

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (the "First Amendment") is made as of the 26th day of February, 2019, at Avon, Ohio, by and between **City of Avon**, an Ohio political subdivision and municipal corporation ("Landlord") and **Blue Dog Baseball, LLC**, an Ohio limited liability company ("Tenant").

WHEREAS Landlord and Avon Baseball L.L.C. ("Avon Baseball") entered into a certain lease agreement (the "Lease") dated June 16, 2008, with respect to certain real estate (the "Leased Premises") located at Sprenger Stadium (f/k/a All Pro Freight Stadium), 2009 Baseball Boulevard, Avon, Ohio 44011, which is more fully described in the Lease; and

WHEREAS Tenant, pursuant to its purchase of all rights, title and interest of those certain assets previously owned by Avon Baseball, LLC, assumed the Lease; and

WHEREAS Landlord and Tenant desire to amend the Lease as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Landlord and Tenant agree as follows:

1. Landlord and Tenant agree that **section 2, subsection (j)**, of the Lease shall be deleted in its entirety and replaced with the following:

(j) The high school baseball teams of the Avon City School District (the "High School Teams") may use the Stadium and Premises for baseball games beginning with the 2019 high school baseball season through expiration of the Lease, subject to subparts (1) through (4) hereinafter. With the consent of the City, said games shall be deemed to be "City Events" subject to the foregoing provisions, except that said games are not required to be conducted by the City.

(1) Subject to Notre Dame College's right of first refusal for use of the Stadium from Friday through Monday, the High School Teams shall be provided use of the Stadium for no less than two (2) days per week, on average, for the period beginning March 1st through the last Friday prior to the last Wednesday of April; and

(2) During the Team's spring training, beginning the last Wednesday in April and continuing for the subsequent two (2) calendar weeks thereafter ("Spring Training"), the Stadium will be unavailable for use by the High School Teams between 9:00 a.m. and 4:00 p.m.; and

(3) During Spring Training, subject to weather and solely at Tenant's discretion, the Stadium may be available for use after 4:00 p.m. by the High School Teams; provided, however, that no reservation for use of the Stadium will be taken more than 24 hours in advance; and

(4) Upon conclusion of Spring Training, the Stadium will be "as available" to the High School Teams; provided, however, that Notre Dame College will have the right of first refusal for use of the Stadium from Friday through Monday.

2. Landlord and Tenant agree that **section 6, subsections (d), (e) and (f)**, of the Lease shall be deleted in their entirety and replaced with the following:

(d) Upon the prior written consent of the City, which shall not be unreasonably withheld, conditioned or delayed, and if permitted under the zoning and other laws of the City of Avon, applied in a non-discriminatory fashion with uniform applicability to parties similarly situated, the Team may construct, install and maintain in any location at the Premises and within said Stadium, additional advertising, including up to 3,400 square feet of signage (including signage on the exterior façade of the Stadium as described in the Required Stadium Specifications) and marquees (permanent or non-permanent in nature), advertising billboards, message boards, panels, poster or other interior or exterior advertisement displayed, illuminated or announced on permanent or non-permanent structures, fixtures or equipment, and all non-permanent "spot" advertising, in addition to those existing at the Premises and the Stadium, in accordance with all applicable, federal, state, county and local laws regulations, ordinances, orders, building codes, any permitted variances thereto and other legal requirements.

(e) (1) Subject to proper permitting under the zoning and other applicable laws of the City of Avon, the City agrees to construct a marquee sign as designed by the Team to be located adjacent to the Premises and Interstate 90, as indicated in the Required Stadium Specifications (the "Highway Marquee"). The placement, design, permitting and construction of the Highway Marquee shall be consistent with all applicable federal, state, county and local laws, regulations, ordinances, orders, building codes and other legal requirements. The City shall bear the expense to design, permit, construct and maintain the Highway Marquee. The Team shall have the exclusive right to sell advertising on such Highway Marquee.

(2) Four percent (4%) of the "Net Advertising-Signage Revenues" shall be remitted by the Team to the City for deposit into the Improvement Fund, as defined in Section 7.2(d). As used herein, "Net Advertising-Signage Revenues" means the total fees collected by the Team from its sale of advertising or sponsorships for the year related to signage located in or around the Stadium, less any expenses incurred by the Team (directly or indirectly from third parties) to sell, design or produce such advertising and any applicable taxes. No political advertising shall be permitted in, on or about the Stadium premises.

A. Advertising support for a voted levy sponsored by a political subdivision of the State of Ohio shall not constitute "political advertising" for purposes of this paragraph and the net revenues received from said advertising shall be included as part of the Team's Net Advertising-Sponsorship Revenues; and

- B. Effective as of January 1, 2017, the minimum amount of Net Advertising-Sponsorship Revenues payable to the City by the Team annually shall by Thirty Thousand (\$30,000.00) Dollars; and
- C. The Team shall be entitled to Three Thousand, Four Hundred (3,400) square feet of signage, for advertising or sponsorship purposes, in, on or about the stadium premises. Advertising on the exterior of the stadium edifice and scoreboard is limited and must be approved by the City of Avon prior to placement.

(f) No pornographic materials or obscene language, clothing or speech shall be permitted in, on or about the Stadium premises. In addition, no pornographic advertising promoting pornographic materials or pornographic activities shall be permitted in, on or about the Stadium. For purposes of this Lease, "pornographic" and "pornographic activities" include:

- (1) the manufacture, production, assembly, storage (for sale), sale, printing or composition or editing of pornographic materials (including books, pictures, drawings, photos, magazines, records, compact discs, audio or videotapes, computer discs or any other media or medium of storage or retrieval) which are defined to be any of the foregoing which depict, show or describe (for pleasure or entertainment) any sexual or scatological activities or which depict, show or describe all or any part of exposed sexual organs, buttocks, or female breasts; and
- (2) any activity or depiction of a sexual, scatological or prurient nature by any individual or individuals or for the dissemination to others or observations by others or the exposure of all or any part of any sexual organ, buttocks or female breasts for the observation by others; and
- (3) any escort service.

3. The provisions of this First Amendment shall control notwithstanding any contrary provisions in the Lease, and the provisions of this First Amendment shall be deemed to be incorporated into the Lease. All other provisions of the Lease, not specifically modified herein, are hereby ratified, approved and confirmed.

IN WITNESS WHEREOF, Landlord and Tenant have set their hands as of the day and year set forth above.

City of Avon

Blue Dog Baseball, LLC

By: _____
Bryan Jensen, Mayor, City of Avon
"Landlord"

By: _____
Thomas Kramig, Member
"Tenant"

Date

Date