenty-one (21) years, commencing on the date on which the City or its trustee receives the proceeds of the general obligation bonds issued pursuant to a resolution from the Biloxi City Council for the purpose of construction of the Improvements, and ending on the twenty-first (21st) anniversary thereof; provided, however, that the City shall have no right to use the Demised Premises for the Permitted Use until the Conditions to Lease (as defined herein) have been satisfied. The City have had the option, upon the terms and conditions, set forth herein, to extend the Initial Term for two (2), five (5) year periods (each, a "Renewal Term"), by notifying Beau Rivage in writing of its exercise of said Renewal Term at least six (6) months prior to the expiration date of the Term or Renewal Term, as applicable. The Initial Term, along with any Renewal Term(s) shall be referred to herein as the "Term".

The City's right to exercise any Renewal Term is subject to this Ground Lease/Parking Garage Sublease being in full force and effect and the City not being in default under any provision of this Lease at the time notice of the exercise of such Renewal Term is given, or on the last day of the Term immediately preceding the commencement of the ensuing Renewal Term. Failure by the City to notify Beau Rivage of the City's exercise of an option of a Renewal Term in the manner and within the time period set forth shall constitute a waiver of said Renewal Term.

(b) Conditions to Lease. The effectiveness of this Ground Lease/Parking Garage Sublease ("Effective Date") shall be the last of the events occurring which are set forth in this Section 2(b)(i)-(iii) (the "Conditions to Lease"). In the event the Conditions to Lease have not been satisfied, this Lease shall automatically terminate without any further actions by the parties and the parties shall have no further rights or obligations under the Lease. The Conditions to Lease include without limitation, the following:

(i) The issuance and delivery of the proceeds of the general obligation bonds issued by the City for the purpose of the construction of the Improvements;

(ii) MPB's written agreement with the Southern League and Minor League Baseball to relocate the Club to Biloxi, Mississippi, for the purpose of playing Minor League Baseball in the Stadium; and,

(iii) The execution of the MPB Agreements (as defined in Section 5 (b) and (c) below).

(c) Condition to Execution. As a condition to the execution of this Ground Lease/Parking Garage Sublease, the City shall provide to Beau Rivage a project schedule which will contain an estimated time for commencement and completion of construction of all Improvements.

(d) Rent. The City shall pay Beau Rivage annual rent in the amount of One Dollar (\$1.00) payable on the anniversary date of each year during the Term (the "Annual Rent"). Annual Rent payable for the Renewal Term period(s) shall remain the same as the Initial Term. Annual Rent along with any other amounts payable with any other amounts payable by the City to Beau Rivage under this Lease shall be referred to as "Rent".

3. Examination and Acceptance of Premises: Continued Use of Certain Facilities by Beau Rivage. Subject to the representations of Section 23(b), the City shall accept the Demised Premises in its present condition, as-is, with all faults and the City acknowledges that no representations as to the condition of the Demised Premises have been made by Beau Rivage or its agents, and no obligation as to repairing, improving or adding to the same has been assumed by Beau Rivage. Any permits, entitlements, demolition, changes, alterations, repairs or decorations to make the Demised Premises suitable for the development and construction of the Improvements by the City shall be made at the City's cost and expense. Prior to the commencement of construction on the portion of the Demised Premises on which the employee parking, engineering, horticulture, and medical buildings and facilities utilized by Beau Rivage as of the Effective Date are located (the "Beau Rivage Use Facilities"), Beau Rivage reserves the right to the continued, exclusive occupancy of the Beau Rivage Use Facilities for itself and its permittees. The City and Beau Rivage shall coordinate as to any required vacancy of the Beau Rivage Use Facilities in connection with the construction of the Improvements.

4. Permitted Use. The City shall use the Demised Premises solely for the purpose of conducting necessary pre-construction testing, planning and other customary pre-development activities and to carry out construction activities necessary for the construction of the Improvements in accordance with this Ground Lease/Parking Garage Sublease, and all applicable Legal Requirements (the "City Permitted Use"). The City shall also enter into the Stadium Sublease as provided in Section 5 of this Ground Lease/Parking Garage Sublease which Stadium Sublease shall allow for the Stadium Sub-Lessee to use the Stadium for Club home games and special events with such uses further described and subject to the terms and conditions set forth in the Sublease Stadium and this Ground Lease/Parking Garage Sublease and all Legal Requirements (the "Stadium Sub-Lessee Permitted Use" and together with the City Permitted Use, the "Permitted Use"). The City shall contract for the maintenance and preservation of the Improvements as provided in Section 5(j) of this Ground Lease/Parking Garage Sublease in the event the Stadium Sublease is no longer in effect. Except for the North End Premises development undertaken with the consent and cooperation of Beau Rivage as provided in Section 26 herein, the City shall have no rights to occupy, operate or develop the Demised Premises beyond the initial construction of the Improvements as set forth in the first section of this Section 4 and shall not use or allow the use of the Demised Premises for any use

other than the Permitted Use. There shall be no gaming operations conducted or permitted on the Demised Premises.

5. Purpose of Agreements.

(a) Purpose of Ground Lease/Parking Garage Sublease. The City and Beau Rivage have agreed to enter into this Ground Lease/Parking Garage Sublease for lease of the Demised Premises to the City for the design, development and construction upon a portion of the Demised Premises of the Stadium and the Parking Garage.

(b) Stadium Sublease. As a condition to the enforceability of this Ground Lease/Parking Garage Sublease, the City agrees to enter into the Stadium Sublease with MPB for a portion of the Demised Premises for purpose of operating and managing the Stadium and all events at the Stadium in a first class manner. The total cost of all of the Improvements, which includes the Stadium, is subject to, the maximum project budget limitation of \$36 Million Dollars. The City shall include those rights and obligations contained in this Ground Lease/Parking Garage Sublease pertaining to the MPB in the Stadium Sublease. By its signature hereto, MPB acknowledges and agrees with terms and conditions contained in this Ground Lease/Parking Garage Sublease as it affects its rights under the Stadium Sublease. The foregoing notwithstanding, the City shall not be relieved from its obligations hereunder, and consent by Beau Rivage to subletting contemplated in the Stadium Sublease shall not constitute a consent to any other subletting or assignment.

(c) Stadium Use Agreement. MPB and Beau Rivage shall enter into a stadium use agreement setting forth the rights and obligations of MPB and Beau Rivage for Beau Rivage's use of the Stadium (the "Stadium Use Agreement") which together with the "Stadium Sublease" are referred to as the "MPB Agreements".

(d) Parking Garage Sublease. For and in consideration of the lease of the Demised Premises by Beau Rivage to the City pursuant to this Ground Lease/Parking Garage Sublease, and as a condition to the enforceability of this Ground Lease/Parking Garage Sublease, the City agrees to construct a Parking Garage on a portion of the Demised Premises and hereby subleases the portion of the Demised Premises described on Exhibit "P" to Beau Rivage for the purpose of parking for its employees and not more than 35 MPB employees, with the right of occupancy subject to the completion of the Parking Garage as contemplated herein (the "Parking Garage Sublease"). The total cost of all of the Improvements, which includes the Parking Garage, is subject to the maximum project budget limitation of \$36 Million Dollars. After the City's construction of the Parking Garage, Beau Rivage shall operate the Parking Garage and make all repairs, replacements and improvements, as provided in Section 12(d).

(e) Pedestrian Bridge Construction. For and in consideration of the lease of the Demised Premises by Beau Rivage to the City pursuant to this Ground Lease/Parking Garage Sublease and as a condition to the enforceability of this Ground Lease/Parking Garage Sublease, the City agrees to construct a Pedestrian Bridge across Highway 90 on a portion of the Demised Premises. The total cost of all of the Improvements, which includes the Pedestrian Bridge, is subject to the maximum project budget limitation of \$36 Million Dollars. After the City's construction of the Pedestrian Bridge and, if acceptable to the Mississippi Department of Transportation ("MDOT"), the Pedestrian

Bridge will be dedicated to MDOT, which, if it accepts the dedication, will be responsible for all maintenance, insurance, repairs, replacements and improvements of the Pedestrian Bridge. At the time of such accepted dedication, the Pedestrian Bridge shall be deemed excluded from the definition of Improvements and the Demised Premises. Prior to the time that MDOT accepts dedication of the Pedestrian Bridge; the City shall be responsible for all maintenance, insurance, repairs, replacements and improvements of and to the Pedestrian Bridge.

(f) Concurrent Terms. The terms of the MPB Agreements and the Parking Garage Sublease shall run concurrently with this Ground Lease/Parking Garage Sublease.

(g) Replacement Stadium Sublease. In the event the Stadium Sublease is terminated, the City shall use commercially reasonable efforts to negotiate a new stadium sublease with a Class AA Southern League professional franchise (the "New Stadium Sub-Lessee") to replace the Stadium Sublease and allow the Stadium's continued use by the Club or another Double-A Minor League baseball franchise for home games (the "Replacement Stadium Sublease"). Beau Rivage shall not unreasonably withhold its consent to the Replacement Stadium Sublease so long as the following conditions are met: (i) the Replacement Stadium Sublease is on the same terms and conditions as the Stadium Sublease, (ii) the New Stadium Sub-Lessee enters into a new stadium use agreement with Beau Rivage on the same terms and conditions as the Stadium Use Agreement; (iii) neither the New Stadium Sub-Lessee or any of its principals or affiliates is a Competitor; (iv) the New Stadium Sub-Lessee's business background and reputation shall meet or exceed generally acceptable commercial standards; (v) any necessary approvals of the Southern League, Minor League Baseball or Major League Baseball have been received and (vi) Beau Rivage receives all information necessary to complete a background check on the New Stadium Sub-Lessee and, based on that check, has determined in its sole and exclusive discretion, that such assignee will not cause Beau Rivage or its affiliates to be in violation of any gaming laws or other Legal Requirements or to be subject additional scrutiny, restrictions, conditions, reporting or other similar obligation imposed by the gaming laws or gaming authorities. Upon consent of Beau Rivage, this Ground Lease/Parking Garage Sublease shall be amended so that this Ground Lease/Parking Garage Sublease shall allow for Replacement Stadium Sublease on the portion of the Demised Premises upon which the Stadium is located.

(h) Temporary Use Agreement for Club Operations. In the event of the termination of the Stadium Sublease whereby the Club still desires to play the home games at the Stadium and so long as the City is diligently trying to secure a Replacement Stadium Sublease, Beau Rivage shall enter into a temporary use agreement to allow the operation of the Club and the Stadium in accordance with the uses permitted under the Stadium Sublease and all Legal Requirements by the designee of Minor League Baseball; provided however, that Beau Rivage must still maintain all rights previously afforded to it under the MPB Agreements and the operation does not cause Beau Rivage or its affiliates to be in violation of any gaming laws or other Legal Requirements or to be subject to additional scrutiny, restrictions, conditions, reporting or other similar obligation imposed by the gaming laws or gaming authorities.

(i) Termination if No Replacement Stadium Sublease. In the event the City has not secured a Replacement Stadium Sublease that is approved by Beau Rivage within eighteen (18) months after the termination of the Stadium Sublease, then Beau Rivage may terminate this Ground Lease/Parking Garage Sublease by providing the City with a thirty (30) day notice of

termination. Upon termination, the Demised Premises shall be immediately surrendered to Beau Rivage.

(j) Continued Upkeep and Maintenance. In the event of termination of the Stadium Sublease, the City at its sole cost and expense shall undertake for itself or contract with a third party property management company reasonably acceptable to Beau Rivage (the "Property Management Company") for the maintenance, security and preservation of the Improvements in accordance with standards set forth in Section 12 of this Ground Lease/Parking Garage Sublease. The Property Management Company shall be required to comply with the insurance requirements and carry insurance coverages in the amounts and obtain endorsements reasonably acceptable to Beau Rivage. In the event the City fails to comply with the provisions of this Section 5(k) then Beau Rivage shall be entitled to undertake such actions and the City shall reimburse Beau Rivage all costs and expenses incurred in doing so as Rent upon demand for payment by Beau Rivage.

6. Compliance with Laws and Other Requirements. The City, to the extent required by any and all federal, state, county, municipal and local governmental and quasi-governmental bodies and authorities or departments or joint power authorities thereof having or exercising jurisdiction over the Parties, other persons or the Demised Premises ("Governmental Authority") (taking into account any variances or other deviations properly approved), and at all times throughout the Term of this Ground Lease/Parking Garage Sublease and the Stadium Sublease, shall, in the development, design, and construction of the Improvements, comply with all Legal Requirements. All costs and expenses in connection with the City's obligations under this section shall be paid by the City.

7. Construction. The City shall construct the Improvements in accordance with the terms and conditions set forth in this Ground Lease/Parking Garage Sublease, the Stadium Sublease, and substantially in accordance with approved May 24, 2013, Schematic Plans by Dale Partners, with a total cost of all of the Improvements including the Parking Garage and the Stadium subject to maximum project limitation of \$36 Million Dollars, all Legal Requirements, and to a standard that meets or exceeds the design requirements and standards listed in the Facilities Criteria and the rules, regulations and requirements of Major and Minor League Baseball as provided to the City by MPB (the "League Standards"). All costs and expense associated with the Improvements, including, but not limited to the permitting, design, development and construction thereof, shall be borne and paid for by the City at its sole cost and expense, not to exceed a maximum project limitation of \$36 Million Dollars. Beau Rivage shall have no responsibility or liability in regard to the design, safety, sufficiency, adequacy or legality of the Improvements. The City represents to Beau Rivage that the design, development and construction of the Stadium and all areas of the Improvements will comply with the Americans with Disabilities Act of 1990, as amended (the "ADA"). The City shall, to the extent permitted by law, indemnify and hold Beau Rivage, harmless from and against all of the foregoing. The City shall require Stadium Sub-Lessee to operate the Stadium in compliance with the ADA and all Legal Requirements and the Stadium Sub-Lessee shall indemnify and hold the City and Beau Rivage harmless from and against all of the foregoing. For the purpose of this section, the term "Facilities Criteria" shall mean the document agreed to by the City and MPB attached hereto as Exhibit "X" and each of the items listed therein.

8. Construction Matters.

(a) Commencement and Completion. In a reasonable amount of time after execution of this Ground Lease/Parking Garage Sublease and in no event later than required under the Ground Lease/Parking Garage Sublease, the City shall commence the construction of the Improvements as set forth in Section 7 of this Ground Lease/Parking Garage Sublease and shall use its best efforts to have substantial completion of the Improvements in accordance with Section 7 as evidenced by a certificate of occupancy so that the Improvements may be used for their intended purposes ("Beneficial Occupancy") on or before March 28, 2015.

(b) Approved Plans. Beau Rivage acknowledges and approves the May 24, 2013, Schematic Plans of Dale Partners which shall be used by the City subsequent construction the Improvements on the Demised Premises in accordance of the terms of this Ground Lease/Parking Garage Sublease.

(c) Changes to Plans and Specifications. Proposed changes to the exterior of the Stadium which are expected to exceed One Hundred Thousand Dollars (\$100,000.00) and those which materially affect the approved plans of the Parking Garage and are expected to exceed One Hundred Thousand Dollars (\$100,000.00) shall not be made without the prior written approval of Beau Rivage, provided that no change in plans and specifications may cause the total cost of the Improvements to exceed \$36 Million Dollars.

(d) Barriers; Fencing and Signage. The City shall require that the general contractor provide all necessary and appropriate barriers, fencing, construction signs, security and traffic control at the Demised Premises during the period of construction. The size, design and location of such barriers, fencing, construction signs, security and traffic control and the composition and appearance of any non-moveable construction barriers shall be in compliance with all Legal Requirements and shall be subject to the prior written approval of Beau Rivage, such approval not to be unreasonably withheld, conditioned or delayed if such signage, barriers, fencing, security and traffic control devices are consistent with those included in the plans and specifications. During construction, Beau Rivage reserves the right to place advertisements on such barriers and fencing, such advertising expense to be at its sole cost, subject to City permitting requirements. No other advertising shall be permitted on the Demised Premises during construction unless Beau Rivage has given prior written approval in its sole and absolute discretion.

(e) Casualty. If at any time between the commencement of construction of the Improvements and their completion, a fire or other casualty damages or destroys the Improvements, the City shall be entitled to draw the proceeds of the insurance for such damage or destruction for the purposes of reconstruction.

(f) Liens. The Demised Premises shall at all times be kept free of mechanics' and materialmen's liens.

9. Title to Improvements. Except as otherwise provided herein, all Improvements constructed on the Demised Premises by the City as permitted by this Ground Lease/Parking

Sublease shall be owned by the City. Upon expiration or termination of Ground Lease/Parking Garage Sublease, ownership of the Improvements shall be determined in accordance with Section 21 of this Ground Lease/Parking Garage Sublease.

10. Taxes.

(a) Land. Beau Rivage will annually pay ad valorem taxes assessed as to the value of the real property which comprises the Demised Premises as determined by the tax assessor's rolls of Harrison County, Mississippi, as well as all ad valorem taxes assessed as to the value of the Beau Rivage's personal property and leasehold interest in the Parking Garage as Sub-Lessee as it becomes due and prior to its delinquency.

(b) Other Property and Improvements. Beau Rivage acknowledges that, simultaneously with the execution of this Ground Lease/Parking Garage Sublease, the City will execute the Stadium Sublease and that Stadium Sublease shall require the Stadium Sub-Lessee to pay all ad valorem taxes on its personal property and its leasehold interest in the Stadium and related Improvements as they become due and prior to its delinquency.

11. Utilities. The City shall or cause any of its sub-lessees to pay, as they become due and payable and before they become delinquent, all charges for electricity, gas, fuel, garbage removal, water, telephone and any other utility service furnished to the Stadium during the Term. Beau Rivage, as sub-lessee of the Parking Garage, shall pay all utilities utilized or associated with the Parking Garage. In the event the North End Premises are used for additional parking for the Stadium prior to any development, the City or the sub-lessee, shall pay all charges for utilities servicing the North End Premises.

12. Maintenance and Capital Repairs.

(a) Maintenance. The City and the Stadium Sub-Lessee shall, at their own cost and expense, maintain the Demised Premises, including any parking areas, landscaping and grounds located on the remainder of the Demised Premises, in good repair and in accordance with League Standards and all Legal Requirements and shall take all actions and shall make all foreseen and unforeseen and ordinary and extraordinary repairs, replacements, improvements and capital repairs which may be required in connection therewith. Beau Rivage shall not be required to maintain, repair or replace any portion of the Demised Premises or any facilities or utilities used by the City or Stadium Sub-Lessee in connection with the Demised Premises. The City and the Stadium Sub-Lessee waives any right to require Beau Rivage to maintain, repair or replace any portion of the Demised Premises or to make repairs at the expense of Beau Rivage, except as provided in subsection 12(d).

(b) Capital Repairs and Improvements. Annually, the City shall, in conjunction with the Stadium Sub-Lessee, prepare and deliver to Beau Rivage an ongoing three-year Capital Maintenance and Repair Plan. The City shall also perform a periodic structural review of the Improvements every ten (10) years to ensure that the Improvements maintain their structural integrity in compliance with all Legal Requirements. For the purpose of this Ground Lease/Parking Garage Sublease, "Capital Maintenance and Repair" shall be defined as provision

of all labor and materials which are required to repair, restore and/or replace, when necessary, all structural components, systems components or parts of the Stadium. Structural components include but are not limited to all foundations, footings, structural members, piers, columns, walls, roofs, ramps and steps. Systems components include but are not limited to, heating, ventilating, air conditioning, plumbing, electrical, gas and water systems, escalators and elevators. Examples of Capital Maintenance and Repair include, without limitation, the following:

(i) Replacement and/or refurbishment and/or overhaul of HVAC, plumbing, electrical, water and sewerage, fire systems (including, without limitation, fire pumps and motors, wet and dry sprinkler distribution piping and sprinkler heads).

(ii) Repair and/or replacement of cracked and/or disintegrated concrete spalling, broken pipes floor drains, traps and associated piping and/or leaking roofs and/or ceilings and/or sections thereof, unless they consist of routine repairs;

(iii) Repairs due to electrical failures including lightning strikes, utility surges or short circuits in risers, panels, disconnects, transformers, circuit boards, main switches and overload protection and control hardware; and,

(iv) Elevator operational, safety and performance upgrades required by code changes or direction of City inspector.

(c) Capital Improvements Prior to Renewal Term. Prior to the exercise of any Renewal Term, the City shall or shall require Stadium Sub-Lessee to make capital improvements to the Stadium pursuant to this Ground Lease/Parking Garage Sublease to insure that the Stadium is in compliance with the then existing Facilities Criteria of Minor League Baseball.

(d) Parking Garage Repair, Maintenance. Beau Rivage as sub-lessee of the Parking Garage shall, at its own cost and expense, maintain all parts of the Parking Garage, including any parking areas, landscaping and grounds located on or adjacent to the Parking Garage (subject to the City's obligation respecting the Pedestrian Bridge prior to dedication to and acceptance by MDOT, as provided in Section 2(e) herein) in good repair and shall take all actions and shall make all foreseen and unforeseen and ordinary and extraordinary repairs, replacements and improvements which may be required to keep all parts of the Parking Garage and adjacent grounds in good repair. The City shall not be required to maintain, repair or replace any portion of the Parking Garage or any facilities or utilities used by Beau Rivage as sub-lessee in connection with the Parking Garage. Beau Rivage, as sub-lessee of the City, waives any right to require the City to maintain, repair or replace any portion of the Parking Garage or to make repairs at the expense of the City.

13. Alterations and Signage. After completion of construction, the City and the Stadium Sub-Lessee shall have the right to make alterations to the interior of the Stadium. Any alterations to the Stadium that would materially change the exterior appearance of the Stadium which would exceed One Hundred Thousand Dollars (\$100,000.00), and material changes to the Parking Garage or the Pedestrian Bridge which are expected to exceed One Hundred Thousand Dollars (\$100,000.00) shall require Beau Rivage's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any and all signage and advertising located on

the exterior of the Demised Premises must be approved in writing by the Beau Rivage, in its reasonable discretion, prior to installation.

14. Liens.

(a) Non-Responsibility. Notice is hereby given that, except for liens created by acts or omissions of Beau Rivage, Beau Rivage shall not be liable for any labor, services or materials furnished or to be furnished to the City, or to anyone (other than Beau Rivage) holding an interest in the Demised Premises or any part thereof through or under the City or any of its sub-lessees, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Beau Rivage in and to the Demised Premises. Beau Rivage shall have the right to post and record notices of no responsibility, in the form of signs or similar notices on the Demised Premises in order to protect the Demised Premises against any such liens. The City or its sub-lessees, in all instances, shall be the party(ies) contracting for labor, services or materials in connection with the construction of the Improvements.

(b) Discharge of Liens. The City or its sub-lessees, as applicable, shall pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Demised Premises, and for all materials furnished in connection with such work. In addition, within the limitations of the law, the City or its sub-lessees agrees to indemnify and hold Beau Rivage harmless from and against all liabilities, liens, claims and demands on account of such work. If any such lien is filed against the Demised Premises, the City or its sub-lessees will cause such lien to be discharged of record within thirty (30) days after the filing of such lien unless the City or its sub-lessees are contesting such lien in accordance with the provisions of this Ground Lease/Parking Garage Sublease. If a final non-appealable judgment establishing the validity or existence of a lien for any amount is entered, the City or its sub-lessee shall immediately satisfy such lien. If the City or its sub-lessee fails to pay any charge for which such a lien has been filed, and does not provide the security required by Beau Rivage, Beau Rivage may, at its option, pay such charge and related costs and interest, and the amount so paid, together with attorneys' fees and disbursements of counsel incurred in connection therewith, shall be immediately due from the City or its sub-lessee to Beau Rivage as "Additional Rent".

15. Permitted Contests. The City shall not be required, nor shall Beau Rivage have the right, to pay, discharge or remove any tax, assessment, levy, fee, charge, lien or encumbrance, or to comply with any Legal Requirement applicable to the Demised Premises or the use thereof, as long as the City or its sub-lessee is contesting in good faith, in the name of or on behalf of Beau Rivage or the City or its sub-lessee, as appropriate, the existence, amount or validity thereof by appropriate proceedings which do not subject Beau Rivage to the risk of any adverse action by any gaming authorities, any criminal liability or material civil liability and which shall prevent (i) the collection of or other realization upon the tax, assessment, levy, fee, charge, lien or encumbrance so contested, (ii) any fine, penalty or interest from being imposed on any taxes, and (iii) the sale, forfeiture or loss of the Demised Premises. If the City or its sub-lessee desire to contest any such matter, the City or its sub-lessee shall provide such security as is required, if any, by any lender who holds a first mortgage or deed of trust on the City's or its sub-lessee's leasehold interest in the Demised Premises or if no such lender exists, then the City or its sub-lessee shall provide an irrevocable letter of credit, surety bond or other security

satisfactory to Beau Rivage to ensure ultimate payment of such tax, assessment, levy, fee, charge, lien or encumbrance and compliance with Legal Requirements, and to prevent any sale or forfeiture of the Demised Premises or any portion thereof. The City or its sub-lessee shall be entitled to retain any refund, plus interest thereon, attributable to the abatement, discharge or removal of any tax, assessment, levy, fee, charge, lien or encumbrance or any compliance with Legal Requirements; provided, however, that any refund attributable to taxes paid by Beau Rivage shall be paid to Beau Rivage.

16. Insurance.

(a) Beau Rivage Insurance. Throughout the Term, Beau Rivage shall provide and maintain, at its expense, the policies of insurance and coverages set forth on Schedule 1 of this Ground Lease/Parking Garage Sublease which shall protect the City from any claim, damage, liability loss, or expense to persons or property (hereinafter, "Claims") caused by, resulting from, arising out of or in connection with Beau Rivage's or its permittee's use of the Parking Garage or the Beau Rivage Use Facilities or its duties and obligations pursuant to this Ground Lease/Parking Garage Sublease.

(b) City Insurance. The City intends to provide, at its expense, the initial policies of insurance and coverages as set forth on Schedule 2 of this Ground Lease/Parking Garage Sublease. After the expiration of the first year and continuing on an annual basis, the City shall also disclose to Beau Rivage the amounts of its renewal insurance coverage, which coverage may change from time to time.

(c) Insurance During Design and Construction. Prior to the commencement of any work on the Demised Premises, the City shall require all contractors that perform work on the Demised Premises to provide and maintain, at no expense to Beau Rivage, the policies of insurance and coverages as set forth on Schedule 3 to this Ground Lease/Parking Garage Sublease. During the time which the Improvements are under original construction, the City shall provide and maintain (or cause its architect and general contractor/subcontractors to provide and maintain) the policies of insurance which shall protect the architect, general contractor (and its subcontractors), the City, MPB and Beau Rivage from any Claims caused by, resulting from, arising out of or in connection with the design and construction of the Improvements in commercially reasonable and customary amounts (the "Initial Construction Insurance Requirements").

(d) Stadium Sub-lessee Insurance. The Stadium Sublease shall include an indemnity provision that requires the Stadium Sub-Lessee to provide at its expense, policies of insurance and coverage's subject to Beau Rivage's approval.

17. Indemnification.

(a) Indemnification Obligations of the City. The City shall, to the fullest extent permitted by law, indemnify Beau Rivage and its parent company, subsidiaries and affiliates, and their respective officers, directors, agents and employees (the "Beau Rivage Indemnified Parties") and shall also indemnify, to the fullest extent permitted by law, MPB, and its subsidiaries and affiliates, and their respective officers, directors, agents and employees (the "MPB Indemnified

Parties", from and against any and all Losses incurred in connection with or arising directly or indirectly, in whole or in part, out of (i) the death of any person or any injury, accident, loss or damage whatsoever caused to any person or to the property of any person which may occur on or adjacent to the Demised Premises and which may be caused by any negligent acts or omissions of the City or its agents, or (ii) any default by the City in the observation or performance of any of the terms, covenants or conditions of this Ground Lease/Parking Garage Sublease to be observed or performed on the part of the City. The City's total liability to Beau Rivage and their related Indemnified Parties and to the MPB Indemnified Parties for any Losses caused in part by the fault of the City shall not exceed the percentage share that the City's fault bears to the total fault of all entities and individuals adjudicated to be at fault as determined on the basis of comparative fault principles. For the purposes of this Article 17, "Losses" shall mean all costs, expenses, claims, demands, liabilities, damages, and expenses (including attorneys' fees).

(b) Indemnification Obligations of Stadium Sub-Lessee. The Stadium Sublease shall include an indemnity provision that requires the Stadium Sub-Lessee to indemnify Beau Rivage Indemnified Parties and the City and its Mayor, Council members, agents and employees, from and against any and all Losses incurred in connection with or arising directly or indirectly, in whole or in part, out of (i) the death of any person or any injury, accident, loss or damage whatsoever caused to any person or to the property of any person which may occur on or adjacent to the Demised Premises and which may be caused by any negligent acts or omissions of the Stadium Sub-Lessee or its Agents, (ii) Stadium Sub-Lessee's negligence, or (iii) any default by the Stadium Sub-Lessee in the observation or performance of any of the terms, covenants or conditions of this Ground Lease/Parking Garage Sublease or the Stadium Sublease to be observed or performed on the part of the Stadium Sub-Lessee. The Stadium Sub-Lessee's total liability pursuant to this section shall not exceed the percentage share that the Stadium Sub-Lessee's fault bears to the total fault of all entities and individuals adjudicated to be at fault as determined on the basis of comparative fault principles.

(c) Indemnification Obligations of Beau Rivage. Beau Rivage shall indemnify the City and its Mayor, Council members, agents and employees, as well as MPB and its subsidiaries and affiliates, and their respective officers, directors, agents and employees from and against any and all Losses incurred in connection with or arising directly or indirectly, in whole or in part, out of the negligent acts or omissions of Beau Rivage or its agents; the death of any person or any injury, accident, loss or damage whatsoever caused to any person or to the property of any person which may occur on the Demised Premises and which may be caused by any negligent acts or omissions of Beau Rivage or its Agents, and Beau Rivage's negligence. Beau Rivage's total liability pursuant to this section shall not exceed the percentage share that Beau Rivage's fault bears to the total fault of all entities and individuals adjudicated to be at fault as determined on the basis of comparative fault principles.

18. Default.

(a) General. Except as otherwise specifically set forth herein, when any party hereto shall breach, violate, or fail to fully perform any material term or provision herein contained, the non-breaching party shall have the right to pursue any right available at law or in equity.

(b) Termination Defaults. In the event of any of the defaults set forth in this Section 18 (b) (i)-(iv) (the "Termination Defaults") remain uncured for a period of thirty (30) days after Beau Rivage gives written notice to the City, then Beau Rivage shall be entitled to terminate this Ground Lease/Parking Garage Sublease after giving the City written notice of such termination and the City shall cause the Demised Premises to be surrendered to Beau Rivage. The following shall be termination defaults:

- (i) a City default under the Stadium Sublease entitling the Stadium Sub-Lessee to terminate the Stadium Sublease;
- (ii) Beau Rivage obtains a judgment against the City for monies due under this Ground Lease/Parking Garage Sublease and the judgment remains unpaid for a period of ten (10) days after the entry of the judgment;
- (iii) the abandonment of the Stadium as evidenced by the failure of the Stadium to be used for its intended purposes for a period of eighteen (18) or months; or
- (iv) a breach by the City of Section 3 (as it relates to the Beau Rivage Use Facilities), 4 (Permitted Use), 5(d) (Continued Use of Parking Garage), 14 (Liens), 16(b) (City Insurance) or 32(g) (Assignment).

(c) Continued Use Under Stadium Sublease and Use Agreement. In the event of termination of this Ground Lease/Parking Garage Sublease due to a default of the City, then so long as MPB is not in default under the Stadium Sublease and Use Agreement, Beau Rivage shall permit MPB to continue to utilize the Stadium under the terms of the Stadium Sublease, provided that MPB continues to pay the City the Base Rent and the per ticket sold charge as set forth in Section 10 of the Stadium Sublease and Use Agreement and on Exhibit "R" to the Stadium Sublease and Use Agreement, subject in each case to the provisions of Section 18(d) below.

(d) In the event of termination of this Ground Lease/Parking Garage Sublease Agreement or Stadium Sublease and Use Agreement for any reason, including fault of the City, then Beau Rivage may: (i) choose to demolish the Improvements at its own cost; or (ii) continue to use the Stadium so long as the Beau Rivage or any third party operator or lessee of the Stadium continues to collect and pay to the City any amounts received from a per ticket sold charge defined as "Additional Rent" in Section 10 of the Stadium Sublease and Use Agreement and on Exhibit "R" to the Stadium Sublease and Use Agreement. The City shall utilize the Additional Rent to retire the debt service and to repay any grant refund due which are attributable to the bonds and grants issued and received by the City and which were used to initially construct the Improvements, or to make to subsequent repairs or capital improvements to the Improvements. After all such bonds and grants are repaid, the obligation to pay Additional Rent from per ticket sold charges shall cease. Notwithstanding anything to the contrary contained herein, in no event shall Beau Rivage have any obligation to retire the debt service or repay any grant refund attributable to the bonds and grants issued and received by the City to

construct the Improvements, other than collection of the per ticket sold charge by Beau Rivage, from a third party operator or lessee of the Stadium and the payment of such amounts as "Additional Rent" to the City. In the event Beau Rivage has chosen to continue to use the Stadium as set out above, and utilizes it a manner that generates revenue without generating "Additional Rent" then Beau Rivage will pay to the City Twenty Five Percent (25%) of such Stadium revenues, until said debt service and grant refund obligations of the City shall cease. For the purposes of this section, "Stadium revenues" shall mean concessions and merchandise sold within the Stadium.

19. Condemnation.

(a) Taking. If, by an exercise of the right of eminent domain or by conveyance made in response to the threat thereof (in either case, a "Taking"), all or any portion of the Demised Premises is taken, this Ground Lease/Parking Garage Sublease shall, at the election of the City (or at the election of Beau Rivage if all or substantially all of the Demised Premises are taken), be terminated on the earlier of (i) the vesting of title to the Demised Premises in the condemning authority, or (ii) the taking of possession of the Demised Premises by the condemning authority (in either case the "Date of Taking"). Beau Rivage, MPB and the City shall then divide the net award based on any Taking of the Demised Premises (i.e., the total award less costs of obtaining the award, including attorneys' and appraisers' fees) by first retiring any outstanding bonds issued by the City for the construction of the Improvements, and then any remaining amount shall be divided based on their respective interests in the Demised Premises and the Improvements located thereon, as determined by agreement or by any court of competent jurisdiction, but subject to the rights of any party who holds a valid lien against any of their interests in the Demised Premises; and provided, however, that such respective interests shall be appraised as if (i) this Ground Lease/Parking Garage Sublease had not been terminated, and (ii) the City were permitted to continue to operate the Demised Premises for the Permitted Uses under this Ground Lease/Parking Garage Sublease for the remaining Term.

(b) Restoration of Improvements. If the City has not terminated this Ground Lease/Parking Garage Sublease because of a Taking, the City shall promptly take all actions which may be necessary to restore any Improvements on the Demised Premises.

(c) The City's Award. In connection with any Taking subject to this Section 19, the City may prosecute its own claim by separate proceedings against the condemning authority for additional damages legally due to it (such as the loss of fixtures which the City was entitled to remove and relocation expenses).

(d) MPB Award. In connection with any Taking subject to this Section 19, MPB may prosecute its own claim by separate proceedings against the condemning authority for additional damages legally due to it (such as the loss of fixtures which MPB was entitled to remove and relocation expenses).

20. Damage by Fire or Other Casualty. If the Improvements on the Demised Premises are substantially damaged or destroyed, the City may terminate this Ground

Lease/Parking Garage Sublease by delivering written notice to Beau Rivage within ninety (90) days of the date of such damage.

If the City terminates this Ground Lease/Parking Garage Sublease because of any such damage or destruction, the City will either utilize all insurance proceeds it receives because of such damage and destruction first to satisfy any outstanding bonds and applicable grant refund requirements and then either to remove such debris from the Demised Premises as may be possible given the amount of proceeds recovered or the City will assign the insurance proceeds to Beau Rivage for the removal of debris in any manner determined by Beau Rivage.

If the City does not terminate this Ground Lease/Parking Garage Sublease because of any damage or destruction to Improvements on the Demised Premises, the City shall promptly restore such Improvements pursuant to (i) plans and specifications which are substantially similar to the plans and specifications that were used initially to construct the Stadium and the Parking Garage (with such modifications as may be required by land use, building and life safety laws, codes and ordinances then in effect), or (ii) plans and specifications approved by Beau Rivage, which approval shall not be unreasonably withheld or delayed.

21. Surrender. Upon the expiration of the Term, all Renewal Terms or earlier termination of this Ground Lease/Parking Garage Sublease, Beau Rivage shall have the same options as provided in Section 18(d) above.

22. Inspection and Further Subleasing.

- (a) Premises. Beau Rivage and its representatives may enter the Demised Premises at any reasonable time in order to inspect, examine or protect the Demised Premises.
- (b) Sublease, Concession and License Agreements. The City shall not allow the Stadium Sub-Lessee to enter into subleases, concession agreements, license agreement or any other agreement by which a person acquires the right to occupy the Demised Premises ("Stadium Sublease Tenant") without the consent of Beau Rivage, which consent Beau Rivage shall not unreasonably withhold so long as: (i) neither the Stadium Sublease Tenant or any of its principals or affiliates is a Competitor; (ii) the Stadium Sublease Tenant's business background check and reputation shall meet or exceed generally accepted commercial standards; and (iii) Beau Rivage receives all information necessary to complete a background check on the Stadium Sublease Tenant and, based on that check, has determined in its sole and exclusive discretion that such assignee will not cause Beau Rivage or its affiliates to be in violation of any gaming laws or other Legal Requirements or to be subject to additional scrutiny, restrictions, conditions, reporting or other similar obligation imposed by the gaming laws or gaming authorities. All agreements permitting a Stadium Sublease Tenant shall include Beau Rivage's standard provision allowing for termination in the event any of the MGM Group (as defined below) privileged licenses are jeopardized by Stadium Sublease Tenant.

23. Environmental Indemnity.

(a) Indemnity of Beau Rivage. The City shall require any contractor that performs work on the Demised Premises and any Stadium Sub-Lessee other than Beau Rivage to indemnify, hold harmless and, at Beau Rivage's option, defend (with counsel satisfactory to Beau Rivage) Beau Rivage, Beau Rivage's affiliates and all of their respective directors, officers, employees, agents and contractors from and against any claims, judgments, liens, damages, penalties, fines, expenses, liabilities or losses arising during or after the Term which are in any way related to any leak, spill, release, discharge, emission or disposal of Hazardous Substances (as defined herein) affecting the Demised Premises which occurs during the Term, unless the Hazardous Substances are present solely as a result of the actions or inactions of Beau Rivage, Beau Rivage's affiliates or any of their respective directors, officers, employees, agents or contractors or unless such Hazardous Substances were present on the Demised Premises prior to the Effective Date.

(b) Indemnity of the City. As of the date of the Effective Date, Beau Rivage hereby agrees to indemnify, hold harmless and, at the City's option, defend (with counsel satisfactory to the City) the City, the City's affiliates and all of their respective directors, officers, employees, agents and contractors from and against any claims, judgments, liens, damages, penalties, fines, expenses, liabilities or losses attributable to any activity or condition existing prior to the Effective Date and related to any leak, spill, release, discharge, emission or disposal of Hazardous Substances affecting the Demised Premises.

(c) Scope of Indemnity. The indemnification, reimbursement and defense obligations set forth above shall include, without limitation, costs incurred in connection with:

- (i) Hazardous Substances present or suspected to be present in the soil, ground water or soil vapor on or under the Demised Premises; or
- (ii) Hazardous Substances that migrate, flow, percolate, diffuse or in any way move onto, under or from the Demised Premises; or
- (iii) Hazardous Substances present on or under the Demised Premises as a result of any discharge, dumping or spilling (accidental or otherwise) onto the Demised Premises by any person, corporation, partnership or entity.

These indemnification, reimbursement and defense obligations shall also specifically cover, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Governmental Authority or other third party because of the presence or suspected presence of Hazardous Substances in the soil, ground water, and soil vapor on or under the Demised Premises. Those costs may include, but are not limited to, diminution in the value of the Demised Premises, damages for the loss or

restriction on use of any portion of the Premises, sums paid in settlements of claims, attorneys' fees, consultants' fees and experts' fees.

The obligations under this Section 23 shall survive the expiration or termination of this Ground Lease/ Parking Garage Sublease and/or any transfer of all or any portion of the Demised Premises or of any interest in this Ground Lease/Parking Garage Sublease, and shall be governed by the laws of the State of Mississippi. "Hazardous Substances" means, without limitation: (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), the Resource Conservation and Liability Act, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et. Seq., and in the regulations promulgated pursuant to said laws; (b) those substances listed in the United States Department of Transportation Table (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. part 302 and amendments thereto); (c) any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated byphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251 et seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1317), (v) flammable explosives, or (vi) radioactive materials; and (d) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws.

24. Beau Rivage Access Rights.

Beau Rivage shall have the following access rights in connection with access to the Demised Premises:

(a) The right to access the Demised Premises to use the Beau Rivage Use Facilities as set forth in Section 3 of this Ground Lease/Parking Garage Sublease.

(b) Upon reasonable prior notice (which may be oral) and except in emergency situations or in situations in which, under applicable law, Beau Rivage is not required to give any advance notice, Beau Rivage shall have the right of access to the Demised Premises to the extent reasonably necessary to carry out its rights and responsibilities under this Ground Lease/Parking Garage Sublease, and to verify that the City is fulfilling its obligations under this Ground Lease/Parking Garage Sublease, including, but not limited to, the inspection of the work being performed.

(c) All entries upon the Demised Premises during the construction period pursuant to this section shall comply with all reasonable safety and identification requirements (specifically including without limitation obtaining any identification or access badges in accordance with any access control program) it being recognized that construction sites present inherent risks of injury, particularly to visitors not familiar with conditions on the Demised Premises.

25. Quiet Enjoyment. So long as the City and Stadium Sub-Lessee performs each and every term, condition and covenant to be performed and observed by the City and Stadium Sub-

Lessee hereunder, Beau Rivage shall not interfere with the City's and Stadium Sub-Lessee's quiet use and possession of the Demised Premises against the claims of all persons or entities claiming by, through or under Beau Rivage.

26. North End Premises Development. It is the intent of the parties that the North End Premises be developed for commercial purposes. The parties intend that the North End Premises will be developed cooperatively between the City, Beau Rivage and Overtime, with Overtime having a time period of thirty-six (36) months from the date of Beneficial Occupancy to contract with developer(s) for the purposes of developing the North End Premises. Upon agreement as to any development of the North End Premises, this Ground Lease/Parking Garage Sublease and/or Stadium Sublease shall be amended to include the agreed upon terms and the parties shall not unreasonably withhold, condition or delay their consent to such amendments, provided all such agreements and amendments comply with all applicable Mississippi laws, including those governing the disposition of municipal property. The City and MPB shall cooperate with, and comply with the reasonable request of Beau Rivage from time to time, in connection with Beau Rivage's the City and Overtime's efforts to develop the North End Premises, including, but not limited to, a developer's obtaining any financing and the City shall consent to amendments of this Ground Lease/Parking Garage Sublease providing among other things, customary lender protection provisions. The parties acknowledge that the North End Premises may be subleased in one or more parcels. Notwithstanding anything to the contrary contained herein, any proposed development or actual development by Overtime, or any third party or North End Premises sub-lessee located by Overtime, shall be subject to Beau Rivage's consent, which consent may be withheld in Beau Rivage's sole and absolute discretion. Any costs of relocation of any Beau Rivage Facilities located on the North End Premises shall be the responsibility of the North End Premises Developer.

27. Naming Rights and Competitor Covenants.

(a) Naming Rights. Beau Rivage shall have the exclusive right to the naming rights to the Stadium. Notwithstanding the foregoing, MPB and the League shall have the right to approve any such Naming Rights designation in advance, such approval not to be unreasonably withheld, conditioned or delayed, and MPB shall have the right to approve or disapprove any name selected for the Stadium, such approval not to be unreasonably withheld, conditioned or delayed. All signage associated with the naming rights shall be maintained by the City or MPB at Beau Rivage's cost, including the cost of electricity utilized by such signage, except for any signage which may be provided for in the approved initial plans and specifications, specifically the May 24, 2013, Schematic Plans by Dale Partners. The City retains the right and all revenues associated therewith to name the field located within the Stadium. The City shall have the right to sell or assign the field naming rights to a third party; however, the City shall not sell or assign the naming rights to the field to a Competitor of Beau Rivage. A purchase or assignment of the field naming rights does not preclude or limit the sale or assignment of advertising rights by MPB in the Stadium to any seller of goods, services or products the same or similar to those offered or sold by the naming rights purchaser and the naming rights purchaser is not preclude or limited from purchasing other advertising rights or space from MPB because of the purchase of the field naming rights. In the event of a sale or assignment, the party to whom the naming rights to the field are sold or assigned shall be responsible for all signage, including, but not

limited to, all construction, maintenance and electricity usage associated with said signage. The field naming rights purchaser shall be entitled to a minimum of three (3) signs located within the Stadium, the locations of which shall be approved by MPB and which do not interfere with the operation of baseball and which approval shall not be unreasonably delayed, conditioned or withheld.

(b) Competitor Covenants. Neither the City, MPB or any other person shall enter into any contract to license, sublease, "4-wall" or otherwise occupy any portion of the Demised Premises with a Competitor of Beau Rivage without Beau Rivage's prior written consent which may be withheld in Beau Rivage's sole and absolute discretion. Neither the City, MPB nor any other person shall enter into any contract that provides advertising or signage rights, including but not limited to, field naming rights, to the Demised Premises or any portion thereof to a Competitor. Neither the City, MPB or any other person shall enter into any contract or grant any rights with respect to the operation of any portion of the Demised Premises to a Competitor without Beau Rivage's prior consent which may be withheld in Beau Rivage's sole and absolute discretion. Notwithstanding the above, MPB or another permitted sub-lessee may enter into agreements for Stadium suites, premium seating, ticket sales, preferred parking, video board/scoreboard advertising, and video board/scoreboard signage and outfield signage sponsorship opportunities with a Competitor so long as such agreements are on commercially reasonable terms as offered to parties that are not Competitors. In addition and notwithstanding the foregoing, upon Beau Rivage's consent, which consent shall not be unreasonably, withheld, conditioned or delayed, Competitors may be allowed to sponsor or hold events in the Stadium provided members of the general public are offered admission at a cost consistent with the costs for other events held by the Stadium Sub-Lessee. For the purposes of this Lease "Competitor" shall mean any individual, corporation, partnership, limited liability company or other entity which is either directly, indirectly or through an affiliated company or principal, engaged in or proposes to engage in the development, ownership, operation or management of gaming facilities. Such agreements may not diminish per ticket sold charges defined as "Additional Rent" in Section 10 of the Stadium Sublease and Use Agreement and on Exhibit "R" to the Stadium Sublease and Use Agreement due to the City.

28. Compliance With Legal Requirements. The City shall comply with all zoning, building, health, safety, environmental or other laws, rules, regulations, ordinances, codes, orders or determinations of any federal, state or local unit Governmental Authority which has jurisdiction over the Demised Premises, whether now in effect or hereafter enacted (hereinafter collectively called "Legal Requirements").

29. Easements. If any easements on, over or under the Demised Premises or other property of Beau Rivage must be granted in order for the City to use the Demised Premises for the Permitted Uses, including but not limited to the Pedestrian Bridge, Beau Rivage shall, upon request of the City, and at the City's expense, execute any instruments required to establish such easements, at locations which will minimize insofar as is reasonably practicable the effect of such easements on the Demised Premises or other property of Beau Rivage; provided that such easements do not materially burden or impair the fair market value of the Demised Premises or other property of Beau Rivage for the purposes for which it is or may reasonably be expected to be held. The City agrees to cooperate with and execute any instruments which are necessary for Beau Rivage to obtain, grant or modify any easements (including, without limitation, any access,

utility, drainage, storm water holding or ponding easements) on, over or under the Demised Premises that may be required for the use or development of the Demised Premises or any other property in the proximity of the Demised Premises which is owned by Beau Rivage or any affiliate of Beau Rivage; provided that such easements shall not prevent the construction or maintenance of the Stadium.

30. Holding Over. No Holding Over.

31. No Representations or Warranties. Beau Rivage and the City acknowledge that, except as expressly set forth herein, Beau Rivage and the City and their officers, agents, representatives and attorneys have made no representations, warranties or promises whatsoever regarding the Demised Premises, the conditions of the Improvements thereon (if any), the location of the boundary between the Demised Premises and the surrounding land, the availability of any utilities or access to the Demised Premises or any other matter in connection with the making of this Ground Lease/Parking Garage Sublease. Beau Rivage and the City are not relying upon any representations, warranties, promises or agreements other than those contained in this Ground Lease/Parking Garage Sublease.

32. Miscellaneous.

(a) Survival. All provisions of this Ground Lease/Parking Garage Sublease, which by their terms provide for or contemplate obligations or duties which are to extend beyond the expiration or termination of this Ground Lease/Parking Garage Sublease (and the corresponding rights of the other party to enforce or receive the benefit of such obligations or duties), shall survive the expiration or termination of this Ground Lease/Parking Garage Sublease.

(b) Amendments: Waiver. Any amendment, change or modification of this Ground Lease/Parking Garage Sublease shall be void unless in writing and signed by all parties. No failure or delay by any party in exercising any right, power or privilege hereunder, and no course of dealing between or among any of the parties, shall operate as a waiver of any such right, power or privilege. No waiver of any default on any one occasion shall constitute a waiver of any subsequent or other default. No single or partial exercise of any such right, power or privilege shall preclude the further or full exercise thereof.

(c) Notices. All notices, demands, requests and other communications required or permitted to be given by any provision of this Ground Lease/Parking Garage Sublease shall be in writing (the term "writing" shall include facsimile, electronic mail or other electronic transmission) and sent by (i) first class, regular, registered or certified mail; (ii) nationally recognized overnight delivery service; (iii) hand delivery; or (iv) facsimile or electronic mail; provided that if notices are sent by facsimile or electronic mail, the copies of the notices provided by facsimile or electronic mail must also be delivered by the methods described in (i) through (iii) above, to the party to be notified addressed as follows:

If to Beau Rivage:

Beau Rivage Resorts, Inc., d/b/a Beau Rivage
Resort and Casino
875 Beach Boulevard
Biloxi, MS 39530
Attn: General Manager

Telephone: (228) 386-7128

With a Required Copy To:

Beau Rivage Resorts, Inc, d/b/a Beau Rivage
Resort and Casino
875 Beach Boulevard
Biloxi, MS 39530

Attn: General Counsel

Telephone: (228) 386-7128

And

MGM Resorts International
3950 Las Vegas Blvd., South
Las Vegas, Nevada 89119

Attn: Corporate Legal

With a Required Copy to:

Mississippi Professional Baseball, LLC
c/o Purdie & Metz, PLLC
P. O. Box 2659
Ridgeland, MS 39158-2659

Attn: Robert F. Wood, Esq.

Telephone: (601) 953-5760

Facsimile: (601) 957-2449

Email: rwood@purdieandmetz.com

If to the City:

City of Biloxi
P. O. Box 429
Biloxi, MS 39533-0429
Attn: Office of Mayor

Telephone: (228) 435-6254
Facsimile: (228) 435-6129

Email: mayor@biloxi.ms.us

With a Required Copy to:

David Nichols
P. O. Box 429
Biloxi, MS 39533-0429

Attn: Chief Administrative Officer

Telephone: (228) 435-6254
Facsimile: (228) 435-6129

Email: dnichols@biloxi.ms.us

Any party to this Ground Lease/Parking Garage Sublease may change such party's address for the purpose of notice, demands, requests and communications required or permitted under this Agreement by providing written notice of such change of address to all of the parties by written notice as provided herein.

(d) MGM Licenses. The City hereby (a) acknowledges that Beau Rivage and its respective parents, subsidiaries, partnerships, joint ventures and other affiliates (collectively, the "MGM Group") are engaged in businesses that are or may be subject to and exist because of privilege licenses or other permits issued by governmental authorities or other sovereignties; and (b) agrees to use commercially reasonable efforts to refrain from taking any actions that are that would be reasonably likely to cause such privilege licenses or other permits terminate or not be renewed; and (c) agrees to cooperate with the MGM Group, as reasonably requested on a confidential basis, and at no out-of-pocket cost or expense, to provide information reasonably necessary to enable the MGM Group to respond to any requests for information in connection with preservation of such privilege licenses or other permits and to comply with any regulations applicable to the MGM Group.

(e) Designated Contact Person. The designated person(s) for Beau Rivage is Jeff Abel, who will be the liaison between the City and Beau Rivage during the construction of the Improvements after the completion of construction.

(f) Counterparts. This Ground Lease/Parking Garage Sublease may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which shall be considered together as one and the same instrument. Further, in making proof of this Ground Lease/Parking Garage Sublease, it shall not be necessary to produce or account for more than one (1) such counterpart. Execution by a party of a signature page hereto shall constitute due

execution and shall create a valid, binding obligation of the party so signing, and it shall not be necessary or required that the signatures of all parties appear on a single signature page hereto.

(g) Assignment. This Ground Lease/Parking Garage Sublease shall be binding upon and inure to the benefit of each of the parties and their respective representatives, successors, and permitted assigns. With the exception of the Stadium Sublease and Use Agreement which shall be considered a permitted assignment of the rights of the City, the City may not assign this Ground Lease/Parking Garage Sublease or any of its respective rights, interests or obligations hereunder without the prior written consent of Beau Rivage, which may be withheld in its sole and absolute discretion. Without limitation to the foregoing, this Ground Lease/Parking Garage Sublease shall not be assigned, conveyed or transferred (including by operation of law, change of control or merger) to any Competitor of Beau Rivage or any affiliate or principal of any Competitor of Beau Rivage.

(h) Entire Agreement. This Ground Lease/Parking Garage Sublease and the documents and instruments to be delivered pursuant hereto constitute the entire agreement between the parties and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.

(i) Governing Law. This Ground Lease/Parking Garage Sublease and its validity, construction, enforcement, and interpretation shall be governed by the substantive laws of the State of Mississippi.

(j) Invalid Provisions. If any provision of this Ground Lease/Parking Garage Sublease is deemed or held to be illegal, invalid or unenforceable, this Ground Lease/Parking Garage Agreement shall be considered divisible and inoperative as to such provision to the extent it is deemed to be illegal, invalid or unenforceable, and in all other respects this Ground Lease/Parking Garage Sublease shall remain in full force and effect; provided, however, that if any provision of this Ground Lease/Parking Garage Sublease is deemed or held to be illegal, invalid or unenforceable there shall be added hereto automatically a provision as similar as possible to such illegal, invalid or unenforceable provision and be legal, valid and enforceable. Further, should any provision contained in this Ground Lease/Parking Garage Sublease ever be reformed or rewritten by any judicial body of competent jurisdiction, such provision as so reformed or rewritten shall be binding upon all parties.

(k) Benefits of Ground Lease/Parking Garage Sublease. Except as otherwise expressly provided herein, the covenants, stipulations and agreements contained in this Ground Lease/Parking Garage Sublease are and shall be for the sole and exclusive benefit of the parties and their respective successors and assigns and nothing contained in this Ground Lease/Parking Garage Sublease, expressed or implied, shall be construed to confer upon, or give to, any other person any right, remedy or claim under or by reason of this Ground Lease/Parking Garage Sublease.

(l) Section Headings. The section and other headings contained in this Ground Lease/Parking Garage Sublease are for reference purposes only and shall not affect the interpretation of this Ground Lease/ Parking Garage Sublease.

(m) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Ground Lease/Parking Garage Sublease, or because of any alleged dispute, breach, default or misrepresentation in connection with any provisions of this Ground Lease/Parking Garage Sublease and such action is successful, the prevailing parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses, even if not taxable or assessable as court costs (including all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which such party may be entitled.

(n) Interpretation. The parties hereby agree that each party has reviewed and had the opportunity to review this Ground Lease/Parking Garage Sublease, and each party has had the opportunity, whether exercised or not, to have each respective party's attorney review this Ground Lease/Parking Garage Sublease. Accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Ground Lease/Parking Garage Sublease.

(o) Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Ground Lease/Parking Garage Sublease and referred to herein is hereby incorporated in this Ground Lease/Parking Garage Sublease by reference as if set forth verbatim herein.

(p) Jurisdiction. Each of the parties hereto hereby agrees that the state and federal courts in Harrison County, Mississippi, have exclusive jurisdiction over all matters arising out of this Ground Lease/Parking Garage Sublease, agrees not to institute any action in any other forum, and waives any right it may have to assert the defense of forum non conveniens or to object to such venue.

IN WITNESS WHEREOF, the parties hereto have executed this Ground Lease/Parking Garage Sublease or caused this Ground Lease/Parking Garage Sublease to be executed by their duly authorized representatives as of the Effective Date.

BEAU RIVAGE RESORTS, INC.

By: _____

Name: _____

Title: _____

CITY OF BILOXI, MISSISSIPPI

By: _____

Name: _____

Title: _____

Mississippi Professional Baseball, LLC is not a party to this Ground Lease and Sublease Agreement (Parking Garage Sublease), but joins in the execution hereof to acknowledge and confirm certain rights granted herein and to acknowledge and confirm terms and conditions and its obligations set forth herein.

**MISSISSIPPI PROFESSIONAL BASEBALL,
LLC**

By: _____

Name: _____

Title: _____

EXHIBIT "X" – MPB STADIUM FF&E

MISCELLANEOUS STADIUM FF&E ITEMS (MPB RESPONSIBILITY)

Furniture: Including but not limited to

- * Desks
- * Chairs
- * Tables, office, coffee, phone, conference, medical etc.
- * Lamps, removable
- * Task Lighting, removable
- * Pictures
- * Art work
- * Wall mounted memorabilia

Exterior Furniture/equipment

- * Chairs (non-seating bowl)
- * Trash Receptacles
- * Tables (picnic/restaurant)
- * Umbrellas
- * Compactors Trash, Cardboard, other
- * Shelving units standard, high density, etc.
- * Whirlpools, spas, etc.
- * Treatment Tables
- * Medical equipment
- * Gym and weightlifting equipment

Miscellaneous Equipment:

- * Televisions mounted or other wise
- * Video equipment, cameras, spot lights, tri-pods etc.
- * Phone & data systems (relative to MPB operations)
- * Washers & Dryers
- * Fork Lift
- * Lift trucks
- * Turf Care, mowers, aerators fertilizers, etc.
- * Walkie Talkie Truck & Support Systems
- * Automated ticketing Systems
- * Turnstiles or the equivalent, if utilized
- * Cleaning equipment, gurneys, gas and electric blowers, pressure washers, carts etc
- * Work carts, golf and flatbed type

Kitchen Concession Equipment

- * All kitchen & Cooking Equipment including Stoves, Ovens, grills, microwave etc.
- * Refrigerators portable and hard mounted, walk in coolers
- * Ice machines portable and hard mounted
- * Portable & Secure Mounted Kiosk

EXHIBIT "O"

OVERALL SITE DESCRIPTION

"DEMISED PREMISES" DESCRIPTION

A parcel of land located in the City of Biloxi, Mississippi, Second Judicial District of Harrison County, and described more particularly as follows:

Field Code Changed

That parcel being bounded on the North by Howard Avenue, bounded on the East by Caillavet Street, bounded on the South by U. S. Highway 90 (Beach Boulevard), and bounded on the West by the Interstate I-110 right of way, containing 13.334 acres, more or less.

[It is the intent of the parties that this legal description shall be modified and replaced by the ground survey of this site when construction plans are finalized].

EXHIBIT "P"

PARKING GARAGE DESCRIPTION

A parcel of land located in the City of Biloxi, Mississippi, Second Judicial District of Harrison County, and described more particularly as follows:

Field Code Changed

That parcel in the southwest corner of the property described in Exhibit "A" to this agreement consisting of approximately 1.587 acres, and being bounded on the West by the Interstate I-110 right of way, bounded on the South by U. S. Highway 90 (Beach Boulevard), bounded on the East by the 1.412 acre parcel identified on the attached rendering as the "Plaza", and bounded on the North by the 6.382 acre parcel identified on the attached rendering as the "Stadium".

[It is the intent of the parties that this legal description shall be modified and replaced by the ground survey of this site when construction plans are finalized].

EXHIBIT "D"

DEVELOPMENT SITE DESCRIPTION

"NORTH END PREMISES" DESCRIPTION

A parcel of land located in the City of Biloxi, Mississippi, Second Judicial District of Harrison County, and described more particularly as follows:

Field Code Changed

That parcel consisting of approximately 3.953 acres, and being bounded on the West by the Interstate I-110 right of way, bounded on the South by the 6.382 acre parcel identified on the attached rendering as the "Stadium", bounded on the East by the 1.412 acre parcel identified on the attached rendering as the "Plaza" and by Caillavet Street, and bounded on the North by Howard Avenue.

[It is the intent of the parties that this legal description shall be modified and replaced by the ground survey of this site when construction plans are finalized].

SCHEDULE 1

LANDLORD/BEAU RIVAGE INSURANCE

Type of Coverage	Requirements
Commercial General Liability Insurance (occurrence form)	Coverage shall include products liability, liquor liability and garagekeepers legal liability. The policy shall have limits of at least US \$1,000,000 per occurrence and US \$2,000,000 per location aggregate for property damage and bodily injury.
Automobile Liability Insurance	US \$1,000,000 combined single limit coverage each accident. This policy shall include coverage for loss due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non-owned, hired or leased.
Workers' Compensation Insurance	Limits as required by statute in the State of Mississippi covering all of Landlord's personnel performing work or services in connection with its duties and obligations under this Lease.
Employers' Liability Insurance	US \$1,000,000 each accident and each employee for disease.
Umbrella and/or Excess Liability Insurance	US \$50,000,000 each occurrence / aggregate.
Pollution Legal Liability Insurance (claims-made form)	US \$5,000,000 each occurrence / aggregate. The policy shall provide coverage for third-party bodily injury, property damage, cleanup costs and defense costs that may arise in connection with Landlord's duties and obligations in connection with this Lease.

SCHEDULE 2

THE CITY'S INSURANCE

Coverage. Without limiting the City's liability to Landlord and their Affiliates (as defined below), upon execution of the Ground Lease/Parking Garage Sublease and during the Term, the City intends to provide, at its expense, the initial policies of insurance and coverages as set forth below. After the expiration of the first year and continuing on an annual basis, the City shall also disclose to Beau Rivage the amounts of its renewal insurance coverage, which coverage may change from time to time. The City shall be solely responsible for, and required to remedy all, damage or loss to any property caused in whole or in part by the City, the City's subcontractor(s), or anyone employed, directed, or supervised by the City. The required insurance coverage shall be issued by an insurance company or companies with a current A.M. Best Company rating of at least A-: VIII. For the initial period of the Ground Lease/Parking Garage Sublease, the City intends to provide the following minimum coverage:

1. General Liability

\$1,000,000 per occurrence

\$2,000,000 Aggregate

2. Property Coverage

\$15,000,000 for the Stadium

3. Coverage For Certain High Risk Property

Fences	\$50,000
Electronic Scoreboard	\$900,000
Stadium Lights	\$500,000
Baseball Equipment	\$200,000

4. Flood - NFIP

\$500,000

B. Additional Insured. The required commercial general liability, automobile liability and umbrella or excess liability policies shall name the Landlord Indemnified Parties, their Affiliates and their respective directors, officers and employees as additional insureds and include contractual liability coverage for the indemnity provisions contained in the Lease. The additional insured status shall apply to the full limits of liability purchased by the City even if those limits of liability are in excess of those required by the Lease. "Affiliates" shall mean parent, subsidiaries, partnerships, joint ventures and other affiliates. The City's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability. The policies shall not exclude claims made against the

insured by an additional insured.

C. Certificates of Insurance. Upon execution of the Lease and no later than thirty (30) days prior to the expiration of each insurance policy, the City shall furnish Landlord with certificate(s) of insurance evidencing the required insurance coverage and referencing the Lease. Each certificate will include a provision requiring the insurance carrier to provide directly to the MGM Resorts International Risk Management Department, at 3260 Industrial Rd., Bldg B, Las Vegas, NV 89109-1132, and to Landlord at the address shown in the notices section of the Lease, if any, thirty (30) days advance written notice before any termination, cancellation, or other material change to the policies shown on the certificate takes effect, regardless of whether such action was initiated by the City, other insured or the insurance carrier. For avoidance of doubt, a "material change" in the policy shall mean a change that would result in the City's non-compliance with a material provision of these insurance requirements.

SCHEDULE 3

Insurance During Design and Construction Initial Construction Insurance Requirements

The City intends to provide the following coverage during design and construction of the Improvements, to include coverage for all vertical structures. This will include, but is not limited to the parking garage, the stadium bowl, offices, sky boxes, concessions, lighting, score boards, and any other furniture, fixture and equipment to be owned by the City. The City and its contractors will have the final determination on the limit of coverage and the duration of construction. At this time, the City intends to have the limits of \$25,000,000 for all perils with the exception of wind and flood. For the perils of wind and flood the City intends to have limits of no less than \$10,000,000 or 30% greater than probable maximum loss. This coverage is not intended to cover any underground infrastructure work and will not be in force until the structure begins its vertical construction stage.