

**AMENDED AND RESTATED LEASE AGREEMENT
(Stonegate, FGJN and Division Street Land)**

THIS AMENDED AND RESTATED LEASE AGREEMENT (this "Lease") is made as of July 3, 2017 (the "Effective Date"), by and between the **CITY OF ARLINGTON, TEXAS**, a duly incorporated home rule city of the State of Texas that is governed by the constitution and general laws of the State and by its duly adopted home rule charter ("Landlord" or "City"), and **BALLPARK PARKING PARTNERS LLC**, a Texas limited liability company ("Tenant"). Landlord and Tenant are sometimes referred to herein collectively as the "Parties" or individually as a "Party".

RECITALS

- A. Tenant previously owned the four (4) tracts of land described on Exhibit A attached hereto and made a part hereof (collectively, the "FGJN Land") and the tract of land described on Exhibit B attached hereto and made a part hereof (the "Stonegate Land"). Tenant recently acquired the tract of land described on Exhibit C attached hereto and made a part hereof (the "Division Street Land") (the FGJN Land, the Stonegate Land, and the Division Street Land are collectively referred to as the "Land").
- B. The FGJN Land and Stonegate Land are encumbered by a first lien deed of trust (the "Fee Mortgage") for the benefit of Comerica Bank, as administrative agent, and its successors and assigns (the "Bank").
- C. The FGJN Land and Stonegate Land are also encumbered by a parking lease agreement between Tenant, as sublandlord, and Rangers Baseball Express LLC, a Delaware limited liability company, as subtenant ("RBE"), dated March 6, 2012, as amended (the "RBE Sublease"), which grants RBE the right to use and occupy the FGJN Land and Stonegate Land in connection with its operation of the Existing Ballpark.
- D. Tenant conveyed a determinable fee interest in the Stonegate Land to Landlord by a special warranty deed, subject to the Fee Mortgage. Landlord immediately leased the Stonegate Land back to Tenant, subject to the Fee Mortgage, and Tenant immediately subleased the Stonegate Land to RBE under the RBE Sublease, on the terms and subject to the conditions set forth in that Lease Agreement (the "Original Stonegate Lease") dated June 30, 2014 (the "Stonegate Commencement Date"), between Landlord and Tenant.
- E. Tenant conveyed a determinable fee interest in the FGJN Land to Landlord by special warranty deed, subject to the Fee Mortgage and the possessory rights of RBE under the RBE Sublease. Landlord immediately leased the FGJN Land back to Tenant, subject to the Fee Mortgage, on the terms and subject to the conditions set forth in that Lease Agreement (the "FGJN Lease") dated May 24, 2016 (the "FGJN Commencement Date"), between Landlord and Tenant, and RBE subordinated its rights to the FGJN Land under the RBE Sublease to Tenant's rights under the FGJN Lease, in that Partial Subordination of Lease Agreement of even date therewith among Landlord, Tenant and RBE.

- F. Tenant conveyed a determinable fee interest in the Division Street Land to Landlord by special warranty deed dated May 24, 2017. Landlord immediately leased the Division Street Land back to Tenant, by joining with Tenant in amending the Original Stonegate Lease with that First Amendment to Lease Agreement dated May 24, 2017 (the "Division Street Commencement Date"). The "Original Stonegate Lease, as so amended, is referred to as the "Stonegate Lease."
- G. Tenant, as sublandlord, and Manhattan Construction or its affiliate, as subtenant ("Manhattan"), intend to enter into a sublease (the "Manhattan Sublease"), which grants Manhattan the right to use and occupy the Division Street Land in connection with the construction of the Rangers Complex (as such term is defined in the New Ballpark Lease), which use and occupancy shall be limited to the staging of construction equipment and trailers only, until the Operational Date (defined below).
- H. Contemporaneously herewith, Landlord, as landlord, is entering into a lease (the "New Ballpark Lease") for the New Ballpark (as defined below), with Ranger Stadium Company LLC ("StadCo"), as tenant.
- I. Tenant, as sublandlord, and StadCo, as subtenant, intend to enter into a sublease (the "Stadco Sublease"), which grants StadCo the right to use and occupy the Premises in connection with its operation of the Rangers Complex.
- J. Landlord and Tenant desire (i) to combine the Stonegate Lease and the FGJN Lease into one lease, (ii) to make the combined lease coterminous with the Existing Ballpark Lease or New Ballpark Lease (whichever is the last to expire or terminate), and (iii) to amend and restate certain provisions of the combined lease as herein expressly provided.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Stonegate Lease and FGJN Lease shall be, and are hereby, combined and, as combined, amended and restated to read as follows:

ARTICLE 1

Grant, Term of Lease and Certain Definitions

1.1 Leasing Clause. Upon and subject to the terms and provisions contained herein, Landlord does hereby lease, demise and let unto Tenant, and Tenant does hereby take and lease from Landlord, the Premises (as defined in Section 1.5 below), to have and to hold the Premises, together with all the rights, privileges, easements and appurtenances belonging to or in any way pertaining to the Premises, for the term and subject to the provisions hereinafter provided.

1.2 Term. The term of this Lease (the "Term") shall be for a period (i) commencing at 12:01 a.m. on the Stonegate Commencement Date, to the extent applicable to the Stonegate Land, at 12:01 a.m. on the FGJN Commencement Date, to the extent applicable to the FGJN Land, and

commencing at 12:01 a.m. on the Division Street Commencement Date, to the extent applicable to the Division Street Land, and (ii) in any case, ending at 11:59 p.m. on the last day of the term of the Existing Ballpark Lease or New Ballpark Lease (whichever is the latter to expire or terminate), unless earlier terminated in accordance with this Lease.

1.3 Condition of Premises; Denial of Warranties. **TENANT EXPRESSLY ACKNOWLEDGES, UNDERSTANDS AND AGREES (A) THAT IT TAKES AND ACCEPTS THE PREMISES IN THEIR "AS IS" AND "WHERE IS" CONDITION, LOCATION, AND CONFIGURATION ON THE STONEGATE COMMENCEMENT DATE (IN THE CASE OF THE STONEGATE LAND) OR THE FGJN COMMENCEMENT DATE (IN THE CASE OF THE FGJN LAND), OR THE DIVISION STREET COMMENCEMENT DATE (IN THE CASE OF THE DIVISION STREET LAND), (B) THAT LANDLORD DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES AS TO THE CONDITION, USEFULNESS, SUITABILITY FOR ANY USE OR PURPOSE, AND THE USEFUL LIFE OF ANY PART AND ALL OF THE PREMISES, AND (C) THAT IT WAIVES ANY CLAIMS DUE TO DEFECTS IN THE PREMISES, AND TENANT HEREBY EXPRESSLY ACCEPTS AND ASSUMES POSSESSION OF THE PREMISES UPON AND SUBJECT TO SUCH CONDITIONS.**

1.4 Quiet Enjoyment. During the Term, Tenant shall have quiet enjoyment and peaceable possession of the Premises against hindrance or disturbance by Landlord or any person or entity acting by, through or under Landlord, subject to the terms of the Fee Mortgage.

1.5 Certain Definitions. The following terms shall have the following meanings:

(a) Act. Section 4B of the Development Corporation Act of 1979, Article 5190.6, Tex. Rev. Civ. Stat. Ann., as amended.

(b) Affiliate. "Affiliate" as defined in the New Ballpark Lease.

(c) Amended and Restated Development Option Agreement. That certain Amended and Restated Development Option Agreement between the City, Tenant and TeamCo, dated of even date herewith.

(d) Amended and Restated Development Property Lease. That certain Amended and Restated Development Property Lease between the City, as landlord, and Tenant, as tenant, dated of even date herewith.

(e) Centerfield Office Building. That certain centerfield office building and land attached to the Existing Ballpark and having an address of 1000 Ballpark Way, City of Arlington, Tarrant County, Texas.

(f) Centerfield Office Building Lease. That certain Centerfield Office Building Lease Agreement dated June 13, 2007, pursuant to which the City, as landlord, leases the Centerfield Office Building to Rangers Baseball Real Estate LLC, as tenant, as the same may be amended or supplemented from time to time.

(g) Commencement Date. The FGJN Commencement Date, in the case of the FGJN Land; the Stonegate Commencement Date, in the case of the Stonegate Land; or the Division Street Commencement Date, in the case of the Division Street Land.

(h) CVB: The Arlington Convention and Visitor Bureau.

(i) CVB Subleased Premises. The premises now subleased by Tenant to the CVB.

(j) Existing Ballpark. "Ballpark" as defined in the Existing Ballpark Lease.

(k) Existing Ballpark Lease. That certain Lease Agreement dated June 13, 2007, between the City, as landlord, and Rangers Baseball LLC, as tenant, in respect of the Existing Ballpark, as amended by that First Amendment dated February 12, 2009, that Second Amendment dated May 13, 2010, and that Third Amendment dated of the even date herewith, as the same may be further amended or supplemented from time to time

(l) Governmental Function. Has the meaning set forth in Section 8.22 below.

(m) Impositions. Taxes and assessments assessed and becoming due during the Term against the Premises, the Land or any improvements now or hereafter located thereon.

(n) MLB. "MLB" as defined in the New Ballpark Lease.

(o) Mortgage. Any mortgage, deed of trust, or other instrument in the nature thereof that encumbers Landlord's fee estate or Tenant's leasehold estate in the Premises and any of Tenant's rights, titles and interests hereunder relating to the Premises, including without limitation the Fee Mortgage.

(p) Mortgagee. Any mortgagee, trustee, or anyone that claims an interest by, through or under a Mortgage.

(q) Mortgagee Protections. "Mortgagee Protections" as defined in the New Ballpark Lease.

(r) New Ballpark. "Ballpark" as defined in the New Ballpark Lease.

(s) Option on the Rangers Complex. The option to purchase the Rangers Complex (as defined in the New Ballpark Lease) granted to StadCo by the City in that Purchase Option Agreement of even date herewith

(t) Operational Date. "Operational Date" as defined in the New Ballpark Lease.

(u) Premises. The Land, together with all rights, privileges, easements and appurtenances benefiting, belonging to or in any way appertaining thereto, including, without limitation, (i) any and all rights, privileges, easements and appurtenances of Landlord as the owner of a fee determinable interest in the Land now or hereafter existing, (ii) subsurface rights below the surface of the Land, (iii) reversions which may hereafter accrue to Landlord as owner

of the Land by reason of the closing of any adjacent street, sidewalk or alley or the abandonment of any rights by any governmental authority, (iv) any and all strips and gores relating to the Land, and (v) any and all air rights over and above the Land. The Premises are depicted on Exhibit D, attached hereto.

(v) Rental. The rental for the use and occupancy of (a) the Premises, (b) the Existing Ballpark under the Existing Ballpark Lease, (c) the Centerfield Office Building under the Centerfield Office Building Lease, all (with respect to (a), (b), and (c)) as provided and set forth in Section 2.1 of the Existing Ballpark Lease, for the time period provided therein only (as it may be extended by mutual agreement from time to time), (d) the land leased by Landlord to Tenant under the Amended and Restated Development Property Lease, and (e) the New Ballpark and other components of the Rangers Complex under the New Ballpark Lease.

(w) Subtenant. Any person or entity to whom or to which Tenant grants or licenses any rights to occupy, use, operate or manage all or any portion of, or provide or sell food, beverages, services, merchandise or goods within, or park automobiles on, the Premises.

(x) Team. The "Team" as defined in the New Ballpark Lease.

(y) Term. The "Term" as defined in Section 1.2 below.

(z) Venue Statute. Chapter 334, Texas Local Government Code, as amended.

ARTICLE 2

Rent

2.1 Base Rent. Tenant covenants to pay to Landlord as base rental for the Premises the sum of \$10.00 per calendar year, commencing on the Effective Date and continuing on each anniversary thereof during the Term. The consideration for this Lease includes Tenant's acquisition of the Land and Tenant's contribution toward fulfillment of Landlord's policy and desire to enhance ballpark operations and promote economic development around the Existing Ballpark and New Ballpark. Tenant, at its option and without prejudice to its right to terminate this Lease as provided herein, may prepay the base rental for the entire Term, in which case such pre-paid rent will become non-refundable.

2.2 Additional Rent. Tenant agrees to pay, as additional rent, (a) all Impositions to the applicable taxing authority before they become delinquent, (b) all indebtedness secured by the Fee Mortgage, and all amounts otherwise due and owing to the Bank, before they become delinquent, and (c) subject to the operation and effect of Sections 10.2(b) and (c) below, all other costs, expenses, liabilities, obligations and other payments of whatever nature now or hereafter becoming due or payable in respect of the Premises.

2.3 Net Lease. Landlord shall not be required to make any expenditure, incur any obligation or incur any liability of any kind whatsoever in connection with this Lease or the Premises. It is expressly understood and agreed that this is a completely net lease, and Landlord shall have no responsibility or obligation with respect to the maintenance, repair or restoration of the Premises,

utility services or any interruption thereof, or any other cost, expense, duty, assessment, service or function related to the Premises.

2.4 Further Consideration. As further consideration for Landlord's execution and delivery of this Lease, Tenant will cause a master plan for development of the Ballpark District in general, and the Existing Ballpark in particular, to be submitted to the City on or before the Operational Date. The master plan will include family-friendly recreational and educational spaces. In addition, if Tenant or Tenant's Affiliate acquires title to the Centerfield Office Building and Tenant or Tenant's Affiliate redevelops the Existing Ballpark site, the CVB will have the option of relocating its offices to a space within the Centerfield Office Building that is now occupied by the Hall of Fame. The relocation space would be comparable (in size and amenities) to the office portion of the current CVB Subleased Premises. The CVB will not be required to bear any relocation costs. The CVB will pay the same rent and same type of direct or indirect operating expenses, and will have the same type of maintenance and repair obligations, with respect to the relocation space as the CVB pays or has now with respect to the CVB Subleased Premises. Furthermore, Tenant will join with the CVB in amending the CVB's sublease of the CVB Subleased Premises to provide for the foregoing option, and to extend the term of that sublease to be co-terminus with the New Ballpark Lease, subject to Tenant's right to relocate the CVB to comparable office space in the vicinity of the New Ballpark, if Tenant elects to use or redevelop the CVB Subleased Premises for another purpose. The amendment to the CVB's sublease will be prepared by Tenant's counsel in a form reasonably acceptable to Tenant and the CVB. Neither the CVB option nor the CVB term extension will take effect until that amendment has been fully executed and delivered.

ARTICLE 3

Impositions and Utilities

3.1 Payment of Impositions. Tenant shall pay all Impositions before the same become delinquent. Tenant shall be entitled to pay any Impositions in installments as and to the extent the same may be permitted by the applicable taxing authority. Landlord agrees to cooperate with Tenant in seeking the delivery of all notices of Impositions to Tenant directly from the applicable taxing authorities.

3.2 Contest of Impositions. Tenant may, at its own cost and expense, protest and contest, by legal proceedings or otherwise, the validity or amount of any Impositions. Tenant shall first pay the Imposition under protest if legally required as a condition to such protest and contest, and Tenant shall not during the bona fide prosecution of such protest and proceedings be considered in default with respect to the payment of the Imposition under the terms of this Lease.

3.3 Ad Valorem Taxes and Exemptions.

(a) Landlord and Tenant acknowledge and confirm their determinations and claims that the Land and the existing improvements constituting the Premises, including the leasehold interest of Tenant hereunder, for so long as the Premises are owned by the City and are used as a "project" under the Act as originally enacted, or are used as "related infrastructure" (within the meaning of the Venue Statute) for the New Ballpark, as applicable, will continue to be exempt from ad valorem taxes as exempt properties under the current and applicable provisions of

the Texas Constitution, the Texas Tax Code, the Act, the Venue Statute and other applicable laws of the State of Texas. So long as applicable law (as it relates to the tax exempt status of the Premises) remains unchanged (except for changes not material to the subject matter of this Section 3.3) from the date of this Lease, Tenant is authorized to assert, insist upon, continue, and restate this joint determination and claim in any agency, forum, or court having jurisdiction and at which the question may arise or be presented, and Landlord, at the request and expense of Tenant, agrees, if requested by Tenant and assuming Landlord has legal standing to do so, to jointly take and pursue such lawful actions with Tenant, including, if necessary, judicial actions, as may be available and appropriate, to protect and defend the Premises as initially named and used as a "project" under the Act, as originally enacted, or the Venue Statute and the leasehold interest of Tenant therein against the levy, assessment or collection of ad valorem taxes by any governmental agency having the power and required to levy, assess, and collect such taxes under currently applicable law.

(b) If, pursuant to the authority granted to Tenant under Section 4.2 of this Lease, Tenant elects to construct improvements to the Premises in addition to the improvements located thereon on the Commencement Date, or to alter, add to, or modify the uses of any portion of the Premises, Tenant may, at its option, assert or claim that the altered, additional, or modified uses of the Premises, also constitute "projects" under the Act or "related infrastructure" (within the meaning of the Venue Statute) for the New Ballpark, as applicable, or that, for other legal reasons constitute "exempt properties" under applicable law and are exempt from ad valorem taxation in any agency, forum, or court and in accordance with any procedures for claiming such exemptions as are permitted by applicable law, including the Tarrant County Central Appraisal District and the subsequent administrative and judicial procedures that are currently or in the future permitted by the Texas Tax Code. If Tenant claims any such exemptions in any such request or proceeding, Landlord shall provide such verifications and certifications showing its ownership of the determinable fee interest in any of the Premises and the improvements thereon that have not been conveyed by it to Tenant pursuant to Article 9 and shall, at Tenant's sole expense, otherwise reasonably cooperate in such contest, to the extent reasonably requested by Tenant. If, after making any application to any agency or body having jurisdiction, any administrative determination that is adverse to Tenant's claimed exemption may be contested by Tenant in any proper court or forum in any manner provided by law so long as Tenant takes all action necessary or, in the reasonable opinion of Landlord, desirable to protect the Premises, or any part thereof, from foreclosure of any liens for taxes. In the event of a failure of such contest, and if the planned improvements are finally found and determined not to be exempt and to be subject to ad valorem taxation, Tenant shall pay such taxes before the same become delinquent, subject to Tenant's general right of contest contained in Section 3.2. Such payments shall not offset the rent payable under the Existing Ballpark Lease or New Ballpark Lease.

(c) Landlord and Tenant agree that certain benefits accrue to Landlord and Tenant by virtue of Landlord's ownership of title to the Premises and that such benefits are material inducements to Landlord and Tenant to enter into this Lease. Accordingly, Landlord covenants and agrees that, during the Term and any renewals or extensions thereof, and at all times before the termination of this Lease, Landlord will own and hold title to all portions of the Premises that are not conveyed to Tenant pursuant to Article 9, as encumbered by this Lease and the RBE Sublease, and further covenants and agrees that, except in accordance with Article 9, it will not sell, transfer or otherwise convey all or any portion of the Premises, or any interest therein, to any

person or entity, without the prior written consent of Tenant. Landlord will give Tenant at least sixty (60) days prior written notice of any such proposed transfer.

(d) Landlord further agrees not to take any action that may cause the levy, assessment or collection of any such ad valorem taxes on the Premises. If, for any reason, it should be finally determined that the interests of Landlord or Tenant in and to the Premises and/or any of its properties and facilities, to the extent they are occupied and used by the Team and by Tenant and the tenant under the Existing Ballpark Lease, or the tenant under the New Ballpark Lease, for the management, administration, and operation of the Team and of the Existing Ballpark or New Ballpark, are no longer exempt from taxation by reason of a change of law or otherwise, then Tenant shall pay such taxes before they become delinquent, subject to Tenant's right of contest as provided in Section 3.2 of this Lease.

(e) Notwithstanding anything to the contrary, if Landlord undertakes any action (i) requested by Tenant under this Section 3.3, or (ii) that is to be performed at Tenant's cost or expense as provided for in this Lease, then Tenant shall pay all third-party costs, including outside attorney fees and expenses, reasonably incurred by Landlord, or, within thirty (30) days after written demand therefor, reimburse such costs to Landlord; provided that Landlord has notified Tenant in writing of the anticipated amount of such costs prior to incurring any costs. Notwithstanding the foregoing, Landlord shall be responsible for its own internal administrative and legal expenses associated therewith.

(f) The exercise by Landlord of its right under Section 9.1(b) hereof to terminate this Lease early with respect to certain portions of the Premises in accordance with Section 9.1(b) will not operate or be construed to be a violation by Landlord of any duty or obligation owing by Landlord to Tenant under this Section 3.3.

3.4 Standing. If Tenant determines that Tenant lacks standing to contest any ad valorem taxes or assessments or to obtain an extended payment period, Landlord (to the extent allowed by law) shall join in such contest, at no cost to Landlord, or otherwise provide Tenant with sufficient authority to obtain such standing.

3.5 Utilities. Tenant shall pay all bills for utilities now or hereafter furnished to the Premises, including without limitation bills for water, electricity, gas, telephone and sewer.

ARTICLE 4

Use of Premises

4.1 Use and Operation. Tenant may use and occupy the Premises for the operation of a major league ballpark and ballpark-related purposes, including without limitation parking facilities, sporting, entertainment and other public events, and other uses not inconsistent with the terms of this Lease that do not materially interfere with operation of the Existing Ballpark before the Operational Date (or New Ballpark after the Operational Date). The Division Street Land is intended to be used as a construction staging area for the New Ballpark until the Operational Date. Once the Division Street Land is no longer used as a construction staging area, Tenant agrees to use reasonable best efforts to develop the Division Street Land for a feasible commercial use, other than a parking facility.

Such efforts shall include considering all reasonable redevelopment opportunities presented by Landlord to Tenant, which may include sale of the Division Street Land (for a reasonable price) or contribution of the Division Street Land (on reasonable terms) to a joint venture, comprised of Tenant or its Affiliate and one or more third parties, for redevelopment purposes. If Tenant is able to develop the Division Street Land for a feasible commercial use, other than a parking facility, Tenant will exercise its option to terminate this Lease with respect to the Division Street Land such that title to the Division Street Land is re-conveyed to Tenant or its designee under Article 9 hereof. If Tenant is unable to develop the Division Street Land for a feasible commercial use, despite the use of Tenant's reasonable best efforts, and Tenant is using the Division Street Land as a parking facility after the New Ballpark is operational, Tenant agrees to install, at its own expense, a lighted archway establishing an entrance on Division Street as the Division Street gateway to the New Ballpark, which must be completed before the Division Street Land is used as a parking facility.

4.2 Improvements. Tenant or Subtenant may, in compliance with all applicable laws, ordinances and regulations, develop the Premises, and may erect improvements on the Premises, for any lawful uses and purposes, and may alter, add to, reconstruct, remodel or demolish as often as and whenever Tenant or Subtenant deems proper or desirable any of the improvements now existing or hereafter constructed on the Premises, and may devote the same for any lawful uses and purposes. Landlord shall not be responsible for, and Tenant shall pay all costs, expenses and liabilities arising out of or in any way connected with, such improvements, alterations, additions or other changes made by Tenant. Tenant shall discharge all obligations to contractors, subcontractors, materialmen, workmen and/or other persons for all work performed and for materials furnished for or on account of Tenant as such obligations mature. Tenant expressly agrees that it will neither give nor grant, nor purport to give or grant, any mechanic's or materialmen's lien upon the Premises or upon any improvements thereupon in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party should be entitled, as a matter of law, to a choate mechanic's or materialmen's lien against the Premises or improvements thereon, and Tenant will discharge any such lien within thirty (30) days' notice of filing thereof, including without limitation materialmen's and mechanic's liens. Tenant covenants and agrees that Landlord shall not be called upon, or be obligated to make, any improvements, alterations or repairs whatsoever in or about the Premises, and Landlord shall not be liable or accountable for any damages to the Premises or any property located thereon. Title to all improvements constructed on the Premises shall vest in Landlord throughout the Term but shall be deemed leased back to Tenant under this Lease. If Tenant or Subtenant now or hereafter physically attaches any fixtures, equipment or other items to the Premises, such items may be removed from the Premises at any time prior to or upon the expiration or termination of this Lease.

4.3 Entry by Landlord. Landlord and Landlord's agents shall have the right with reasonable notice to Tenant in advance (except in the case of emergency), during normal business hours to enter upon the Premises for inspection, on the condition that Tenant's and Subtenant's quiet enjoyment of the Premises be not disturbed.

4.4 Easements and Other Matters. In the event that Tenant deems it necessary or appropriate to obtain use, zoning, site approval or any permit from the City or any other governmental entity having jurisdiction over the Premises or any portion thereof or interest therein, in order to continue the uses of the Premises for the purposes permitted hereby, Landlord agrees, subject to Section 4.5, from time to time, on request of Tenant, and at Tenant's expense, and to the extent

necessary as owner of the Premises, to execute such documents, or join in such petitions, applications and authorizations as may be appropriate or requested by Tenant and to cooperate in good faith with Tenant in all such efforts.

4.5 No Limitation on City's Governmental Functions. The Parties acknowledge that Landlord is a municipal corporation operating pursuant to its charter in addition to being the owner of the Premises, and that no representation, warranty, consent, approval or agreement in this Lease by Landlord shall be binding upon, constitute a waiver by or estop the City from exercising any of its rights, powers or duties in connection with its governmental functions nor will any portion of this Lease be deemed to waive any immunities granted to the City when performing its governmental functions that are provided under governmental rule, including Section 101.0215(a) of the Texas Civil Practice and Remedies Code, as may be amended or replaced. For example, the approval or consent by Landlord of the construction of improvements by Tenant pursuant to Section 4.2 shall not constitute satisfaction of any requirements of, or the need to obtain any approval by, the City's Fire Department, Building Inspections Department, Public Works Department, Planning Department or any other department acting in connection with the performance of the governmental functions of the City. Further, any consent to jurisdiction by Landlord is only with respect to matters arising in its capacity as a Party to this Lease and expressly does not constitute a waiver of the City's legal immunity or a consent to jurisdiction for any actions, omissions or circumstances, in each case solely arising out of the performance of the governmental functions of the City.

4.6 Private Restrictions. During the Term, Landlord shall not create any private restrictions, covenants, conditions, easements, parking rights, access agreements, licenses, liens or other encumbrances of any kind benefiting or burdening any portion of the Premises (each a "Private Restriction" and collectively, the "Private Restrictions"), and shall not consent to any modification, amendment, termination, extension or other change in any Private Restriction that is in effect on the Commencement Date, whether recorded or unrecorded, or grant or withhold any consent or approval, exercise any rights or remedies, or take any other action under or in respect of any Private Restriction, without Tenant's prior written consent in its sole and absolute discretion.

ARTICLE 5

Assignment and Subletting

5.1 Assignment. Neither Landlord nor Tenant may transfer, assign or convey its interest in this Lease or in the Premises, or mortgage its estate in the Premises, or otherwise encumber its estate in the Premises, without the prior written consent of the other Party. Notwithstanding the foregoing, Tenant shall have the right at any time to sell or assign the leasehold estate created hereby, and the rights of Tenant hereunder, and the right to sublease any portion of the Premises, to an Affiliate of Tenant, without the consent of Landlord. Each assignee hereby assumes all the liabilities and obligations of Tenant under this Lease (but not liabilities or obligations arising before such assignment becoming effective). So long as such release is approved by Landlord in writing, each assignment shall automatically release the assignor from any personal liability in respect of any liabilities or obligations arising under this Lease from and after the date of assignment (except for obligations arising out of Section 10.2 below, which shall survive such assignment to the extent provided in Section 10.2), and Landlord shall not seek recourse for any such liability against any assignor or its personal assets. Landlord agrees that performance by Subtenant or an assignee of

Tenant's obligations under this Lease shall satisfy Tenant's obligations hereunder and Landlord shall accept performance by Subtenant or any such assignee.

5.2 Subletting. Tenant shall have the right to sublease the Premises (or any portion thereof) or grant licenses to use the Premises (or any portion thereof) to Affiliates or third parties for any use permitted in Section 4.1 hereof. Tenant shall not be required to obtain any prior consent from Landlord before engaging (or allowing Subtenant to engage) in any particular use of the Premises, so long as such uses are permitted under Section 4.1. By taking title to the Stonegate Land and FGJN Land, Landlord did not assume any obligations of the landlord under the RBE Sublease. Tenant has provided a redacted copy of the RBE Sublease to Landlord. Tenant will provide redacted copies of the Manhattan Sublease and Stadco Sublease to Landlord promptly after their execution. Tenant may enter into the Manhattan Sublease, and may modify or amend the Manhattan Sublease and any sublease between Tenant and its Affiliate, at any time and from time to time, without Landlord's consent, but Tenant must provide a redacted copy of any such modification or amendment to Landlord promptly after its execution. Upon the written request of Tenant, Landlord will enter into a non-disturbance agreement with each Subtenant, including such provisions as Subtenant may reasonably request.

5.3 General Provisions. Tenant shall, prior to entering into or modifying, terminating or amending any assignment or sublease (other than the Manhattan Sublease or any sublease between Tenant and its Affiliate), provide notice to Landlord of the name, legal composition and address of any assignee or Subtenant. In addition, Tenant shall provide Landlord with a description of the nature of the assignee's or Subtenant's business to be carried on in the Premises, and Tenant shall provide Landlord with a redacted copy of any such assignment agreement or sublease, or modification, termination or amendment thereof.

5.4 Fee Mortgage. Landlord agrees, at Tenant's cost and expense, to cooperate reasonably with Tenant in connection with any renewal, extension, amendment, modification, supplement or refinancing of the Fee Mortgage that Tenant may propose to undertake in the future. Such cooperation shall include the execution and delivery of such documents and instruments and the taking of such actions as Tenant or the Bank (or new lender providing the refinancing) may reasonably request; provided in no event shall Landlord be obligated to assume, or agree to perform, any obligations under the Fee Mortgage or in respect of the indebtedness secured thereby (other than non-recourse obligations relating solely to the Land, or Landlord's ownership thereof, for which Landlord would have no personal liability), and **Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims and demands of the Bank (or new lender providing the refinancing) with respect to the Premises, the Fee Mortgage and the indebtedness secured thereby, including any costs Landlord may incur as a result of being named a defendant in any legal action the Bank (or new lender providing the refinancing) undertakes to enforce its rights and remedies relating to the Fee Mortgage.**

ARTICLE 6

Default of Tenant

6.1 Tenant Default. The failure by Tenant to observe and perform any material provision of this Lease to be observed or performed by Tenant or a failure to pay any Imposition when due,

where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant, shall constitute a default of this Lease by Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such 30-day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

6.2 Landlord Remedies. In the event of any such uncured material default by Tenant, Landlord may at any time thereafter, by written notice to Tenant terminate this Lease, subject to the terms of Article 9 below. In addition, Landlord shall have all remedies available at law or in equity, including, without limitation, injunction and specific performance. All remedies of Landlord under this Lease shall be cumulative, and the failure to assert any remedy or the granting of any waiver (as provided in Section 8.12 hereof) of any event of default shall not be deemed a waiver of such remedy or any subsequent event of default.

6.3 Protection of Subtenants. Landlord covenants that notwithstanding any default under, or termination of, this Lease or termination of Tenant's possessory rights, Landlord shall not disturb any Subtenant's peaceful possession of the Premises or any portion thereof, so long as such Subtenant is not in default under the terms of its Sublease or this Lease.

ARTICLE 7

Default of Landlord

7.1 Landlord Default. The failure by Landlord to observe and perform any material provision of this Lease to be observed or performed by Landlord, where such failure continues for thirty (30) days after written notice thereof by Tenant to Landlord, shall constitute a default of this Lease by Landlord; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such 30-day period, Landlord shall not be deemed to be in default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion.

7.2 Tenant Remedies. In the event of any such default by Landlord, Tenant shall have all remedies available at law or in equity, including, without limitation, termination, injunction and specific performance. All remedies of Tenant under this Lease shall be cumulative, and the failure to assert any remedy or the granting of any waiver (as provided in Section 8.12 hereof) of any event of default shall not be deemed to be a waiver of such remedy or any subsequent event of default.

ARTICLE 8

Miscellaneous

8.1 Estoppel Certificates. Landlord shall, at any time and from time to time upon not less than fifteen (15) days' prior written request by Tenant, execute, acknowledge and deliver to Tenant or the Mortgagee, as the case may be, a statement in writing certifying to its current, actual, knowledge, if true (a) its ownership of the interest of landlord hereunder, (b) that this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), (c) the dates to which rent and any

other charges have been paid, and (d) that no default hereunder on the part of Tenant exists (except that if any such default does exist, Landlord shall specify such default).

8.2 Notices. All notices, demands, payments and other communications required to be given or made hereunder shall be in writing and shall be duly given if delivered by hand, messenger, facsimile transmission, electronic mail (email) or reputable overnight courier or if mailed by certified or registered mail, first class postage prepaid, and shall be effectively received upon the date of such delivery or two (2) days after such mailing, to the intended recipient at its address set forth below, or to such other address furnished in writing to the other Party.

If to Tenant: Ballpark Parking Partners LLC
800 Bering Drive, Suite 250
Houston, Texas 77057
Email: neil@aspenpipeline.com
Attention: Neil Leibman, President

With copies to:

Ballpark Parking Partners LLC
1000 Ballpark Way, Suite 400
Arlington, Texas 76011
Email: kpothier@texastrangers.com
Attention: Katherine Pothier

and

McGuire, Craddock & Strother, P.C.
2501 N. Harwood Street, Suite 1800
Dallas, Texas 75201
Email: pdanze@mcsllaw.com
Attn: Philip Danze

If to Landlord: City of Arlington:

City Hall
101 West Abram
Arlington, Texas 76004
Email: Trey.Yelverton@arlingtontx.gov
Attention: City Manager

With a copy to:

City of Arlington
101 S. Mesquite Street, Suite 300
Arlington, Texas 76004
Email: Teris.Solis@arlingtontx.gov
Attention: City Attorney

With a copy to: Bracewell LLP
1445 Ross Avenue, Suite 3800
Dallas, Texas 75202
Email: brock.bailey@bracewell.com
Attn: Brock Bailey

8.3 Successors and Assigns. Except as expressly provided herein, neither Landlord nor Tenant may transfer, assign or convey its interest in this Lease or in the Premises, or mortgage its estate in the Premises, without the prior written consent of the other Party, such consent not to be unreasonably withheld. Subject to the foregoing, this Lease shall be binding upon and shall inure to the benefit of the Parties and their successors and permitted assigns.

8.4 Amendment. Except as expressly provided herein, neither this Lease nor any term hereof may be amended, waived, discharged or terminated, except by a written instrument signed by the Parties.

8.5 Headings and Subheadings. The headings of the articles, sections, paragraphs and subparagraphs of this Lease are for convenience or reference only and in no way define, limit, extend or describe the scope of this Lease or the intent of any provisions hereof.

8.6 Unavoidable Default and Delays. After the date of execution of this Lease, the time within which any party to this Lease shall be required to perform any act under this Lease shall be extended by a period of time equal to the number of days during which performance of such act is delayed by casualty, damage, strikes or lockouts, acts of God, governmental restrictions, failure or inability to secure materials or labor, reason of priority or similar regulations or order of any governmental or regulatory body, enemy action, civil disturbance, fire, unavoidable casualties or any other cause beyond the reasonable control of the party seeking the extension. The provisions of this Section 8.6 shall not operate to excuse either Party from prompt payment of any payments required by the terms of this Lease.

8.7 Severability. In the event one or more of the terms or provisions of this Lease or the application thereof to any Party or circumstances shall, to any extent, be held invalid, illegal or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

8.8 Governing Law. THIS LEASE SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES APPLICABLE THERETO AND THE LAWS OF THE STATE OF TEXAS APPLICABLE TO A LEASE EXECUTED, DELIVERED AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF CONFLICTS OF LAW.

8.9 Venue for Actions. The venue for any legal action arising out of this Lease shall lie exclusively in Tarrant County, Texas.

8.10 Attorneys' Fees. Should either Party to this Lease engage the services of attorneys or institute legal proceedings to enforce its rights or remedies under this Lease, the prevailing Party to such dispute or proceedings shall be entitled to recover its reasonable attorneys' fees, court costs and similar costs incurred in connection with the resolution of such dispute or the institution, prosecution or defense in such proceedings from the other Party, to the extent applicable to the matter(s) on which it prevailed.

8.11 Relationship of Parties. Nothing contained herein shall operate or be construed as creating a partnership or joint venture between the Parties.

8.12 Non-Waiver. No Party shall have or be deemed to have waived any default under this Lease by the other Party unless such waiver is embodied in a document signed by the waiving Party that describes the default that is being waived. Further, no Party shall be deemed to have waived its rights to pursue any remedies under this Lease, unless such waiver is embodied in a document signed by such Party that describes any such remedy that is being waived.

8.13 Obligations to Defend Validity of Agreement. If litigation is filed by a third party against Tenant or Landlord in an effort to enjoin either Party's performance of this Lease, the Parties who are named as parties in such action shall, at Tenant's sole cost and expense, take all commercially reasonable steps to support and defend the validity and enforceability of this Lease. Either Party may intervene in any such matter in which the other Party has been named as a defendant.

8.14 Survival. Covenants in this Lease providing for performance after termination of this Lease shall survive the termination of this Lease.

8.15 Entire Agreement. This Lease constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter hereof, and all prior and contemporaneous oral agreements between the Parties relating to the leasing of the Premises are merged in or revoked by this Lease. Neither party is relying on any representations, statements, promises or agreements regarding the subject matter of this Lease not contained in this Lease.

8.16 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

8.17 Memorandum of Lease. Upon either Party's request, the other party shall execute and allow such party to record in Tarrant County, Texas a Memorandum of Lease with respect to this Lease. In the event such a memorandum is recorded, the Parties agree that upon a termination of this Lease under Article 9 or otherwise, the Parties shall execute and record a termination of such memorandum.

8.18 Exculpation. None of Tenant's constituent members, or any of their constituent members, partners, shareholders, officers, directors, employees or agents, shall have any personal liability under this Lease.

8.19 Hold Over. If Tenant shall continue to occupy the Premises after the expiration of the Term without the consent of Landlord, such tenancy shall be from month to month on the same terms and conditions as are set forth herein. The acceptance of rentals under this section by Landlord shall

not constitute an extension of the Term or afford Tenant any right to possession of the Premises beyond any date through which rentals have been paid by Tenant and accepted by Landlord.

8.20 Mortgagee Further Assurances. Landlord and Tenant shall cooperate (at Tenant's expense) in including in this Lease by suitable amendment from time to time any provision which may be reasonably requested by any current or future Mortgagee for the purpose of providing customary mortgagee-protection provisions, of allowing that Mortgagee reasonable means to protect or preserve the lien of its Mortgage upon the occurrence of a default under the terms of this Lease and of confirming the elimination of the ability of Tenant to modify, terminate or waive this Lease or any of its provisions without the prior written approval of the Mortgagee. Landlord and Tenant each agree to work in good faith (at Tenant's expense) to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not in any way affect the Term or rent under this Lease nor otherwise in any material respect adversely affect any rights of Landlord under this Lease, or materially increase Landlord's obligations under this Lease.

ARTICLE 9

Termination; Reconveyance

9.1 Early Termination Options.

(a) Tenant has the right to terminate this Lease at any time with respect to the entire Premises, and the right to terminate this Lease from time to time with respect to one or more portions of the Premises (including a portion of any individual tract of land described in an exhibit hereto), by delivering not less than thirty (30) days' written notice of termination to Landlord in each instance, specifying the portion of the Premises with respect to which Tenant desires to terminate this Lease.

(b) Subject to the operation and effect of Section 9.1(c), any time after April 11, 2024, Landlord will have the right to terminate this Lease with respect to any or all of the tracts of land described as Lot F, Lot G and Lot N on Exhibit A hereto ("Lots FGN"), and the Division Street Land, by delivering not less than one hundred eighty (180) days' written notice of termination to Tenant. The termination will not be effective until the 180th day after Landlord's delivery to Tenant of the termination notice. For avoidance of doubt, Landlord has no right to terminate this Lease under this Section 9.1(b) with respect to the Stonegate Land or the tract of land described as Lot J on Exhibit A hereto ("Lot J").

(c) Landlord's option under Section 9.1(b) to terminate this Lease with respect to Lots FGN will expire on the date that a building permit is issued for vertical construction on Lot J. Even though Landlord has previously issued a notice of termination with respect to Lots FGN in accordance with Section 9.1(b), if the building permit is issued within 180 days after delivery of Landlord's notice of termination to Tenant, this Lease will not terminate with respect to Lots FGN (i.e., issuance of the building permit during such 180-day period will negate the termination notice and Landlord's option to terminate this Lease with respect to Lots FGN). Moreover, so long as Tenant has filed an application for a building permit before the end of such 180-day period, and diligently pursues satisfaction of the City's preconditions to issuance of the building permit

(imposed by the City in the exercise of its governmental function) to completion, the 180-day period in which Tenant may negate Landlord's termination notice (and its option to terminate this Lease with respect to Lots FGN), by obtaining a building permit will be extended for such period of time as may be reasonably necessary under the circumstances for Tenant to satisfy such conditions and obtain the building permit.

(d) If Landlord terminates this Lease with respect to the Division Street Land in accordance with Section 9.1(b) above, immediately after reconveyance of title to Tenant in accordance with the provisions of Sections 9.3 and 9.4 below, Tenant will convey to Landlord fee simple title to the Division Street Land, without further consideration or payment, free and clear of all liens and encumbrances, except those of record as of the Effective Date, those created with Landlord's consent (other than the Manhattan Sublease), and those created by Landlord, if any, without Tenant's consent that Landlord elects not to satisfy prior to reconveying title to Tenant.

9.2 Reversion of Title. Simultaneously with any partial or total termination of this Lease, whether under Section 6.2 or Section 9.1 above or otherwise, fee title to the portion of the Premises (including all improvements constituting a part thereof) with respect to which this Lease has terminated shall automatically revert to Tenant. On the last day of the Term, fee title to the Premises as then constituted (including all improvements constituting a part thereof) shall automatically revert to Tenant.

9.3 Reconveyance Documents. Without limiting the foregoing, Landlord promptly upon request shall execute and deliver: (i) a deed without warranty and bill of sale without warranty reconveying the specified portion of the Premises (including all improvements constituting a part thereof) to Tenant; (ii) a memorandum in recordable form reflecting the termination of this Lease with respect to the specified portion of the Premises; (iii) an assignment of Landlord's right, title and interest in and to all licenses, permits, guaranties and warranties relating to the ownership or operation of the specified portion of the Premises to which Landlord is a party and which are assignable by Landlord, and (iv) such other reasonable and customary documents as may be required by Tenant or its title insurer including, without limitation, FIRPTA and mechanic's lien affidavits, to confirm the termination of this Lease with respect to the specified portion of the Premises and the reversion of title to the specified portion of the Premises in Tenant.

9.4 Title and Warranties. Notwithstanding anything to the contrary in this section, Landlord shall convey the specified portion of the Premises "AS IS" without representation or warranty whatsoever. Upon any reconveyance or reversion of title to Tenant, Landlord shall satisfy any liens or encumbrances on the specified portion of the Premises created by Landlord without Tenant's consent and Tenant shall satisfy any Mortgage created by Tenant; provided, that Landlord may elect not to satisfy liens or encumbrances created by Landlord without Tenant's consent with respect to the Division Street Land if Landlord terminates this Lease with respect to the Division Street Land in accordance with Section 9.1(b) above. Landlord shall not be required to satisfy any Mortgage created by Tenant.

9.5 Expenses. All costs of title insurance, escrow fees, recording fees and other expenses of the reconveyance, except Landlord's own attorneys' fees and any commissions payable to any broker retained by Landlord, shall be paid by Tenant.

ARTICLE 10

Insurance; Indemnities

10.1 Insurance. At all times during the Term, Tenant shall keep and maintain such insurance (i) as is, from time to time, required by all applicable governmental rules and (ii) that a reasonable and prudent occupant would reasonably be expected to obtain, keep and maintain in connection with similar activities or uses at a comparable property. Such insurance policies shall name Landlord as an additional insured or loss payee, as applicable. Every policy carried hereunder shall provide for waivers of subrogation by endorsement or other means which waivers of subrogation shall be effective as to any Party even though such Party may otherwise have a duty of indemnification, contractual or otherwise, may not have paid any insurance premiums directly or indirectly and may or may not have an insurable interest in the insured property damage.

10.2 Indemnity.

(a) TENANT HEREBY AGREES AND COVENANTS TO INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD AND ITS EMPLOYEES AND ELECTED AND APPOINTED OFFICIALS (THE "LANDLORD INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES, FOR INJURY TO OR SICKNESS OR DEATH OF ANY PERSON, OR FOR LOSS OR DAMAGE TO ANY PROPERTY (INCLUDING CLAIMS RELATING TO CONTAMINATED MATERIALS [DEFINED BELOW] AND ENVIRONMENTAL CLAIMS [DEFINED BELOW] IN EACH CASE, WHETHER UNKNOWN OR KNOWN (INCLUDING WITHOUT LIMITATION, THE MATTERS DESCRIBED IN THOSE CERTAIN PHASE I ENVIRONMENTAL SITE ASSESSMENTS PREPARED BY CIRRUS ASSOCIATES, LLC, TEXAS REGISTERED GEOSCIENCE FIRM NO. 50149, DATED MAY 30, 2013, AND MARCH 2014, RESPECTIVELY) OR FOR ANY OTHER LOSS, LIABILITY OR DAMAGE, INCLUDING ANY CIVIL OR CRIMINAL FINES OR PENALTIES, DIRECTLY OR INDIRECTLY ARISING OR ALLEGED TO ARISE OUT OF OR ANY WAY INCIDENTAL TO (A) ANY USE, OCCUPANCY OR OPERATION OF THE PREMISES BY OR ON BEHALF OF TENANT, ANY PARTY RELATED TO TENANT OR ANY INVITEE OR GUEST OF TENANT DURING THE TERM, OR DURING ANY PERIOD OF TIME, IF ANY, BEFORE OR AFTER THE LEASE TERM THAT TENANT OR ITS RELATED PARTIES MAY HAVE POSSESSION OF THE PREMISES, OR (B) ANY ENVIRONMENTAL EVENT (DEFINED BELOW), (COLLECTIVELY, THE "LIABILITIES"), **EVEN THOUGH CAUSED BY OR ARISING FROM THE ACTIVE OR PASSIVE, JOINT, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF LANDLORD OR ANY LANDLORD INDEMNITEE**. THIS INDEMNITY INCLUDES TENANT'S AGREEMENT TO PAY ALL COSTS AND EXPENSES OF DEFENSE, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' AND CONSULTANT'S FEES, INCURRED BY LANDLORD OR ANY LANDLORD INDEMNITEE. THIS INDEMNITY SHALL APPLY WITHOUT LIMITATION TO ANY LIABILITIES IMPOSED ON ANY PARTY INDEMNIFIED HEREUNDER AS A RESULT OF ANY STATUTE, RULE, REGULATION OR THEORY OF STRICT LIABILITY. TENANT EXPRESSLY ASSUMES THE ENTIRE

LIABILITY PURSUANT TO THIS INDEMNIFICATION PROVISION FOR ANY AND ALL LIABILITIES ARISING IN FAVOR OF ANY THIRD PARTY OR GOVERNMENTAL AUTHORITY, THE PARTIES HERETO, THEIR EMPLOYEES AND THEIR EMPLOYEES REPRESENTATIVES AND BENEFICIARIES. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. "CONTAMINATED MATERIALS" MEANS (A) ANY PETROLEUM OR PETROLEUM PRODUCTS, METALS, GASES, CHEMICAL COMPOUNDS, RADIOACTIVE MATERIALS, ASBESTOS, UREA FORMALDEHYDE FOAM INSULATION, TRANSFORMERS OR OTHER EQUIPMENT THAT CONTAIN DIELECTRIC FLUID CONTAINING POLYCHLORINATED BIPHENYLS, LEAD PAINT, PUTRESCIBLE AND INFECTIOUS MATERIALS, AND RADON GAS; (B) ANY CHEMICALS OR SUBSTANCES DEFINED AS OR INCLUDED IN THE DEFINITION OF "HAZARDOUS SUBSTANCES", "HAZARDOUS WASTES", "HAZARDOUS MATERIALS", "EXTREMELY HAZARDOUS WASTES", "RESTRICTED HAZARDOUS WASTES", "TOXIC SUBSTANCES", "TOXIC POLLUTANTS", "CONTAMINANTS" OR "POLLUTANTS", OR WORDS OF SIMILAR IMPORT, UNDER ANY APPLICABLE ENVIRONMENTAL LAW; AND (C) ANY OTHER CHEMICAL, MATERIAL OR SUBSTANCE, EXPOSURE TO WHICH IS PROHIBITED, LIMITED OR REGULATED BY ANY APPLICABLE ENVIRONMENTAL LAW OR GOVERNMENTAL AUTHORITY OR WHICH IS REGULATED BECAUSE OF ITS ADVERSE EFFECT OR POTENTIAL ADVERSE EFFECT ON HEALTH AND THE ENVIRONMENT, INCLUDING SOIL AND CONSTRUCTION DEBRIS THAT MAY CONTAIN ANY OF THE MATERIALS DESCRIBED IN THIS DEFINITION. "ENVIRONMENTAL EVENT" MEANS THE OCCURRENCE OF ANY OF THE FOLLOWING: (I) ANY NONCOMPLIANCE WITH AN ENVIRONMENTAL LAW; (II) AN ENVIRONMENTAL CONDITION REQUIRING RESPONSIVE ACTION, INCLUDING AN ENVIRONMENTAL CONDITION CAUSED BY A THIRD PERSON; (III) ANY EVENT ON, AT OR FROM THE PROPERTY IN QUESTION OR RELATED TO THE OPERATION THEREOF OF SUCH A NATURE AS TO REQUIRE REPORTING TO APPLICABLE GOVERNMENTAL AUTHORITIES UNDER ANY ENVIRONMENTAL LAW, (IV) AN EMERGENCY ENVIRONMENTAL CONDITION, (V) THE EXISTENCE OR DISCOVERY OF ANY SPILL, DISCHARGE, LEAKAGE, PUMPAGE, DRAINAGE, POURAGE, INTERMENT, EMISSION, EMPTYING, INJECTING, ESCAPING, DUMPING, DISPOSING, MIGRATION OR OTHER RELEASE OR ANY KIND OF CONTAMINATED MATERIALS ON, AT OR FROM THE PROPERTY IN QUESTION WHICH MAY CAUSE A THREAT OR ACTUAL INJURY TO HUMAN HEALTH, THE ENVIRONMENT, PLANT OR ANIMAL LIFE OR (VI) ANY THREATENED OR ACTUAL ENVIRONMENTAL CLAIM. "ENVIRONMENTAL CLAIMS" MEANS ANY AND ALL CLAIMS THAT ANY PERSON MAY NOW OR HEREAFTER HAVE IN CONNECTION WITH OR AS A RESULT OF THE CONDITION OF ANY PROPERTY, ANY EXISTING OR PAST ENVIRONMENTAL RELEASE OF ANY CONTAMINATED MATERIALS FROM ANY PROPERTY OR INTO THE GROUND, GROUND WATER OR SURFACE WATER OF ANY PROPERTY, THE EXISTENCE OF ANY ENVIRONMENTAL PROCEEDINGS WITH RESPECT TO ANY PROPERTY OR ITS OPERATION OR THE VIOLATION OF ANY ENVIRONMENTAL LAWS WITH RESPECT TO ANY PROPERTY OR ITS OPERATION. "ENVIRONMENTAL LAW(S)" MEANS ANY APPLICABLE FEDERAL, STATE OR

LOCAL STATUTE, LAW (INCLUDING COMMON LAW TORT LAW, COMMON LAW NUISANCE LAW AND COMMON LAW IN GENERAL), RULE, REGULATION, ORDINANCE, CODE, PERMIT, CONCESSION, GRANT, FRANCHISE, LICENSE, POLICY OR RULE OF COMMON LAW NOW IN EFFECT OR ADOPTED IN THE FUTURE, AND IN EACH CASE AS MAY BE AMENDED OR REPLACED, AND ANY JUDICIAL OR ADMINISTRATIVE INTERPRETATION THEREOF (INCLUDING ANY JUDICIAL OR ADMINISTRATIVE ORDER, CONSENT DECREE OR JUDGMENT) RELATING TO (I) THE ENVIRONMENT, HEALTH, SAFETY OR CONTAMINATED MATERIALS, (II) THE STORAGE, HANDLING, EMISSION, DISCHARGE, RELEASE AND USE OF CHEMICALS AND OTHER CONTAMINATED MATERIALS, (III) THE GENERATION, PROCESSING, TREATMENT, STORAGE, TRANSPORT, DISPOSAL, INVESTIGATION, REMEDIATION OR OTHER MANAGEMENT OF WASTE MATERIALS OF ANY KIND, AND (IV) THE PROTECTION OF ENVIRONMENTALLY SENSITIVE AREAS, INCLUDING CERCLA; THE HAZARDOUS MATERIALS TRANSPORTATION ACT, AS AMENDED, 49 U.S.C. § 5101 ET SEQ.; THE RESOURCE CONSERVATION AND RECOVERY ACT, AS AMENDED, 42 U.S.C. § 6901 ET SEQ.; THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED, 33 U.S.C. § 1251 ET SEQ.; THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. § 2601 ET SEQ.; THE CLEAN AIR ACT, 42 U.S.C. § 7401 ET SEQ.; THE SAFE DRINKING WATER ACT, 42 U.S.C. § 300F ET SEQ.; THE ENDANGERED SPECIES ACT, AS AMENDED, 16 U.S.C. § 1531 ET SEQ.; THE TEXAS SOLID WASTE DISPOSAL ACT, TEX. HEALTH & SAFETY CODE ANN. CH. 361 (VERNON 1990); THE TEXAS CLEAN AIR ACT, TEX. HEALTH & SAFETY CODE ANN. CH. 382 (VERNON 1990); THE TEXAS WATER CODE, TEX. WATER CODE ANN. (VERNON 1988 AND SUPP. 1990); THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, TEX. WATER CODE ANN. (VERNON 1988 AND SUPP. 1990); THE FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT, 7 U.S.C. § 136 ET. SEQ.; AND THE EMERGENCY PREPAREDNESS AND RESPONSE COMMUNITY RIGHT-TO-KNOW ACT, 42 U.S.C. § 11001. **“ENVIRONMENTAL PROCEEDING”** MEANS (I) ANY NOTICE OF ANY INVESTIGATION, RESPONSE ACTION, SPILL, PROCEEDING, WHETHER EXECUTIVE, ADMINISTRATIVE OR JUDICIAL, OR LITIGATION OR LITIGATION THREATENED IN WRITING RELATING TO ENVIRONMENTAL LAWS OR OTHER ENVIRONMENTAL MATTERS CONCERNING A PROPERTY INsofar AS SUCH INVESTIGATION, RESPONSE ACTION, SPILL, LITIGATION, LITIGATION THREATENED IN WRITING OR PROCEEDING RELATES TO SUCH PROPERTY; OR (II) RECEIPT OF ANY NOTICE FROM ANY PERSON OF: (X) ANY VIOLATION OR ALLEGED VIOLATION OF ANY ENVIRONMENTAL LAW RELATING TO A PROPERTY OR ANY PART THEREOF OR ANY ACTIVITY AT THE TIME CONDUCTED ON ANY PROPERTY, (Y) THE COMMENCEMENT OF ANY CLEAN-UP, ABATEMENT OR CONTROL PURSUANT TO OR IN ACCORDANCE WITH ANY ENVIRONMENTAL LAW OF ANY CONTAMINATED MATERIALS ON OR ABOUT ANY SUCH PROPERTY OR ANY PART THEREOF OR (Z) ANY VIOLATION OF ANY GOVERNMENTAL RULES OR HARM TO PERSON OR PROPERTY IN EACH CASE WITH RESPECT TO WORKER SAFETY AT OR IN CONNECTION WITH SUCH PROPERTY OR ANY PART THEREOF.

(b) **SCOPE.** TENANT FURTHER AGREES, EXCEPT AS MAY BE OTHERWISE EXPRESSLY PROVIDED FOR IN THIS LEASE, THAT THE OBLIGATION OF INDEMNIFICATION HEREUNDER SHALL INCLUDE THE FOLLOWING:

(i) LIENS BY THIRD PERSONS AGAINST LANDLORD OR LANDLORD INDEMNITEES, OR ANY OF THEIR PROPERTY, BECAUSE OF LABOR, SERVICES, OR MATERIALS FURNISHED TO TENANT, ITS CONTRACTORS, SUBCONTRACTORS OR ASSIGNEES, IN CONNECTION WITH ANY WORK IN, ON OR ABOUT THE PREMISES; AND

(ii) EXPENSES, CLAIMS, FINES AND PENALTIES OR OTHER ENFORCEMENT CHARGES, RESULTING FROM THE FAILURE OF TENANT TO ABIDE BY ANY AND ALL VALID AND APPLICABLE GOVERNMENTAL RULES.

(c) **LANDLORD EXCLUSIONS.** TO THE EXTENT ANY OF THE LIABILITIES FOR WHICH TENANT IS OBLIGATED TO INDEMNIFY LANDLORD AND LANDLORD INDEMNITEES PURSUANT TO SECTION 10.2 ARE CAUSED BY ANY OF THE FOLLOWING, SUCH LIABILITIES SHALL NOT BE COVERED BY SUCH INDEMNITY:

(i) ANY INJURY TO OR DEATH OR SICKNESS OF ANY INDIVIDUAL OR ANY LOSS OR PHYSICAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY WHICH ARE CAUSED BY THE GROSS NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF LANDLORD OR ANY LANDLORD INDEMNITEE;

(ii) LANDLORD'S OR LANDLORD INDEMNITEES' BREACH OF LANDLORD'S EXPRESS OBLIGATIONS UNDER THIS LEASE; OR

(iii) ANY ACT OR OMISSION OF THE CITY WHILE ACTING PURELY AND SOLELY IN ITS "**GOVERNMENTAL FUNCTION,**" AS THAT TERM IS DEFINED IN THE TEXAS TORT CLAIMS ACT, TEX. CIV. PRAC. & REM. CODE, TITLE 5, CHAPTER 101, SUBCHAPTER B, AS OPPOSED TO ITS PROPRIETARY FUNCTION.

(d) **WAIVERS.** LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO RECOVER AGAINST THE OTHER ANY DAMAGE TO THE PREMISES AND ANY PERSONALTY OR PROPERTY OR ANY PART THEREOF OR CLAIMS ARISING BY REASON OF ANY OF THE FOREGOING, TO THE EXTENT THAT SUCH DAMAGES OR CLAIMS (I) ARE COVERED BY INSURANCE ACTUALLY CARRIED BY EITHER LANDLORD OR TENANT OR (II) WOULD BE INSURED AGAINST UNDER THE TERMS OF ANY INSURANCE REQUIRED TO BE CARRIED UNDER THIS LEASE BY THE PARTY HOLDING OR ASSERTING SUCH CLAIM. THIS PROVISION IS INTENDED TO RESTRICT EACH PARTY TO RECOVERY AGAINST INSURANCE CARRIERS TO THE EXTENT OF SUCH COVERAGE AND TO WAIVE (TO THE EXTENT OF SUCH COVERAGE), FOR THE BENEFIT OF EACH PARTY, RIGHTS OR CLAIMS WHICH MIGHT GIVE RISE TO A RIGHT OF SUBROGATION IN ANY INSURANCE CARRIER.

(e) **SURVIVAL.**

(i) THE PROVISIONS OF THIS SECTION 10.2 SHALL SURVIVE TERMINATION AND/OR EXPIRATION OF THIS LEASE, AND THE TRANSFER OF


THE PREMISES, BY WAY OF REVERTER, FORECLOSURE, SALE, ASSIGNMENT, OR OTHERWISE, TO ANY PARTY.

(ii) Notwithstanding the provisions of Section 10.2(e)(i), above, the foregoing indemnity provisions shall expire and be of no further force and effect as of the Release Date (as hereinafter defined), with the exception of any obligation or liability which arose or accrued prior to the Release Date or arising or accruing from events that occurred prior to the Release Date, provided that Tenant delivers to Landlord, at Tenant's sole cost and expense, a then current ESA Report (as hereinafter defined) for the Premises prepared by an independent environmental engineer or other professional reasonably acceptable to Landlord, which ESA Report (i) is dated no earlier than the Release Date and no later than six (6) months following the Release Date, and (ii) which does not reflect any Environmental Event, or fact or circumstance likely to lead to a Environmental Event (in Landlord's reasonable opinion), adversely affecting the Premises. As used herein, the term "**ESA Report**" shall mean a current Phase I Environmental Site Assessment of the Premises, conducted in accordance with the American Society of Testing Materials (ASTM) Designation E-1527 (as most recently revised), Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process, expanded to include a limited asbestos survey, radon testing, testing for indoor air quality and such other matters relating to the Premises as Landlord may reasonably require. Such engineer or other professional preparing the ESA Report shall provide Landlord with reasonably satisfactory evidence of professional liability insurance, including without limitation, errors and omissions coverage with policy limits reasonably acceptable to Landlord and naming Landlord as an additional insured (to the extent such additional-insured coverage is then available at a commercially reasonable expense). As used herein, the term "**Release Date**" shall mean the later to occur of: (a) the expiration of this Lease in accordance with its terms, or (b) the later to occur of (i) the date upon which Tenant acquires fee simple title to the Premises pursuant to the proper exercise of a right or obligation provided for under the terms of this Lease, or (ii) the date upon which all such rights and obligations either expire on their respective terms or are irrevocably waived by the parties hereto, as applicable; provided that all obligations of Tenant under this Lease have been paid/performed in full by Tenant. Furthermore, Tenant shall not be released from liability under this Lease as aforesaid for any obligation or liability (i) arising or accruing prior to the Release Date, or (ii) that arises or accrues from events that occurred prior to the Release Date. Landlord agrees to enter into an entry and testing agreement, on market terms that are reasonably acceptable to Landlord, to permit the preparation of the ESA or any supplement thereto.

(iii) Notwithstanding the provisions of Section 10.2(e)(i) above, if Landlord terminates this Lease with respect to the Division Street Land in accordance with Section 9.1(b) above, and Tenant conveys to Landlord fee simple title to the Division Street Land in accordance with Section 9.1(d) above, the foregoing indemnity provisions shall expire and be of no further force and effect with respect to Liabilities arising in connection with the Division Street Land as of the date of conveyance of fee simple title to the Division Street Land by Tenant to Landlord, with the exception of any obligation or liability that arose or accrued prior to such conveyance date or that arises or accrues from events that occurred prior to such conveyance date. Tenant agrees to enter into an entry and testing agreement with Landlord, on market terms that are reasonably acceptable to Tenant, to permit an environmental consultant selected by Landlord to enter upon the Division Street Land and perform environmental testing, at Landlord's expense, before Tenant conveys to Landlord fee simple title to the Division Street Land in accordance with Section 9.1(d) above.

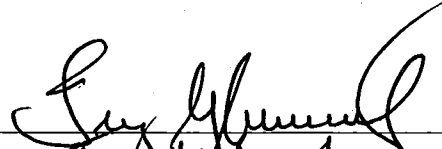
Executed as of the day and year first above written.

ATTEST:

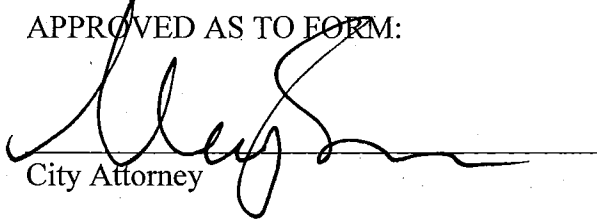

Mary Supino, City Secretary

LANDLORD:

CITY OF ARLINGTON, TEXAS

By: 
Name: Tom Yelverton
City Manager

APPROVED AS TO FORM:


City Attorney

TENANT:

BALLPARK PARKING PARTNERS LLC,
a Texas limited liability company,

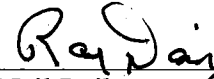
By: 
Name: ~~Neil Leibman~~ RAY DAVIS
Title: ~~President~~ MANAGER, CO-CHAIR

EXHIBIT A

LEGAL DESCRIPTIONS OF THE FGJN LAND

PARKING LOT F:

BEING a 16.77 acre tract of land situated in the William O'Neal Survey, Abstract No. 1190, City of Arlington, Tarrant County, Texas and being all of Lot 8 and a portion of Lot 11, Block A, The Ballpark Addition, an addition to the City of Arlington as recorded in Cabinet A, Slide B673A, Plat Records, Tarrant County, Texas, and being a portion of Lot 6C, Block A, The Ballpark Addition, an Addition to the City of Arlington, as recorded in Cabinet A, Slide B693, Plat Records, Tarrant County, Texas. Said 16.77 acre tract, of land being more particularly described by metes and bounds as follows:

BEGINNING at a found chiseled "x" in concrete for the most northerly point of a corner-clip with the south right-of-way line of Copeland Road (a variable width R.O.W.) and the west right-of-way line of Convention Center Drive (a variable width R.O.W.);

THENCE South 45 degrees 34 minutes 27 seconds East, along said corner-clip for a distance of 35.21 feet to a found 5/8 inch iron rod for corner being in said west right-of-way line of Convention Center Drive;

THENCE South 00 degrees 19 minutes 54 seconds East, along said west right-of-way line, for a distance of 489.54 feet to a set 1/2 inch iron rod for corner, being the northeast corner of Lot 9, Block A, of said The Ballpark Addition, an addition to the City of Arlington as recorded in Cabinet A, Slide B673, Plat Records, Tarrant County, Texas;

THENCE South 89 degrees 53 minutes 58 seconds West, leaving said west right-of-way line, and following along the south line of said Lot 8 and the north line of said Lot 9, being a common line, for a distance of 54.94 feet to a found 1/2 inch iron rod for corner, being the beginning of a non-tangent curve, to the right having a radius of 130.00 feet, a central angle of 79 degrees 29 minutes 29 seconds and a long chord which bears North 50 degrees 21 minutes 26 seconds West, 166.24 feet;

THENCE northwesterly, along said common line and said non-tangent curve to the right, an arc distance of 180.36 feet to a found 5/8 inch iron rod for corner, being the beginning of a reverse curve to the left having a radius of 365.00 feet, a central angle of 20 degrees 48 minutes 59 seconds and a long chord which bears North 21 degrees 01 minutes 23 seconds West, 131.88 feet;

THENCE northwesterly, along said common line and said reverse curve to the left, an arc distance of 132.61 feet to a found 1/2 inch iron rod for corner;

THENCE South 58 degrees 34 minutes 10 seconds West, continuing along said common line, for a distance of 115.01 feet to a found 5/8 inch iron rod for corner, being the beginning of a non-tangent curve to the left having a radius of 250.00 feet and a central angle of 173 degrees 07 minutes 21 seconds and a long chord which bears South 62 degrees 04 minutes 18 seconds West, 499.10 feet;

THENCE southwesterly, along said common line and said non-tangent curve, to the left, an arc distance of 755.39 feet to a set 1/2 inch iron rod for corner;

THENCE South 60 degrees 11 minutes 45 seconds West, continuing along said common line, for a distance of 259.68 feet to a set 1/2 inch iron rod for corner, being in the east line of said Lot 6C, Block A, and being the beginning of a non-tangent curve to the left having a radius of 473.66 feet, a central angle of 02 degrees 51 minutes 26 seconds and a long chord which bears South 47 degrees 30 minutes 45 seconds East, 23.62 feet;

THENCE northwesterly, leaving said common line, and following along the west line of said Lot 9 and said east line of Lot 6C, being a common line, and following along said non-tangent curve to the left, an arc distance of 23.62 feet to a set 1/2 inch iron rod for corner, being the northeast corner of Lot 7, Block A, The Ballpark Addition, an addition to the City of Arlington as recorded in Cabinet A, Slide 8673A, Plat Records, Tarrant County, Texas;

THENCE North 90 degrees 00 minutes 00 seconds West, leaving said common line, and following along the south line of said Lot 6C and the north line, of said Lot 7, being a common line, for a distance of 458.30 feet to a set 1/2 inch iron rod for corner, being in the east line of said Lot 11;

THENCE South 00 degrees 53 minutes 00 seconds West, leaving said common line, and following along said east line of Lot 11 and the west line of said Lot 7, being a common line, for a distance of 765.30 feet to a found chiseled "x" in concrete for corner, being in the north line of Lot 5, Block A, The Ballpark Addition, an addition to the City of Arlington as recorded in Cabinet A, Slide B673A, Plat Records, Tarrant County, Texas, and being the beginning of a non-tangent curve to the left having a radius of 325.00 feet, a central angle of 3 degrees 23 minutes 58 seconds and a long chord which bears South 80 degrees 33 minutes 06 seconds West, 19.28 feet;

THENCE southwesterly, leaving said common line and following along said north line of Lot 5 and said non-tangent curve to the left, an arc distance of 19.28 feet to a set chiseled "x" in concrete for corner, being in the east right-of-way line of Legends Way (a 115 foot R.O.W, at this point) as recorded in Instrument No. D207206993, Deed Records, Tarrant County, Texas, and being the beginning of a non-tangent curve to the left having a radius of 857.50 feet, a central angle of 8 degrees 35 minutes 18 seconds and a long chord which bears North 03 degrees 50 minutes 26 seconds East, 128.41 feet;

THENCE northeasterly, along said east right-of-way line and said non-tangent curve to the left, an arc distance of 128.54 feet to a set 1/2 inch iron rod for corner;

THENCE North 00 degrees 27 minutes 13 seconds West, continuing along said east right-of-way line, for a distance of 910.55 feet to a set 1/2 inch iron rod for corner, being the beginning of a tangent curve to the right having a radius of 436.50 feet, a central angle of 4 degrees 37 minutes 39 seconds and a long chord which bears North 01 degree 51 minutes 37 seconds East, 35.24 feet;

THENCE northeasterly, along said east right-of-way line and said curve to the right, an arc distance of 35.25 feet to a set 1/2 inch iron rod for corner;

THENCE North 04 degrees 20 minutes 30 seconds East, for a distance of 119.27 feet to a set 1/2 inch iron rod for corner, being the beginning of a tangent curve to the left having a radius of 463.50 feet, a central angle of 4 degrees 20 minutes 54 seconds and a long chord which bears North 02 degrees 10 minutes 03 seconds East, 35.17 feet;

THENCE northeasterly, along said right-of-way line and said curve to the left, an arc distance of 35.18 feet to a set 1/2 inch iron rod for corner;

THENCE North 00 degrees 27 minutes 13 seconds West, for a distance of 197.82 feet to a set 1/2 inch iron rod for corner;

THENCE North 89 degrees 25 minutes 35 seconds East, a distance of 5.50 feet to a set 1/2 inch iron rod for corner;

THENCE North 00 degrees 27 minutes 13 seconds West, for a distance of 28.60 feet to a set 1/2 inch iron rod for corner;

THENCE North 44 degrees 26 minutes 17 seconds East, for a distance of 25.50 feet to a set 1/2 inch iron rod for corner;

THENCE North 89 degrees 19 minutes 46 seconds East, for a distance of 159.82 feet to a set 1/2 inch iron rod for corner;

THENCE North 89 degrees 11 minutes 01 seconds East, for a distance of 1244.28 feet to the POINT OR BEGINNING and CONTAINING 730,443 square feet or 16.77 acres of land, more or less.

PARKING LOT G:

BEING a 4.66 acre tract of land situated in the William O'Neal Survey. Abstract No. 1190, Tarrant County, Texas, being a portion of Lot 6C, Block A, The Ballpark Addition. an Addition to the City of Arlington, according to the Plat recorded in Cabinet A, Slide 8693, Plat Records, Tarrant County, Texas. Said 4.66 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found chiseled "x" in concrete for the northwest corner of said Lot 6C and the northeast corner of Lot 6B Block A, of said The Ballpark Addition, an addition to the City of Arlington as recorded in Cabinet A, Slide 8693, Plat Records. Tarrant County, Texas, also being in the south right-of-way line of Copeland Road (a variable width R.O.W.);

THENCE North 89 degrees 25 minutes 21 seconds East, along said south right-of-way line for a distance of 219.19 feet to a set 1/2 inch iron rod for corner;

THENCE South 83 degrees 41 minutes 25 seconds East, continuing along said south right-of-way line for a distance of 39.84 feet to a set 1/2 inch iron rod for corner, being the beginning of a tangent curve to the left, having a delta of 06 degrees 53 minutes 00 seconds, a radius of 245.00 feet and a chord bearing and distance of South 87 degrees 07 minutes 55 seconds East 29.42 feet;

THENCE southeasterly, along said south right-of-way line and said curve to the left, an arc distance of 29.43 feet to a set 1/2 inch iron rod for corner;

THENCE North 89 degrees 25 minutes 35 seconds East, continuing along said south right-of-way line, for a distance of 210.04 feet to a set 1/2 inch iron rod for corner, being the most northerly point of a corner-clip with the west right-of-way line of Legends Way (a variable width R.O.W.);

THENCE South 45 degrees 30 minutes 49 seconds East, along said corner-clip, for a distance of 22.60 feet to a set 1/2 inch iron rod for corner, being in said west right-of-way line;

THENCE South 00 degrees 27 minutes 13 seconds East, along said west right-of-way line, for a distance of 24.00 feet to a set 1/2 inch iron rod for corner;

THENCE North 89 degrees 25 minutes 35 seconds East, continuing, along said west right-of-way line, for a distance of 6.50 feet to a set 1/2 inch iron rod for corner;

THENCE South 00 degrees 27 minutes 13 seconds East, continuing said west right-of-way line, for a distance of 350.62 feet to a set P.K. nail for corner, being in the north line of Lot 11. Block A, of said The Ballpark Addition, an addition to the City of Arlington as recorded in Cabinet A, Slide 8673A, Plat Records, Tarrant County, Texas;

THENCE North 90 degrees 00 minutes 00 seconds West, leaving said west right-of-way line, and following along the south line of said Lot 6C and the said north line of Lot 11, being a common line, and continuing with the common line of Lot 10, Block A of said The Ballpark Addition, an addition to the City of Arlington as recorded in Cabinet A, Slide 8673A, Plat Records, Tarrant County, Texas, for a distance of 519.26 feet to a found P.K. nail for corner, being the southeast corner of said Lot 6B Block. A;

THENCE North 00 degrees 39 minutes 39 seconds West, leaving said common line, and following along the west line of said Lot 6C and the east line of said Lot 6B, being a common line, for a distance of 391.95 feet to the POINT OF BEGINNING and CONTAINING 202.971. square feet or 4.66 acres of land, more or less.

PARKING LOT J:

Being a 13.77 acre tract of land situated in the William O'Neal Survey, Abstract No.1190, Tarrant County, Texas, being a portion of Block 1, Arlington Stadium Addition, an addition to the City of Arlington as recorded in Volume 388-171, Page 52, Plat Records, Tarrant County, Texas. Said 13.59 acre tract of land being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod, said point being located at the south corner of a corner clip being the intersection point of the north right-of-way line of East Randol Mill Road (a variable width right-of-way) and the west right-of-way line of Nolan Ryan Expressway (90' right-of-way);

THENCE South 89 degrees 37 minutes 32 seconds West, following along said north right-of-way line, a distance of 135.68 feet to a found 1/2 inch iron rod for corner, said corner also being the beginning of a tangent curve to the right having a radius of 876.04 feet, a central angle of 31 degrees 35 minutes 16 seconds, and a long chord which bears North 74 degrees 33 minutes 57 seconds West, 476.88 feet;

THENCE along said curve to the right and continuing along said north line, an arc distance of 482.97 feet to a found 1/2 inch iron rod, said corner being the point of reverse curvature of a curve to the left having a radius of 1055.00 feet, a central angle of 12 degrees 13 minutes 05 seconds, and a long chord which bears North 64 degrees 53 minutes 00 seconds West, 224.55 feet;

THENCE along said curve to the left and continuing along said north line, an arc distance of 224.98 feet to a found 1/2 inch iron rod, said corner being the end of said curve and also being located in the east boundary line of Block 5, of the said Arlington Stadium Addition, being a common line;

THENCE North 05 degrees 56 minutes 04 seconds East, leaving said north right-of-way line and following along said common line, for a distance of 63.19 feet to a found 1/2 inch iron rod for corner;

THENCE North 01 degrees 02 minutes 18 seconds East, continuing along said common line, a distance of 110.26 feet to a found 1/2 inch iron rod for corner, said corner being the beginning of a non-tangent curve to the right having a radius of 215.48 feet and a central angle of 21 degrees 09 minutes 37 seconds, and a long chord which bears North 11 degrees 44 minutes 15 seconds East, 79.13 feet;

THENCE along said curve to the right and continuing along said common line, an arc distance of 79.58 feet to a found 1/2 inch iron rod for corner and the end of said curve;

THENCE North 22 degrees 14 minutes 03 seconds East, continuing along said common line, a distance of 110.91 feet to a found 1/2 inch iron rod for corner, said corner being the beginning of a non-tangent curve to the right having a radius of 200.00 feet and a central angle of 10 degrees 43 minutes 24 seconds, and a long chord which bears North 84 degrees 40 minutes 06 seconds East, 37.38 feet;

THENCE along said curve to the right and leaving said common line, an arc distance of 37.43

feet to a found 1/2 inch iron rod for corner and the end of said curve;

THENCE North 90 degrees 00 minutes 00 seconds East, a distance of 101.47 feet to a found 1/2 inch iron rod for corner, said corner being the beginning of a tangent curve to the left having a radius of 50.00 feet, a central angle of 45 degrees 00 minutes 00 seconds, and a long chord which bears North 67 degrees 30 minutes 00 seconds East, 38.27 feet;

THENCE along said curve to the left, an arc distance of 39.27 feet to a found 1/2 inch iron rod for corner and the end of said curve;

THENCE North 45 degrees 00 minutes 00 seconds East, a distance of 5.27 feet to a found 1/2 inch iron rod for corner;

THENCE North 45 degrees 00 minutes 00 seconds West, a distance of 5.00 feet to a found 1/2 inch iron rod for corner;

THENCE North 45 degrees 00 minutes 00 seconds East, a distance of 90.00 feet to a found 1/2 inch iron rod for corner;

THENCE South 45 degrees 00 minutes 00 seconds East, a distance of 5.00 feet to a found 1/2 inch iron rod for corner;

THENCE North 45 degrees 00 minutes 00 seconds East, a distance of 20.00 feet to a found 1/2 inch iron rod for corner, said corner being the beginning of a tangent curve to the left having a radius of 125.00 feet, a central angle of 31 degrees 04 minutes 05 seconds, and a long chord which bears North 29 degrees 27 minutes 58 seconds East, 66.95 feet;

THENCE along said curve to the left, an arc distance of 67.78 feet to a to a found 1/2 inch iron rod for corner and the end of said curve;

THENCE North 15 degrees 00 minutes 00 seconds East, a distance of 105.00 feet to a found 1/2 inch iron rod for corner, said corner being the beginning of a tangent curve to the right having a radius of 200.00 feet, a central angle of 45 degrees 00 minutes 00 seconds, and a long chord which bears North 37 degrees 30 minutes 00 seconds East, 153.07 feet;

THENCE along said curve to the right, an arc distance of 157.08 feet to a found 1/2 inch iron rod for corner and the end of said curve;

THENCE North 60 degrees 00 minutes 00 seconds East, a distance of 44.11 feet to a found 1/2 inch iron rod for corner, said corner being the beginning of a tangent curve to the left having a radius of 200.00 feet, a central angle of 15 degrees 22 minutes 41 seconds, and a long chord which bears North 52 degrees 18 minutes 40 seconds East, 53.52 feet;

THENCE along said curve to the left, an arc distance of 53.68 feet to a found 1/2 inch iron rod for corner and the end of said curve;

THENCE North 44 degrees 37 minutes 19 seconds East, a distance of 68.44 feet to a set 1/2 inch iron rod for corner, said corner being in the west right-of-way of Nolan Ryan Expressway (a variable R.O.W.);

THENCE South 45 degrees 22 minutes 41 seconds East, following along said west right-of-way, a distance of 58.62 feet to a set 1/2 inch iron rod for corner;

THENCE North 44 degrees 37 minutes 20 seconds East, continuing along said west right-of-way, a distance of 15.00 feet to a set 1/2 inch iron rod for corner;

THENCE North 44 degrees 37 minutes 30 seconds East, continuing along said west right-of-way, a distance of 0.34 feet to a set 1/2 inch iron rod for corner;

THENCE South 45 degrees 46 minutes 04 seconds East, continuing along said west right-of-way, a distance of 239.14 feet to a set 1/2 inch iron rod for corner, said corner being the beginning of a non-tangent curve to the right having a radius of 20.00 feet, a central angle of 32 degrees 50 minutes 41 seconds, and a long chord which bears South 15 degrees 56 minutes 40 seconds East, 11.31 feet;

THENCE along said west right-of-way line and said non-tangent curve to the right, an arc distance of 11.47 feet to a set 1/2 inch iron rod for corner, said corner being the beginning of a compound curve to the right having a radius of 77.00 feet, a central angle of 4 degrees 13 minutes 06 seconds, and a long chord which bears South 02 degrees 35 minutes 13 seconds West, 5.67 feet;

THENCE along said west right-of-way line and said compound curve to the right, an arc distance of 5.67 feet to a set 1/2 inch iron rod for corner;

THENCE South 04 degrees 41 minutes 47 seconds West, continuing along said west right-of-way, a distance of 31.35 feet to a set 1/2 inch iron rod for corner;

THENCE South 02 degrees 00 minutes 48 seconds West, continuing along said west right-of-way, a distance of 189.32 feet to a found 1/2 inch iron rod for corner;

THENCE South 00 degrees 22 minutes 41 seconds East, continuing along said west right-of-way, a distance of 298.15 feet to a found 1/2 inch iron rod for corner, said corner being the beginning of a tangent curve to the right having a radius of 1238.07 feet, a central angle of 2 degrees 17 minutes 29 seconds, and a long chord which bears South 00 degrees 46 minutes 04 seconds West, 49.51 feet;

THENCE along said curve to the right and continuing along said west right-of-way, an arc distance of 49.51 feet to a found 1/2 inch iron rod for corner, said corner being the point of reverse curvature of a curve to the left having a radius of 1263.01 feet and a central angle of 2 degrees 17 minutes 29 seconds and a long chord which bears South 00 degrees 46 minutes 04 seconds West, 50.51 feet;

THENCE along said curve to the left and continuing along said west right-of-way, an arc distance

of 50.51 feet to a found 1/2 inch iron rod for corner and the end of said curve;

THENCE South 00 degrees 22 minutes 41 seconds East, continuing along said west right-of-way, a distance of 201.47 feet to a found 1/2 inch iron rod for corner;

THENCE South 44 degrees 37 minutes 26 seconds West, continuing along said west right-of-way, a distance of 35.35 feet to the POINT OF BEGINNING and CONTAINING 600,014 square feet, 13.77 acres of land, more or less.

PARKING LOT N:

BEING a 5.36 acre tract of land situated in the William O'Neal Survey, Abstract No. 1190, City of Arlington, Tarrant County, Texas, being a portion of Lot 11 and Lot 5, Block A, The Ballpark Addition, an addition to the City of Arlington as recorded in Cabinet A, Slide 8673A, Plat Records, Tarrant County, Texas. Said 5.36 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found P.K. nail for the northwest corner of said Lot 11 and the northeast corner of Lot 10, Block A of said The Ballpark Addition, an addition to the City of Arlington as recorded in Cabinet A, Slide 8673A, Plat Records, Tarrant County, Texas, also being in the south line of Lot 6C, Block A, The Ballpark Addition, an Addition to the City of Arlington, as recorded in Cabinet A, Slide 8693, Plat Records, Tarrant County, Texas.

THENCE North 90 degrees 00 minutes 00 seconds East, along the common line of said Lot 11 and lot 6C, for a distance of 64.74 feet to a set P.K. nail for corner, being in the west right-of-way line of Legends Way (a 115 foot R.O.W. at this point) as recorded in Instrument No. D207206993, Deed Records, Tarrant County, Texas;

THENCE South 00 degrees 27 minutes 13 seconds East, along said west right-of-way line, for a distance of 946.69 feet to a set chiseled "x" in concrete for corner, being the beginning of a tangent curve to the right having a radius of 742.50 feet, a central angle of 23 degrees 04 minutes 12 seconds and a long chord which bears South 11 degrees 04 minutes 53 seconds West, 296.95 feet;

THENCE southwesterly, along said west right-of-way line and said curve to the right, an arc distance of 298.96 feet to a set chiseled "x" in concrete for corner, being the beginning of a compound curve to the left having a radius of 76.50 feet, a central angle of 113 degrees 26 minutes 10 seconds and a long chord which bears South 79 degrees 19 minutes 21 seconds West, 127.90 feet;

THENCE southwesterly, along said west right-of-way line and said compound curve to the left, an arc distance of 151.46 feet to a set chiseled "x" in concrete for corner;

THENCE North 43 degrees 57 minutes 35 seconds West, continuing along said west right-of-way line, for a distance of 33.52 feet set chiseled "x" in concrete for corner, being in the easterly right-of-way line of Nolan Ryan Expressway (a 90 foot R.O.W. at this point) and being the beginning of a non-tangent curve to the right having a radius of 955.00 feet, a central angle of 11 degrees 34 minutes 03 seconds and a long chord which bears North 36 degrees 02 minutes 30 seconds West, 192.48 feet;

THENCE northwesterly, leaving said west right-of-way line, and following along said easterly right-of-way line and said non-tangent curve to the right, an arc distance of 192.81 feet to a found chiseled "x" in concrete for corner;

THENCE North 60 degrees 02 minutes 30 seconds East, continuing along said easterly right-of-way line, for a distance of 10.00 feet to a found P.K. nail for corner;

THENCE North 29 degrees 57 minutes 30 seconds West, continuing along said easterly right-of-way line, for a distance of 10.00 feet to a found P.K. nail for corner;

THENCE South 60 degrees 02 minutes 30 seconds West, continuing along said easterly right-of-way line, for a distance of 10.00 feet to a found chiseled "x" in concrete for corner, being the beginning of a non-tangent curve to the right having a radius of 955.00 feet, a central angle of 1 degrees 12 minutes 06 seconds and a long chord which bears North 29 degrees 03 minutes 25 seconds West, 20.03 feet;

THENCE northwesterly, along said easterly right-of-way line and said non-tangent curve to the right, an arc distance of 20.03 feet to a found chiseled "x" in concrete for corner, being the beginning of a compound curve to the right having a radius of 37.50 feet, a central angle of 69 degrees 46 minutes 47 seconds and a long chord which bears North 06 degrees 26 minutes 01 seconds East, 42.90 feet;

THENCE northeasterly, along said easterly right-of-way line and said compound curve to the right, an arc distance of 45.67 feet to a found chiseled "x" in concrete for corner, being the beginning of a reverse curve to the left having a radius of 188.00 feet, a central angle of 91 degrees 53 minutes 22 seconds and a long chord which bears North 04 degrees 37 minutes 16 seconds West, 270.22 feet;

THENCE northwesterly, along said easterly right-of-way line and said reverse curve to the left, an arc distance of 301.51 feet to a found chiseled "x" in concrete for corner, being the southeast corner of said Lot 10;

THENCE North 45 degrees 39 minutes 04 seconds East, leaving said easterly right-of-way line, and following along the west line of said Lot 11 and said east line of Lot 10, being a common line, for a distance of 85.35 feet to a set chiseled "x" in concrete for corner;

THENCE North 45 degrees 00 minutes 00 seconds East, continuing along said common line, for a distance of 307.88 feet to a found 1/2 inch iron rod for corner;

THENCE North 00 degrees 00 minutes 00 seconds East, continuing along said common line, for a distance of 466.50 feet to the POINT OF BEGINNING and CONTAINING 233,515 square feet or 5.36 acres of land, more or less.

EXHIBIT B

LEGAL DESCRIPTION OF THE STONEGATE LAND

ALL of Lots 1 and 2, Block 1, Stonegate Addition, an addition to the City of Arlington, Texas as recorded in Instrument No., D209186698, Plat Records, Tarrant County, Texas, said Lots combined being the same property described by metes and bounds as follows:

BEING a 17.601 acre tract of land situated in the J. Blackwell Survey, Abstract No. 147, Tarrant County, Texas, being a portion of Site 11, Great Southwest Industrial District, Industrial Community No. 3, an addition to the City of Arlington, as recorded in Volume 388-46, Page 429, Plat Records, Tarrant County, Texas, a portion of Site 11A, Great Southwest Industrial District, Industrial Community No. 3, an addition to the City of Arlington, as recorded in Volume 388-47, Page 162, Plat Records, Tarrant County, Texas and a portion of Site 42, Six Flags Business Park, an addition to the City of Arlington, as recorded in Volume 388-19, Page 95, Plat Records, Tarrant County, Texas and also being known as all of Lots 1 and 2, Block 1, Stonegate Addition, an addition to the City of Arlington, Texas as recorded in Instrument No. D209186698, Plat Records, Tarrant County, Texas. Lot 1, Block 1, Stonegate Addition, an addition to the City of Arlington, Texas is the same property as the combination of the 18.437 acre tract and the 0.65 acre tract described by metes and bounds on Exhibit A to the First Modification Agreement, dated August 27, 2008, by and between Credit Union Liquidity Services, LLC and Stonegate Home Park, L.P., filed August 28, 2008 as Instrument No. D208336761 in the Real Property Records of Tarrant County, Texas (the "FMA"), less the 2.30 acre tract described by metes and bounds on Exhibit B to the FMA. Said 17.601 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron for corner, being the southwest corner of said Lot 1 and also being in the north right-of-way line of East Sanford Street (a 60 foot R.O.W. at this point);

THENCE North 00 degrees 40 minutes 25 seconds West, leaving said north right-of-way line, for a distance of 138.96 feet to a found 1/2 inch iron rod for corner;

THENCE North 21 degrees 20 minutes 02 seconds West, for a distance of 586.13 feet to a found 1/2 inch iron rod for corner;

THENCE North 08 degrees 02 minutes 25 seconds East, for a distance of 415.16 feet to a found 1/2 inch iron rod for corner;

THENCE North 38 degrees 30 minutes 21 seconds East, for a distance of 56.29 feet to a found 1/2 inch iron rod for corner;

THENCE South 80 degrees 06 minutes 51 seconds East, for a distance of 103.24 feet to a found 1/2 inch iron rod for corner;

THENCE South 72 degrees 09 minutes 23 seconds East, for a distance of 285.11 feet to a found 1/2 inch iron rod for corner;

THENCE South 37 degrees 09 minutes 23 seconds East, for a distance of 617.65 feet to a found 1/2 inch iron rod for corner;

THENCE South 55 degrees 08 minutes 58 seconds East, for a distance of 97.30 feet to a found 1/2 inch iron rod for corner;

THENCE North 56 degrees 38 minutes 28 seconds East, for a distance of 76.92 feet to a found 1/2 inch iron rod for corner, being in the west right-of-way line of Stadium Drive (a variable width R.O.W. at this point), and being the beginning of a non-tangent curve to the left having a radius of 1060.00 feet, a central angle of 24 degrees 32 minutes 03 seconds and a long chord which bears South 00 degrees 21 minutes 40 seconds West, 450.43 feet;

THENCE southwesterly, along said west right-of-way line of Stadium Drive and the arc of said non-tangent curve to the left, passing the northeast corner of said Lot 2 at a distance of 142.88 feet, and continuing for a total distance of 453.89 feet to a found 1/2 inch iron rod for corner, being the beginning of a reverse curve to the right having a radius of 571.02 feet, a central angle of 5 degrees 54 minutes 59 seconds and a long chord which bears South 08 degrees 56 minutes 52 seconds East, 58.94 feet;

THENCE southeasterly, along said west right-of-way line and the arc of said reverse curve to the right, for a distance of 58.96 feet to a found 1/2 inch iron rod for corner, being the most northerly point of a corner-clip with said north right-of-way line of East Sanford Street;

THENCE South 47 degrees 02 minutes 44 seconds West, along said corner-clip, for a distance of 10.20 feet to a found 1/2 inch iron rod for corner, being in said north right-of-way line of East Sanford Street;

THENCE South 89 degrees 16 minutes 05 seconds West, along said north right-of-way line, for a distance of 139.35 feet to a found 1/2 inch iron rod for corner, being the southwest corner of said Lot 2;

THENCE South 84 degrees 26 minutes 13 seconds West, continuing along said north right-of-way line, for a distance of 52.99 feet to a found 1/2 inch iron rod for corner;

THENCE South 89 degrees 18 minutes 56 seconds West, continuing along said north right-of-way line, for a distance of 575.33 feet to the POINT OF BEGINNING and CONTAINING 766,698 square feet or 17.601 acres of land, more or less.

EXHIBIT C

LEGAL DESCRIPTION OF THE DIVISION STREET LAND

BEING that certain lot, tract, or parcel of land located in the Joel Blackwell Survey, Abstract No. 147, in the City of Arlington, Tarrant County, Texas, and being part of Block 5 of Pilant Acres, an addition to the City of Arlington according to Plat recorded in Volume 204, Page 84, of the Plat Records of Tarrant County, Texas (PRTCT), also being that certain tract of land described in deed to First-Citizens Bank and Trust Company according to deed recorded in Instrument No. D210134267, of the Deed Records of Tarrant County, Texas (DRTCT), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found, said iron rod being located on the northerly right-of-way line of East Division Street (U.S. Highway 80 - called 117 foot R.O.W. at this point), and also being located on the East line of said Block 5, Pilant Acres, and the West line of Block 4, of said Pilant Acres, from which a 1/2 inch iron rod found on the West right-of-way line of Michener Drive (called 50 foot R.O.W.) bears North 79 degrees 24 minutes 32 seconds East, a distance of 200.98 feet;

THENCE South 79 degrees 11 minutes 11 seconds West, with said northerly right-of-way line of East Division Street, a distance of 305.15 feet to a 1/2 inch iron rod with cap (#3689) found for corner (East Division Street becoming a called 122 foot R.O.W. at this point);

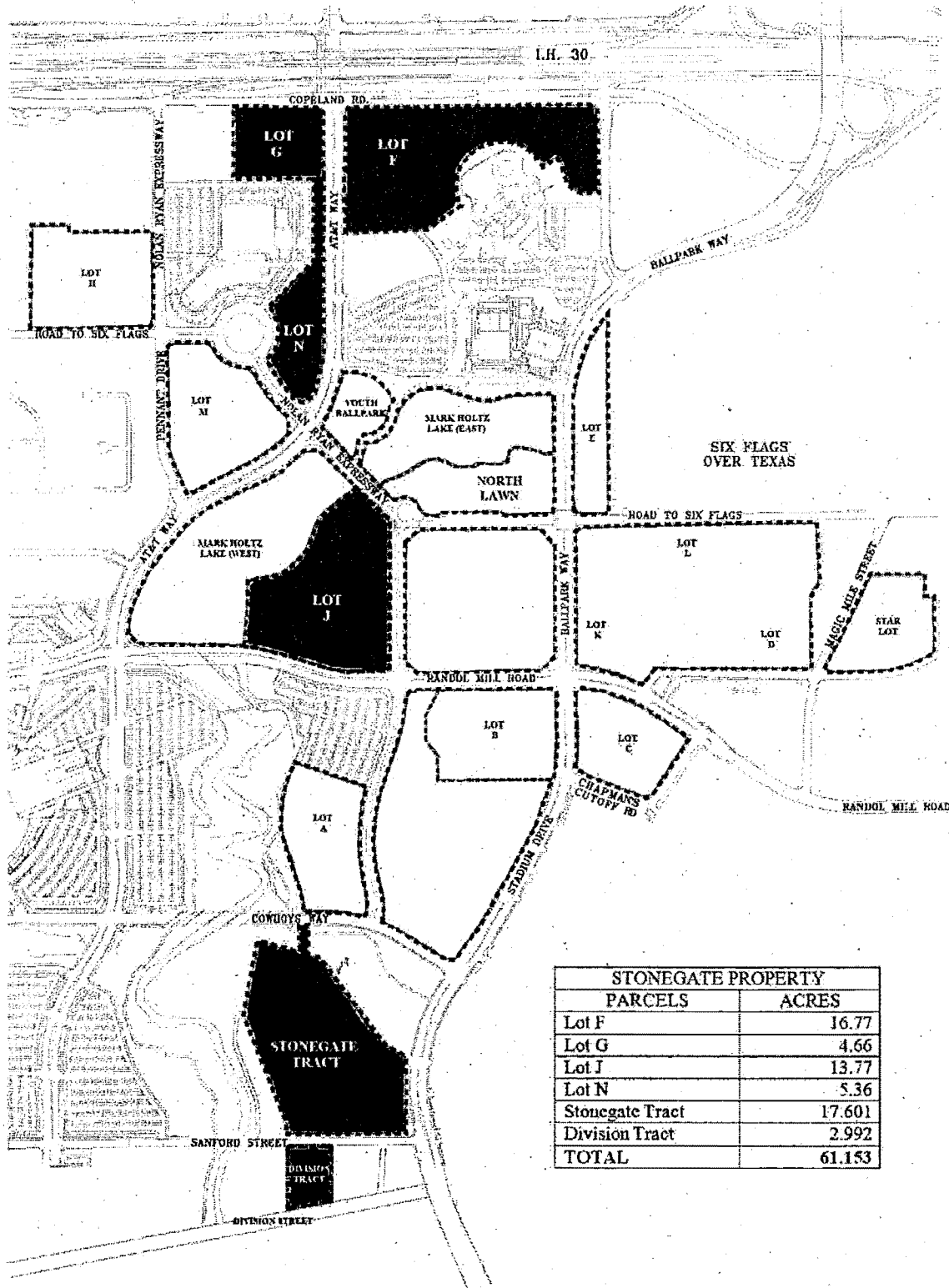
THENCE North 01 degree 04 minutes 12 seconds West, passing at a distance of 4.95 feet a 1/2 inch iron rod found, said iron rod being the Southeast corner of Lot 5A, of Pilant Acres Addition, an addition to the City of Arlington according to Plat recorded in Volume 388-120, Page 21, PRTCT, continuing in all, a distance of 459.28 feet to an "X" cut in concrete found for corner, said "X" being located on the South right-of-way line of Sanford Street (variable width R.O.W.);

THENCE North 89 degrees 23 minutes 05 seconds East, with said South right-of-way line of Sanford Street, a distance of 302.35 feet to a 1/2 inch iron rod with plastic cap stamped "DiSciullo & Terry" set for corner, from which a "PK" nail found with shiner bears North 05 degrees 50 minutes 45 seconds East, a distance of 5.46 feet;

THENCE South 00 degrees 50 minutes 43 seconds East, leaving the South right-of-way line of Sanford Street, passing at a distance, of 0.42 feet a nail in the face of concrete wall, continuing with the East line of the aforementioned Block 5, Pilant Acres, and the West line of the aforementioned Lot 4, Pilant Acres, a distance of 405.24 feet to the POINT OF BEGINNING of herein described tract, containing a calculated area of 130,325 square feet, or 2.992 acres of land.

EXHIBIT D

DEPICTION OF THE PREMISES



STONEGATE PROPERTY	
PARCELS	ACRES
Lot F	16.77
Lot G	4.66
Lot J	13.77
Lot N	5.36
Stonegate Tract	17.601
Division Tract	2.992
TOTAL	61.153