

**SECOND AMENDED AND RESTATED
CONVENTION CENTER PARKING AGREEMENT**

This Second Amended and Restated Convention Center Parking Agreement (this "Agreement"), made and entered into this 3rd day of July, 2017, by and between the CITY OF ARLINGTON, TEXAS (the "City"), a duly incorporated home rule city of the State of Texas, and BALLPARK PARKING PARTNERS LLC, a Texas limited liability company ("BPP"). The City and BPP are sometimes referred to herein collectively as the "Parties" or singularly as a "Party".

RECITALS

- A. On June 13, 2007, the City, Arlington Sports Facilities Development Authority, Inc. (the "ASFDA") and Ballpark Real Estate, L.P. ("BRE") entered into that New Convention Center Parking Agreement (the "2007 Parking Agreement"), providing for the shared parking of 1,200 parking spaces in the vicinity of the Arlington Convention Center (the "Convention Center").
- B. On June 13, 2007, BRE transferred to the City approximately 10.3 acres of land described on Exhibit A hereto (the "BPP Exchange Land"), as part of a direct like-kind exchange transaction. The BRE Exchange Land is located west of the building known as the Arlington Convention Center and forms part of Lot 7, Block A of The Ballpark Addition of the City of Arlington, as shown on that replat filed in Cabinet A, Slide 8673A, in the plat records of Tarrant County, Texas ("Lot 7"). The total number of paved and marked parking spaces currently on the BRE Exchange Land is 660. That portion of Lot 7 on which the 660 parking spaces are now located is herein referred to as "Parking Lot I." This transaction was in furtherance of the 1990 Master Agreement that formed the basis upon which the voters approved an increase in sales tax, the revenue of which was pledged to pay \$135 million in bonds for construction of the Ballpark Complex which included the Ballpark, Centerfield Office Building, and related parking. As part of the transaction approved by the voters, the City agreed to an exchange of land whereby the City would exchange 12.7 acres of land on Copeland Road to BRE in fee simple in exchange for an approximately equal amount of land to be owned in fee by the City, and used for 1200 Convention Center parking spaces.
- C. On June 13, 2007, the City, ASFDA and BRE entered into the Development Property Lease and the Development Option Agreement whereby BRE obtained the right to acquire fee simple title to the parcels leased to BRE under the Development Property Lease for development purposes, under the circumstances described in, and upon submission of a title request satisfying the requirements of, section 2.2(a) of the Development Option Agreement.
- D. On August 10, 2010, the Arlington City Council passed Resolution 10-221 determining that ASFDA had completed the purposes for which it was created; terminating and dissolving ASFDA; and authorizing acceptance by the City of all ASFDA assets.

- E. On August 12, 2010, the Secretary of State of Texas issued the Certificate of Filing for the Termination Certificate of ASFDA effective August 12, 2010, which certificate provides that the City shall own all ASFDA property upon ASFDA's dissolution, and City is now owner of land and other assets formerly owned by ASFDA.
- F. The City and BRE executed that certain Amended and Restated Convention Center Parking Agreement, dated February 20, 2013 (the "Original Agreement") which amended and superseded the 2007 Parking Agreement.
- G. On March 28, 2013, pursuant to a contract of sale between BRE and BPP, BRE assigned all of its right, title, and interest in and to the Original Agreement to BPP.
- H. BPP currently owns, or leases from the City, parking areas in the vicinity of the Convention Center; the property BPP leases under the Amended and Restated Development Property Lease is required to be used, in accordance with the terms thereof, primarily for parking by patrons attending games and other events at the professional baseball stadium now known as Globe Life Park in Arlington (the "Ballpark") and the new ballpark (the "New Ballpark") to be constructed pursuant to the terms of the Project Documents (as that term is defined in the Ballpark Funding and Closing Agreement).
- I. In the Original Agreement, the Parties agreed on an arrangement for shared parking of the Convention Center and portions of the parking areas controlled by BPP in the vicinity of the Convention Center, and on certain other matters.
- J. The Parties have agreed to amend and restate the Original Agreement pursuant to the terms and provisions of this Agreement, the effect of which shall be to supersede and replace the Original Agreement in all respects.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

ARTICLE I

Grant of Parking Rights to the City

Section 1.1 Grant of Parking Rights. Subject to the other provisions of this Article I, BPP hereby grants the City the irrevocable and first priority right to use the Convention Center First Priority Parking Area (as defined below), for the parking of motor vehicles and related convention activities on an overflow basis only, if the parking areas within Parking Lot I and on any other land that the City now or hereafter uses for expansion of the Convention Center (the "Convention Center Parking Area"), are unable to accommodate such parking and activities, on days that the City has scheduled a convention or similar activity at the Convention Center (a "Convention Day"). As used herein, the term "Convention Center First Priority Parking Area" means one or more parking areas from time to time controlled by BPP (or its successors or assigns) that are located west of Ballpark Way and within 1,200 feet of the Convention Center,

and that have the Required Number of paved and marked parking spaces. The "Required Number" of paved and marked parking spaces as of this date is 540; the Required Number shall never exceed 540, however, if the number of (surface or structured) parking spaces on the BPP Exchange Land or Convention Center Parking Area ever exceed 660, the Required Number shall be reduced by those parking spaces in excess of 660, but the reduction in the Required Number will last only for so long as the number of (surface or structured) parking spaces on the BPP Exchange Land or Convention Center Parking Area exceed 660. For example, if the total number of parking spaces on the BPP Exchange Land and Convention Center Parking Area is hereafter increased to 900 spaces, then the Required Number shall be 300 ($900-660=240$; $540-240=300$). Distances under this article are measured as the shortest straight-line distance between the exterior of the Convention Center and the nearest edge of the parking area in question. The Convention Center First Priority Parking Area in effect as of the date of this Agreement is identified on Exhibit B hereto as the "Initial Required Spaces" in the southwest corner of Parking Lot F, which Parking Lot F consists of Lot 8, Block A of The Ballpark Addition, and that portion of Lot 6C, Block A of The Ballpark Addition, lying east of Legends Way ("Parking Lot F"). The Parties agree that each of Parking Lots F, G, M and N, as shown on Exhibit B hereto, are parking areas located west of Ballpark Way and within 1,200 feet of the Convention Center.

Section 1.2 Designation of Convention Center First Priority Parking Area. BPP shall have the right, from time to time, to designate one or more parking areas controlled by BPP (or its successor or assign) anywhere on or within Parking Lots F, G, M or N as shown on Exhibit B hereto, different from the "Initial Required Spaces" located within Parking Lot F, as the "Convention Center First Priority Parking Area" that the City shall thereafter have the right to use, on an overflow basis only, on Convention Days for attendance at the Convention Center, provided that immediately after such substitution the Convention Center First Priority Parking Area contains the Required Number of paved and marked parking spaces. In addition, BPP may, from time to time, sell or transfer all or any portion of Parking Lots F, G, M or N as shown on Exhibit B hereto, whether or not such land then contains a "Convention Center First Priority Parking Area;" provided that if the transferred land contains a "Convention Center First Priority Parking Area" at the time of such transfer, then unless the transferee of such land assumes BPP's obligations under this Agreement with respect to such parking area (and the number of paved and marked parking spaces thereon) pursuant to an assumption agreement reasonably acceptable to the City, BPP must (contemporaneously with such transfer) substitute a different Convention Center First Priority Parking Area for the parking area located on the land so transferred, and immediately after such substitution the Convention Center First Priority Parking Area must contain the Required Number of paved and marked parking spaces. If the transferred land does not contain a "Convention Center First Priority Parking Area" at the time of such transfer, then any choate or inchoate rights hereunder of the City to use such land shall automatically cease and terminate effective on the date that the deed effecting such transfer is filed of record by BPP in the real property records of Tarrant County, Texas, without the necessity of any further approval or authorization by any Party. The City shall, upon reasonable request, confirm by written instrument in recordable form that the City shall not thereafter have a right to use any parking areas on such transferred land (which does not contain a "Convention Center First Priority Parking Area" at the time of such transfer).

Section 1.3 Redevelopment of Convention Center Tract. If Parking Lot I is redeveloped and no longer used for Convention Center purposes, the right herein granted to the

City to use the Convention Center First Priority Parking Area for the parking of motor vehicles and related convention activities, on an overflow basis only, shall cease and terminate, without the necessity of any further approval or authorization by any Party.

Section 1.4 Development of BPP Exchange Land. Subject to the last sentence of this Section, should the City construct any improvements on the BPP Exchange Land, the City acknowledges its intent and desire to develop the land with quality design standards consistent with, or in keeping with the spirit and intent of, the standards of the planned development zoning ordinance 09-035 (the "PD"), and such development must comply with the Arlington Entertainment District Development Standards (inasmuch as Lot 7 is in the overlay district). This Section 1.4 shall not apply to (a) improvements constructed on the BPP Exchange Land in connection with the expansion of the Convention Center onto such site or (b) a hotel constructed on the BPP Exchange Land to enhance the Convention Center use.

ARTICLE II

Shared Parking Arrangement

Section 2.1 Event-Day Parking Within the Convention Center First Priority Parking Area. Provided that all ordinances and requirements established by the City of Arlington for operation of a public parking facility have been met, and except as otherwise stated in Sections 2.2 and 2.4 below, the City agrees that BPP, its affiliates, successors, assigns and designees, and their respective sublessees, patrons, invitees and licensees (collectively, the "BPP Parties"), shall have the right to use all parking spaces within the Convention Center First Priority Parking Area for the parking of motor vehicles and related convention activities (i) on days that the Texas Rangers Baseball Team or Major League Baseball is playing baseball games in the Ballpark or New Ballpark, as applicable, (ii) on days that the Dallas Cowboys Football Club or the National Football League is playing football games in that professional football stadium now known as Cowboys Stadium (the "Cowboys Stadium"), and (iii) on days other sporting, entertainment or public events are being held at or in the vicinity of the Ballpark or New Ballpark, or the Cowboys Stadium, it being agreed that the Convention Center First Priority Parking Areas are in the vicinity of the Ballpark and the New Ballpark (collectively, "Event Days"). BPP shall set the parking rates and collect the parking fees for Event-Day use of the Convention Center First Priority Parking Area. BPP shall be required to pay all expenses incurred in connection with its management, staffing and operation of the Convention Center First Priority Parking Area on Event Days and shall be entitled to retain all the parking fees collected on the parking spaces within the Convention Center First Priority Parking Areas.

Section 2.2 Schedule Conflicts. On Event Days that are also Convention Days, BPP may use (for the parking of motor vehicles by the BPP Parties) only those parking spaces within the Convention Center First Priority Parking Area that the City will not be using. The City will notify BPP reasonably in advance, as provided below, of the number of parking spaces within the Convention Center First Priority Parking Area that the City does not anticipate using on such days, and BPP shall have the right to use the number of parking spaces within the Convention Center First Priority Parking Area indicated in such written notice on such days. BPP shall provide the City with a schedule of Event Days on a semi-annual basis. The City shall give written notice to BPP on a monthly basis, with monthly or weekly updates as necessary and in

any event not less than seven (7) days in advance, indicating the number of spaces within the Convention Center First Priority Parking Area that the City anticipates will be available for use by BPP on the scheduled Event Days.

Section 2.3 Event-Day Parking Within the Convention Center Parking Area. BPP agrees that the City shall have the right and option to manage, staff and operate, at the City's expense, all parking spaces within the Convention Center Parking Area for the parking of motor vehicles and related convention activities on Event Days. If the City elects not to exercise such right and option, the BPP Parties shall have the right to use such parking spaces within the Convention Center Parking Area for the parking of motor vehicles on Event Days that are not also Convention Days. The City shall set the parking rates on the Convention Center Parking Area on Event Days (which rates must be reasonable market rates) and collect the parking fees for Event-Day use of the Convention Center Parking Area. The City shall be required to pay all expenses incurred in connection with its management, staffing and operation of the Convention Center Parking Area on Event Days and shall be entitled to retain all the parking fees collected on the parking spaces within the Convention Center Parking Area while it is operated by the City.

Section 2.4 Convention Center Parking Takes Precedence. The rights granted to BPP in Section 2.1, 2.2 and 2.3 are subject to availability after giving first priority to the City, in its capacity as owner of the Convention Center, and the patrons, invitees and licensees of the Convention Center (collectively, the "Convention Center Parties") to use the Convention Center First Priority Parking Areas and Convention Center Parking Area on Convention Days for the parking of motor vehicles and related convention activities, on an overflow basis only. Such rights in favor of BPP shall remain in full force and effect, and shall not be revoked or diminished in any way, so long as sporting, entertainment and other public events are held at the Ballpark, the New Ballpark or Cowboys Stadium.

Section 2.5 Sharing of Certain Parking Fees. On Convention Days, the City shall have the right to set the parking rates and to collect and retain all parking fees relating to parking spaces on the Convention Center Parking Area and Convention Center First Priority Parking Area (except with respect to those parking spaces within the Convention Center First Priority Parking Area that the City will not be using, as to which, on Convention Days that are also Event Days, BPP shall set the parking rates and collect and retain all parking fees). If the City elects not to exercise its right and option to operate the Convention Center Parking Area on an Event Day that is not also a Convention Day, and BPP elects to do so, BPP shall have the right to set the parking rates and to collect and retain one-half (1/2) of all parking fees (net of applicable sales tax and reasonable and documented operating expenses incurred by BPP) relating to the parking spaces on the Convention Center Parking Area. BPP agrees to remit to the City the other one-half (1/2) of the net parking fees so collected by or on behalf of BPP on or before the 21st day of the month following the month in which such fees are collected.

Section 2.6 Ballpark Parking Plan Requirements. The City acknowledges and agrees that BPP has the right to include the parking spaces within the Convention Center Parking Area (i.e., 660 spaces as of this date), and the Required Number of spaces in the Convention Center First Priority Parking Area, in the ballpark parking plan that BPP is required to provide the City for purposes of exercising its Development Option under the Amended and Restated

Development Option Agreement, for as long as this Agreement remains in effect. The City further acknowledges and agrees that all 1,200 of such parking spaces shall be included for purposes of determining whether BPP is providing "adequate" parking within the meaning of section 5.1(c) of the Amended and Restated Development Property Lease, for as long as this Agreement remains in effect. This provision does not amend or waive any requirements of the PD, all of which remain in full force and effect.

Section 2.7 No Outstanding Balances. The City agrees that no remittances of parking fees are due or payable by BPP to the City with respect to Event Days occurring before the date of this Agreement. BPP agrees that no remittances of parking fees are due or payable by the City to BPP with respect to Event Days occurring before the date of this Agreement. As of the date of this Agreement, the City's account receivable from BPP with respect to parking fees generated from Parking Lots F and I is zero, and BPP's account receivable from the City with respect to parking fees generated from Parking Lots F and I is zero.

ARTICLE III

Additional Parking Provisions

Section 3.1 Lighting. The City shall have the right in common with BPP to control lighting on the Convention Center First Priority Parking Area during Convention Hours. BPP shall have the sole right to control lighting on the Convention Center First Priority Parking Area at all other times. The City has installed, at its own expense, sub-metering equipment to measure the City's consumption of electricity for purposes of lighting the Convention Center Parking Area during Convention Hours (and its consumption of water and any other utilities that may serve the Convention Center Parking Area). The City shall pay for the cost of electricity, water and other sub-metered utility services consumed by the City. As used herein, the term "Convention Hours" means: any time beginning two (2) hours before the start of a convention or similar activity at the Convention Center, and ending two hours after the conclusion of the convention or similar activity.

Section 3.2 Parking Lot Maintenance. The City shall use reasonable efforts to clean the Convention Center First Priority Parking Area used by Convention Center Parties, within 12 hours after completion of conventions or similar activities held at the Convention Center. BPP shall use reasonable efforts to cause the Convention Center Parking Area used by BPP Parties to be cleaned, within 12 hours after completion of an event held on an Event Day, to the extent that the City elected not to operate the Convention Center Parking Area on that Event Day and a BPP Party elected to do so. Subject to the foregoing, the City shall be responsible for maintaining the Convention Center Parking Area, and BPP shall be responsible for maintaining the Convention Center First Priority Parking Area.

Section 3.3 No Overnight Use. The City will not allow persons attending conventions or similar activities at the Convention Center to park overnight in the Convention Center First Priority Parking Area without the prior written consent of BPP, which consent BPP shall not unreasonably withhold.

Section 3.4 Light Maintenance. The City acknowledges that the owner of the Texas Rangers Baseball Team has agreed with BPP (in the 2012 parking lease between such parties) to be responsible for maintenance and lamp replacement on the high mast light poles within the parking areas in the vicinity of the Ballpark and New Ballpark. BPP hereby consents to the City's making arrangements directly with the team owner to participate on a pro-rata basis with the team owner in the costs of the high mast light pole maintenance and re-lamping while the contractor, equipment, and personnel is on site to perform the maintenance and re-lamping for the two high mast light poles that are now on Parking Lot I.

ARTICLE IV

Right of First Offer

Section 4.1 Grant of First Offer Right. If at any time the City intends to sell the BPP Exchange Land, or any portion thereof, for a purpose not in furtherance of the Convention Center use, then before (a) listing such property with a real estate broker for sale, (b) communicating to any third party the availability of such property for sale, (c) submitting any offer of same to any third party or (d) responding to an unsolicited offer of same submitted by a third party, the City shall notify BPP of such intent in writing. The notification of such intent (the "Offer") shall include a description of the proposed sales price, the name of the person who submitted the unsolicited offer (if any) and other material economic terms of such proposed sale. Subject to the terms and conditions hereof, BPP shall thereafter have the right (the "First Offer Right") to accept the Offer at the price and on the terms set forth in the Offer, except that, if BPP exercises the First Offer Right, BPP shall be obligated to close its purchase of the BPP Exchange Land or applicable portion thereof (the "Sale Property"), within ninety (90) days after such exercise and must place cash in an amount equal to two percent (2%) of the proposed sales price in escrow with an escrow holder reasonably acceptable to the City, as an earnest money deposit (the "Deposit"). To exercise the First Offer Right, BPP must deliver notification to the City (the "Acceptance Notice") of BPP's acceptance of the Offer, and must place the Deposit in escrow, within thirty (30) days of its receipt of the Offer.

Section 4.2 Exercise of First Offer Right. If BPP does not deliver the Acceptance Notice to the City, and place the Deposit in such escrow, within the prescribed thirty (30) day period, BPP shall be deemed to have waived the First Offer Right. If BPP delivers the Acceptance Notice and the Deposit in such manner and within such time period, BPP shall have the right and obligation to purchase the Sale Property from the City at the price and on the terms set forth in Offer (except that there shall be no due diligence or similar contingencies to BPP's purchase obligation and the sale to BPP shall be made "AS-IS" on the date of the Acceptance Notice, subject to Section 4.3), and such sale shall close within ninety (90) days from the date of delivery to the City of the Acceptance Notice. The City and BPP agree that sale terms not included in Offer must be commercially reasonable (subject to the terms hereof).

Section 4.3 Objection to Title. If BPP exercises its right of first offer set forth in Section 4.2 above, BPP shall have the right, at any time on or before thirty (30) days prior to closing, to object to any title matters which would have a material adverse effect on the use or value of the Sale Property. The City shall have until closing and shall use reasonable commercial efforts, but shall be under no obligation to incur any costs, to cause any such title

objection to be cured or removed. In the event the City fails or refuses to so cause the cure or cause the removal of any such title objection, then BPP shall have the right not to close the proposed purchase, such election to be exercised at any time before closing; provided, however, that BPP shall have the right, at or before closing, to waive any objection to or defect in title to the Sale Property, and to close the proposed purchase.

Section 4.4 Waiver of First Offer Right or Default. If such sale fails to close within such 90-day period solely because of BPP's default on its purchase obligation (a "First Offer Right Default"), the City shall be entitled to receive the Deposit as liquidated damages for the First Offer Right Default, the First Offer Right shall forever be lost and the City shall then be permitted to market and sell the Sale Property to any third-party purchaser on terms acceptable to the City, in its sole discretion. If BPP waives or is deemed to have waived the First Offer Right, or if such sale fails to close within such 90-day period for any reason other than solely because of a First Offer Right Default (or because of the City's default on its sale obligation), the City shall then be permitted for a period of twelve (12) months, commencing upon the expiration of BPP's 30-day exercise period or 90-day closing period, as the case may be, to market and sell the Sale Property, to a bona fide third-party purchaser (i) for a sales price that is not less than ninety-five percent (95%) of the sales price set forth in Offer, and (ii) on such other material economic terms that, in the aggregate, are not materially more favorable to the purchaser than the economic terms stated in the Offer. The City must notify BPP of any material changes in the proposed terms of such sale. If the City does not sell the Sale Property on such terms within such 12-month period, the City must once again comply with the terms of this Article before marketing and selling the Sale Property, provided there had not previously been a First Offer Right Default. The City must notify BPP in writing, before such sale to a third-party purchaser is consummated, of the purchase price and other material terms of such sale, so that BPP may verify that such sale will be made in compliance with this Agreement.

Section 4.5 Closing. The closing of any purchase to be consummated pursuant to this Article shall take place at the offices of an escrow holder selected by the City and reasonably acceptable to BPP. At such closing, the City shall execute and deliver to BPP a special warranty deed and such other instruments of conveyance (all in commercially reasonable form, subject to the terms hereof) for the conveyance to BPP of all the City's ownership interest in and to the Sale Property upon receipt by the City of a wire transfer of immediately available funds in an amount equal to the purchase price. The City and BPP shall each bear its own attorney's fees and costs. Closing costs shall be allocated between the City and BPP in accordance with local custom. Items of income and expense shall be prorated and adjusted as of the closing date in accordance with local custom. Such purchase shall be made on an "AS-IS" basis without representation, warranty or recourse, except for representations and warranties in form and substance reasonably acceptable to the City and BPP with respect to title, no encumbrances since the Acceptance Date, authority, due authorization, due execution and delivery, no conflicts and such other customary matters that are consistent with an "AS-IS" sale as may be reasonably requested by BPP.

Section 4.6 Affiliate May Purchase. The City agrees that BPP, in exercising such Right of First Offer, may designate an affiliate of BPP to take title to, and otherwise close the purchase of, the Sale Property.

Section 4.7 Sales Involving Non-Monetary Consideration. If the Offer includes non-monetary consideration for the Sale Property, then in accepting such Offer BPP may substitute for such non-monetary consideration BPP's good faith and reasonable estimate of the fair market cash value of such non-monetary consideration. The amount of cash consideration to be paid by BPP in substitution for such non-monetary consideration shall be subject to the City's reasonable approval, in its sole discretion.

Section 4.8 Acknowledgments and Findings. The City acknowledges and agrees that (i) the sale of the Sale Property to BPP in accordance with the terms hereof provide a unique value to BPP that cannot be valued in money; and (ii) BPP will suffer irrevocable injury if the City breaches its obligations to sell the Sale Property to BPP when and as herein required; and, accordingly, the City agrees that this Agreement is enforceable by specific performance in the courts of the State of Texas, and by other equitable remedies, including specific performance and injunctive relief. The City expressly waives the right to require BPP to post any bond or other security, as a condition to the granting of any equitable relief by the court.

ARTICLE V

Dispute Resolution

Section 5.1 Settlement by Mutual Agreement. In the event any dispute, controversy or claim between or among the Parties hereto arises under this Agreement or any right, duty or obligation arising herefrom or the relationship of the Parties hereunder (a "Dispute or Controversy"), including, but not limited to, a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Agreement, the parties shall first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the terms of this Section 5.1. In the event a Dispute or Controversy arises, any party hereto shall have the right to notify the other party hereto that the notifying party has elected to implement the procedures set forth in this Section 5.1. Within fifteen (15) days after delivery of any such notice by one party to the other party regarding a Dispute or Controversy, a representative of each of the Parties shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should a mutual resolution and settlement not be obtained within fifteen (15) days after the meeting of the Parties' representatives for such purpose, or such longer period as the Parties may mutually agree upon, then either Party may by notice to the other Party submit the Dispute or Controversy to arbitration in accordance with the provisions of Section 5.2. Upon the receipt of notice of referral to arbitration hereunder, the receiving Party shall be compelled to arbitrate the Dispute or Controversy in accordance with the terms of this Section 5.1 without regard to the justifiable character or executory nature of such Dispute or Controversy.

Section 5.2 Arbitration. Each party hereto hereby agrees that any Dispute or Controversy which is not resolved pursuant to the provisions of Section 5.1 above shall be submitted to binding arbitration hereunder and shall be resolved exclusively and finally through such binding arbitration in accordance with arbitration procedures the same as those described in Exhibit A to the New Franchise Agreement dated June 13, 2007 among the City, the ASFDA and Texas Rangers Baseball Partners and attached hereto as Exhibit C (the "Arbitration").

Procedures”). This Section 5.2 and the Arbitration Procedures are and hereby constitute a written agreement by the parties hereto to submit to arbitration any such Dispute or Controversy arising after the effective date of this Agreement within the meaning of Section 171.001 of the Texas Civil Practice and Remedies Code.

Section 5.3 Emergency Relief. Notwithstanding any provision of this Agreement to the contrary, any party hereto may seek injunctive relief or other form of ancillary relief at any time from any court of competent jurisdiction in Tarrant County, Texas. In the event that a Dispute or Controversy requires emergency relief before the matter may be resolved under the Arbitration Procedures, notwithstanding that any court of competent jurisdiction may enter an order providing for injunctive or other form of ancillary relief, the parties hereto expressly agree that the Arbitration Procedures will still govern the ultimate resolution of that portion of the Dispute or Controversy not resolved pursuant to such court order.

ARTICLE VI

Miscellaneous

Section 6.1 Assignment. Subject to the remainder of this section, this Agreement is binding upon and shall inure to the benefit of the City and BPP, and their respective successors and assigns. This Agreement creates no estate in real property, and no transferee of land shall be considered to have assumed BPP's obligations under, or to be bound by, this Agreement, merely by reason of its acceptance of title to the land. If a transferee of land on which a "Convention Center First Priority Parking Area" is located assumes BPP's obligations hereunder with respect to such parking area (and the number of paved and marked parking spaces thereon) pursuant to an assumption agreement reasonably acceptable to the City, BPP shall be relieved of liability hereunder with respect to such parking area (and the number of paved and marked parking spaces thereon) and with respect to such transferee's compliance with the terms of this Agreement. Absent such assumption by the transferee, the City's right to use the Convention Center First Priority Parking Area located on the transferred land shall cease and terminate only if BPP substitutes a different Convention Center First Priority Parking Area for the parking area so transferred and, immediately after such substitution, the Convention Center First Priority Parking Area collectively contain the number of paved and marked parking spaces required by Section 1.1. The City shall, upon reasonable request, confirm by written instrument in recordable form that the City's right to use the Convention Center First Priority Parking Area located on the transferred land has ceased and terminated.

Section 6.2 Notices.

(a) A notice, communication, or request under this Agreement by the City or BPP shall be sufficiently given or delivered if dispatched by either (a) certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight delivery service (next business day service), or (c) hand-delivery (if receipt is evidenced by a signature of the addressee or authorized agent), and addressed to the applicable parties as follows:

If to BPP:

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

With a copy to:

Texas Rangers Baseball Club
1000 Ballpark Way, Suite 400
Arlington, Texas 76011
Email: kpothier@TexasRangers.com
Attention: Katherine (Katie) Pothier

With a copy to:

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

If to the City:

City of Arlington
City Hall
101 West Abram
Arlington, Texas 76004
Attention: City Manager

With a copy to:

City of Arlington
Attention: City Attorney
Mail Stop #63-0300
P.O. Box 90231
Arlington, Texas 76004-3231

With a copy to:

Bracewell LLP
1445 Ross Avenue, Suite 3800
Dallas, Texas 75202
Email: brock.bailey@bracewelllaw.com
Attn: Brock Bailey

(b) Any Party may change its address for notice purposes by giving ten (10) days written notice of such change to the other Parties in the manner described above.

(c) Any notice, communication, or request so sent shall be deemed to have been "given" (i) as of the next business day after being sent, if sent by nationally recognized express mail service, (ii) as of the fifth business day after being sent, if sent by Registered or Certified U.S. Mail or (iii) upon receipt, if sent by hand delivery.

Section 6.3 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein. Furthermore, in lieu of any such invalid, illegal or unenforceable provision, there shall be automatically added to this Agreement a provision as similar to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 6.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Section 6.5 Force Majeure. In the event any Party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such Party by reason of acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of any other Party, adverse weather conditions preventing the performance of work as certified to by an architect, war, act of terrorism, or other reason beyond such party's reasonable control and with respect to which, in each of the aforesaid circumstances, the Party is diligently and in good faith and with reasonable dispatch seeking to abate and remove the circumstances causing the delay or hindrance or prevention from performance of the act required to be performed by such Party, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform or financial or economic losses or hardship resulting from performance shall not be deemed to be a cause beyond the reasonable control of such Party.

Section 6.6 Estoppel Certificate. Each of the Parties shall at any time and from time to time, as promptly as reasonably possible after receiving a request from any other Party, deliver to such requesting party and its designee a statement in writing certifying to the best knowledge of the delivering Party (a) whether a default exists hereunder on the part of the requesting party (and, if so, specifying the default), (b) that this Agreement is unmodified and in full force and effect (or if there have been any modifications, that this Agreement is in full force and effect as modified and stating the modifications), and (c) such other matters relating to this Agreement as may be reasonably requested by the requesting Party.

Section 6.7 No Partnership or Joint Venture. Nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of partners or creating or establishing the relationship of a joint venture between the City and BPP. BPP is not the agent or representative of the City for any purpose or in any manner under this Agreement.

Section 6.8 Representatives Not Individually Liable. No member, official, representative, or employee of the City shall be personally liable to BPP or any successor in interest in the event of any default or breach by the City on any of their respective obligations under the Agreement. No partner, member, representative, or employee of BPP or any institutional lender providing construction or permanent financing to BPP shall be personally liable to the City in the event of any default or breach by BPP on any of its obligations under this Agreement.

Section 6.9 No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the Parties and their respective successors and assigns and is not intended nor shall it be construed to give any other person or entity any legal or equitable right, remedy, or claim hereunder. No right granted herein shall be deemed to be a gift or dedication to or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

Section 6.10 Recordation. The Parties acknowledge that a memorandum of this Agreement will be recorded in the real property records of Tarrant County, Texas, to give public notice of the First Offer Right herein granted to BPP (which is a continuation of the first offer right granted to BPP in the 2007 Parking Agreement) and public notice of the restrictions imposed on the BPP Exchange Land by Section 1.4 above.

Section 6.11 Waivers; Remedies. No delay or omission to exercise any right, power or remedy inuring to any Party upon any breach or default of any party under this Agreement shall impair any such right, power or remedy of such Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument signed by the Party charged with such waiver or estoppel. All remedies either under this Agreement or by law or otherwise afforded to the Parties shall be cumulative and not alternative; provided that suspension or termination of this Agreement due to any breach shall not be an available remedy.

Section 6.12 Further Assurances. Each Party will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such further acts and assurances as any other Party shall, from time to time, reasonably require, for the better assuring, carrying out and granting of the rights hereby granted or intended now or hereafter to be granted under this Agreement, or for carrying out the intention of this Agreement. The City Manager is hereby authorized, on behalf of the City, to execute any and all other documents necessary or appropriate to effectuate the transactions contemplated by this Agreement, provided such documents do not materially alter the relationship of the parties, and to grant such approvals and consents on behalf of the City.

Section 6.13 No Strict Construction. This Agreement is the result of substantial negotiations among the Parties and their counsel and has been prepared by their joint efforts. Accordingly, the fact that counsel to one Party or another may have drafted this Agreement or any portion of this Agreement is immaterial and this Agreement will not be strictly construed against any Party.

Section 6.14 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice-of-law rules.

Section 6.15 Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes the Original Agreement and all other prior agreements and course of dealings relating to such subject matter. This Agreement may not be amended except by an instrument in writing signed by the Parties, their successors or assigns.

[signature page follows]

This Agreement has been executed and delivered by the duly authorized representatives of the parties on the date first written above.

CITY OF ARLINGTON, TEXAS

By: [Signature]
Tracy Jefferson
City of Arlington City Clerk

Attest:

By: [Signature]

Approved as to form:
TERIS SOLIS, City Attorney

[Signature]

**BALLPARK PARKING PARTNERS
LLC, a Texas limited liability company**

By: [Signature]

Witness:

By: [Signature]

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

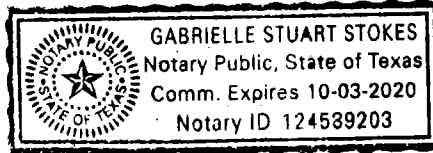
BALLPARK PARKING PARTNERS LLC
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Ray Davis, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed same for and as the act and deed of **BALLPARK PARKING PARTNERS LLC**, a Texas limited liability company, and as the Manager & Co Chair thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3rd day of July, 2017.

Gabrielle Stuart Stokes
Notary Public in and for
The State of Texas
Gabrielle Stuart Stokes
Notary's Printed Name

10-03-2020
My Commission Expires



THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

CITY OF ARLINGTON, TEXAS
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Trey Yelverton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of Tarrant County, Texas, and as the City Manager thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3rd day of July, 2017.

Gabrielle Stuart Stokes
Notary Public in and for
The State of Texas
Gabrielle Stuart Stokes
Notary's Printed Name

10-03-2020
My Commission Expires

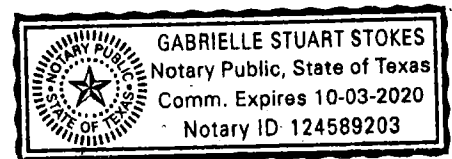


Exhibit A

BPP Exchange Land

BEING that part of Lot 7, Block A of the BALLPARK ADDITION, an Addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 8673A, Plat Records, Tarrant County, Texas, contained within a 48.336 acre tract described in a Deed filed 06/17/1998, recorded in Volume 13271, Page 47, Real Property Records, Tarrant County, Texas, and more particularly described as follows:

Being a 10.319 acre tract of land situated in the William O'Neal Survey, Abstract No 1190, Tarrant County, Texas, being a portion of Lot 7, Block A of The Ballpark Addition, an addition to the City of Arlington as recorded in Cabinet A, Slide 8673, Plat Records, Tarrant County, Texas and a portion of a 48.336 acre tract of land conveyed by deed to Ballpark Real Estate, L.P., as recorded in Volume 13271, Page 47; Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner, said point being the northwest corner of said Lot 7 and being in the east line of Lot 11 of said The Ballpark Addition, also being the most westerly southeast corner of Lot 6C, Block A of said The Ballpark Addition, as recorded in Cabinet A, Slide 8693, Plat Records, Tarrant County, Texas;

THENCE South $90^{\circ}00'00''$ East, for a distance of 458.30 feet to a point for corner, said point being in the west line of Lot 9 of said The Ballpark Addition, and being the beginning of a non-tangent curve to the right having a radius of 473.66 feet, a central angle of $33^{\circ}25'56''$ and a long chord which bears South $29^{\circ}22'04''$ East, 272.48 feet;

THENCE southeasterly, along the common line of said Lots 7 and 9 and said non-tangent curve to the right, an arc distance of 276.38 feet to a point for corner;

THENCE South $12^{\circ}38'35''$ East, continuing along said common line, for a distance of 65.64 feet to a point for corner, being the beginning of a non-tangent curve to the left having a radius of 70.00 feet, a central angle of $22^{\circ}41'35''$ and a long chord which bears South $24^{\circ}01'47''$ East, 27.54 feet;

THENCE southeasterly, along said common line and said non-tangent curve to the left, an arc distance of 27.72 feet to a point for corner, said point being the southwest corner of said Lot 9;

THENCE South $00^{\circ}00'00''$ East, leaving said common line, for a distance of 95.10 feet to a point for corner, said point being in the southerly line of said Ballpark Real Estate, L.P. tract;

THENCE South $20^{\circ}45'35''$ West, along said southerly line, for a distance of 37.81 feet to a point for corner;

THENCE South $00^{\circ}54'14''$ East, continuing along said southerly line, for a distance of 17.59 feet to a point for corner, said point being in the northerly line of a 71.266 acre tract of land conveyed

by deed to Arlington Sports Facilities Development Authority, Inc., as recorded in Volume 10414, Page 817, Deed Records, Tarrant County, Texas;

THENCE South $30^{\circ}41'26''$ West, along the common line of said Ballpark Real Estate tract and said Arlington Sports Facilities Development Authority tract, for a distance of 27.35 feet to a point for corner;

THENCE the following calls along said common line;

South $16^{\circ}38'24''$ West, for a distance of 31.41 feet to a point for corner;

South $17^{\circ}41'03''$ West, for a distance of 23.23 feet to a point for corner;

South $19^{\circ}25'35''$ West, for a distance of 29.84 feet to a point for corner;

South $20^{\circ}51'20''$ West, for a distance of 66.75 feet to a point for corner;

South $32^{\circ}38'22''$ West, for a distance of 53.70 feet to a point for corner;

South $35^{\circ}23'57''$ West, for a distance of 51.79 feet to a point for corner;

South $40^{\circ}52'09''$ West, for a distance of 51.27 feet to a point for corner;

South $46^{\circ}22'57''$ West, for a distance of 50.86 feet to a point for corner;

South $55^{\circ}11'42''$ West, for a distance of 49.76 feet to a point for corner;

South $60^{\circ}46'14''$ West, for a distance of 45.90 feet to a point for corner;

South $66^{\circ}20'08''$ West, for a distance of 29.07 feet to a point for corner, said point being in the south line of said Lot 7 and the north line of Lot 5, Block A, of said The Ballpark Addition, also being the beginning of a non-tangent curve to the left having a radius of 325.00 feet, a central angle of $45^{\circ}46'15''$ and a long chord which bears North $66^{\circ}13'33''$ West, 252.84 feet;

THENCE northwesterly, leaving said common line and following along the common line of said Lots 5 and 7 and along said non-tangent curve to the left, an arc distance of 259.69 feet to a point for corner;

THENCE North $89^{\circ}07'00''$ West, continuing along said common line, for a distance of 35.41 feet to a point for corner, being the beginning of a curve to the left having a radius of 325.00 feet, a central angle of $8^{\circ}37'55''$ and a long chord which bears South $86^{\circ}34'02''$ West, 48.92 feet;

THENCE southwesterly, along said common line and said curve to the left, an arc distance of 48.96 feet to a point for corner, said point being the southeast corner of said Lot 11;

THENCE North 00°53'00" East, leaving said common line and following along the common line of said Lots 7 and 11, for a distance of 765.30 feet to the POINT OF BEGINNING and CONTAINING 449,491 square feet or 10.319 acres of land, more or less.

Exhibit B

[see attached]

Exhibit C to 2013 Amended and Restated Convention Center Parking Agreement
(Exhibit A to New Franchise Agreement dated June 13, 2007)

Arbitration Procedures

Section 1. Arbitration.

1.1 Regular Arbitration. Except for a Dispute or Controversy among the City, the Authority and the Owner that is required to be resolved by Fast-Track Arbitration (defined below), binding arbitration of a Dispute or Controversy shall be conducted in accordance with the following procedures ("Regular Arbitration"):

(a) The person seeking arbitration hereunder (the "Electing Party") shall request such arbitration in writing, which writing shall be delivered to the other persons to be made parties to such arbitration (the "Other Parties to Arbitration") and include a clear statement of the matter(s) in dispute. If a legal proceeding relating to the matter(s) in dispute has previously been filed in a court of competent jurisdiction (other than a proceeding for injunctive or ancillary relief), then any request to arbitrate under this paragraph shall be delivered within ninety (90) days of the date that the Electing Party receives service of process in such legal proceeding. Except to the extent provided in this Exhibit A, Regular Arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association; if there is any conflict between such Commercial Rules and the terms and provisions of this Exhibit, this Exhibit shall govern. Any arbitration hereunder shall be conducted by a single arbitrator who shall be appointed upon the mutual agreement of the Electing Party and the Other Parties to Arbitration (collectively, the "Parties to Arbitration"; individually, a "Party to Arbitration") within twenty (20) days of the date the written request for arbitration by the Electing Party was delivered to the Other Parties to Arbitration. In order to facilitate any such appointment, the Electing Party shall submit a brief description (no longer than two (2) pages) of the Dispute or Controversy to the Other Parties to Arbitration. In the event the Parties to Arbitration are unable to agree on a single arbitrator within the twenty (20) day period, then the arbitrator shall be appointed by the then-serving administrative judge of the civil trial division of Tarrant County, Texas or any successor thereto within the next ten (10) day period. The Electing Party shall make the request for appointment of an arbitrator and furnish a copy of the aforesaid description of the Dispute or Controversy to said judge. Each Party to Arbitration may, but shall not be required to, submit to said judge a list of up to three (3) qualified individuals as candidates for appointment as the arbitrator whose schedules permit their service as arbitrator within the time periods set forth herein, and the judge shall select the arbitrator from among the individuals proposed by the Parties to Arbitration. No Party to Arbitration shall have any ex parte communications with any nominee or any arbitrator once selected pursuant to this Section 1.1(a).

(b) Within thirty (30) days of the date the arbitrator is appointed, the arbitrator shall notify the Parties to Arbitration in writing of the date of the arbitration hearing, which hearing date shall be not less than one-hundred twenty (120) days from the date of the arbitrator's appointment. The arbitration hearing shall be held in Arlington, Texas. At the hearing, the testimony of witnesses and experts called by each Party to Arbitration shall be heard. Depositions may be taken and other discovery may be made in accordance with the Texas Rules of Civil Procedure, provided that (i) depositions and other discovery shall be completed

within ninety (90) days of the appointment of the arbitrator, (ii) there shall be no evidence by affidavit allowed, and (iii) each Party to Arbitration shall disclose a list of all documentary evidence to be used and a list of all witnesses and experts to be called by the Electing Party in the arbitration hearing at least twenty (20) days prior to the arbitration hearing. The arbitrator shall issue a final ruling within thirty (30) days after the arbitration hearing. Any decision of the arbitrator shall state the basis of the award and shall include both findings of fact and conclusions of law. Any award rendered pursuant to the foregoing, which may include an award or decree of specific performance hereunder, shall be final and binding on, and non-appealable by, the Parties to Arbitration and judgment thereon may be entered or enforcement thereof sought by any Party to Arbitration in a court of competent jurisdiction. The foregoing deadlines shall be tolled during the period that no arbitrator is serving until a replacement is appointed in accordance with this Exhibit A.

(c) Notwithstanding the foregoing, nothing contained herein shall be deemed to give the arbitrator appointed hereunder any authority, power or right to alter, change, amend, modify, waive, add to or delete from any of the provisions of the New Franchise Agreement or any other New Transaction Document.

1.2 Fast-Track Arbitration. The Parties to Arbitration shall agree upon an independent third party who is mutually acceptable to all Parties to Arbitration (the "Fast-Track Arbitrator") and an alternate third party (the "Alternate") to decide a Dispute or Controversy required by the New Franchise Agreement to be resolved by Fast-Track Arbitration. If the Parties to Arbitration are unable to agree on a third party to serve as the Fast-Track Arbitrator or if the Fast-Track Arbitrator or Alternate are unable or fail to act in such capacities, any applicable Dispute or Controversy shall be referred to Regular Arbitration pursuant to Section 1.1 of this Exhibit A. Arbitration known as "Fast-Track Arbitration" shall be conducted in accordance with the following procedures:

(a) Any Party to Arbitration may refer a Dispute or Controversy required to be resolved by Fast-Track Arbitration by providing written notice to the Fast-Track Arbitrator and the other Parties. Such notice shall include a clear statement of the matter(s) in dispute and a brief description (no longer than two (2) pages) of the Dispute or Controversy. If a Party to Arbitration gives written notice of the referral of such Dispute or Controversy to Fast Track Arbitration, the other Parties to Arbitration shall be bound to enter into Fast-Track Arbitration and may not utilize the procedures of Regular Arbitration, except in the circumstances described in the second sentence of Section 1.2 above or in Section 1.2(d) below). The Parties to Arbitration may also mutually agree (but shall have no obligation) to enter into Fast-Track Arbitration to resolve any other Dispute or Controversy (in addition to those listed above) by providing joint written notice to the Fast-Track Arbitrator. In the event that the Fast-Track Arbitrator is unavailable to resolve the Dispute or Controversy within the time period stated in the next sentence, the Dispute or Controversy shall be referred to the Alternate.

(b) The Fast-Track Arbitrator or the Alternate, as the case may be (i.e., whichever one serves as the "arbitrator" for the Fast-Track Arbitration), shall be directed to resolve the Dispute or Controversy within fifteen (15) days of the referral, and the arbitrator shall diligently endeavor to resolve such Dispute or Controversy within such fifteen (15) day time period. The arbitrator shall schedule, and the Parties to Arbitration may attend, a hearing at

which the testimony of witnesses and experts called by each Party to Arbitration will be heard. No depositions or discovery shall be permitted, and no evidence by affidavit shall be allowed in such Fast-Track Arbitration proceeding. Except as set forth in this Exhibit A, Fast-Track Arbitration shall otherwise be conducted in accordance with the Commercial Rules of the American Arbitration Association; provided, however, that the arbitrator may further modify such rules, in a manner consistent with the terms and conditions of this Exhibit A, in order to expedite resolution of the Dispute or Controversy.

(c) The arbitrator's decision shall be set forth in a written decision that the arbitrator shall furnish to the Parties to Arbitration on the fifteenth (15th) day or, if such day is not a Business Day (as such term is defined in the Lease), the next Business Day. The Parties to Arbitration shall cooperate promptly and in good faith in providing to the arbitrator any information reasonably needed to resolve the Dispute or Controversy within the specified time period. Unless a Party to Arbitration gives written notice of dissatisfaction with the decision (as permitted under Section 1.2(d) of this Exhibit A, the decision of the arbitrator shall be final and binding on, and non-appealable by, the Parties to Arbitration and judgment thereon may be entered or enforcement thereof sought by any Party to Arbitration in a court of competent jurisdiction.

(d) The decision of the arbitrator under Section 1.2(c) shall be final and binding on the Parties to Arbitration unless written notice of dissatisfaction with the decision is given by one Party to Arbitration to the other Parties to Arbitration within fifteen (15) days of the date of the written decision of the arbitrator, in which event the Party to Arbitration giving such notice must refer the Dispute or Controversy to Regular Arbitration.

Section 2. Further Qualifications of Arbitrators: Conduct. Every person nominated or recommended to serve as an arbitrator pursuant hereto shall be and remain at all times neutral and wholly impartial, and shall have substantial experience and knowledge in the substantive laws applicable to the subject matter of the Dispute or Controversy and shall have substantial experience with issues of such nature concerning multi-purpose public sports and entertainment facilities for professional sports teams, and the public/private relationships and aspects related thereto. All arbitrators shall, upon written request by any Party to Arbitration, provide the Parties to Arbitration with a statement that they can and shall decide any Dispute or Controversy referred to them impartially. No arbitrator shall currently be employed by or represent, or have previously been employed by or represented, a Party to Arbitration or, if not a Party to Arbitration, the Club, the League, any member team of the League, or any affiliates or subsidiaries thereof, or have any material financial dependence upon any such person or Party to Arbitration, nor shall any arbitrator have any material financial interest in the Dispute or Controversy. Further, all arbitrators must meet the qualifications and adhere to the standards of Sections 154.052 and 154.053 of Chapter 154, TEXAS CIVIL PRACTICE AND REMEDIES CODE.

Section 3. Applicable Law: Limitations on Authority. The agreement to arbitrate set forth in this Exhibit A shall be enforceable in either federal or state court. In deciding the substance of any such Dispute or Controversy, the arbitrator shall apply the substantive laws of the State of Texas. The arbitrator may, but shall not be required to, provide for such remedies as are available at law or in equity in accordance with the laws of the State of Texas, and in accordance with the terms and conditions of the Franchise Agreement.

Section 4. Consolidation. If the Parties to Arbitration initiate multiple arbitration proceedings, the subject matters of which are related by common questions of law or fact and which could result in conflicting awards or obligations, then the Parties to Arbitration hereby agree that all such proceedings may be consolidated into a single arbitral proceeding as determined by the arbitrator in the earliest commenced of the multiple proceedings.

Section 5. Pendency of Dispute: Interim Measures. The existence of any Dispute or Controversy eligible for referral or referred to arbitration hereunder, or the pendency of the dispute settlement or resolution procedures set forth herein, shall not, in and of themselves, relieve or excuse any Party to Arbitration from its ongoing duties and obligations under the New Franchise Agreement or any right, duty or obligation arising here from; provided, however, that during the pendency of arbitration proceedings and prior to a final award, upon written request by a Party to Arbitration to the arbitrator (with contemporaneous notice thereof to the other Party to Arbitration), the arbitrator may issue interim measures for preservation or protection of the status quo.

Section 6. Complete Defense. The Parties to Arbitration agree that compliance by a Party to Arbitration with the provisions of this Exhibit A shall be a complete defense to any suit, action or proceeding instituted in any federal or state court, or before any administrative tribunal by another Party to Arbitration with respect to any Dispute or Controversy which is subject to arbitration as set forth herein, other than a suit or action alleging non-compliance with a final and binding arbitration award rendered hereunder.

Section 7. Costs of Arbitrator. The costs and expenses of the arbitrator and the additional incidental costs of arbitration shall be shared equally by all the Parties to Arbitration; provided, however, that if City fails or is unable to pay its share of any such costs or expenses and such failure is continuing beyond the expiration of any cure period applicable thereto, then Owner shall pay such share and the amount so paid by Owner shall be applied as a credit against the rentals due by the tenant under the Ballpark Lease pursuant to the terms thereof.