

ATTACHMENT 1

Section 6.04. The County's Use of Holman Stadium and the Practice Fields:

The County shall have the right to use Holman Stadium and/or the practice fields, for up to ten (10) days per Lease Year, together with any use associated with the community's annual "Harvest Festival" each year, at no charge to the County (other than reimbursing VeroTown, LLC for any operating expenses incurred by VeroTown, LLC as a result of the County's use of Holman Stadium and/or the practice fields). The dates during which the County may use Holman Stadium and/or the practice fields shall be selected by mutual agreement of the parties; provided that, if the parties cannot agree on the dates, VeroTown, LLC's reasonable selection of dates shall be final and controlling. Provided, however, that VeroTown, LLC will defer to the County and cooperate in scheduling and making the Facility available for the community's annual "Harvest Festival." The County may use Holman Stadium and/or the practice fields only for functions which do not directly compete with revenue-generating events which have been otherwise arranged by VeroTown, LLC. Moreover, the County's use of Holman Stadium and/or the practice fields must not interfere in any way with VeroTown, LLC's use and quiet enjoyment of the Facility. The County shall not use or authorize the use of Holman Stadium and/or the practice fields in any manner which would have a material detrimental impact on Holman Stadium and/or the practice fields, and the County shall be and remain solely responsible for any damage or destruction to Holman Stadium and/or the practice fields by the County or its assignee. The County, or its assignee, shall be entitled to retain the revenues from ticket sales for its events, and concessions sold during the events when Holman Stadium and/or the practice fields are utilized by the County; provided, however, that although VeroTown, LLC covenants to cooperate with the County in such endeavors, VeroTown, LLC shall not be required to provide concession management services and/or any other related services during any County event. In all cases, VeroTown, LLC shall be reimbursed by the County for any operating costs and expenses incurred by VeroTown, LLC as a result of the County's use of Holman Stadium and/or the practice fields, including, but not limited to, the cost of any parking attendants, ticket takers, security personnel, clean-up crews, and the like provided by VeroTown, LLC. Prior to using Holman Stadium and/or the practice fields as provided herein, the County shall cause VeroTown, LLC to be named as an additional insured on the County's general liability insurance policy and shall deliver to VeroTown, LLC a certificate of insurance which verifies the existence of the policy and the fact that VeroTown, LLC is named as an additional insured.

Lease Year means a twelve-month period commencing on May 1st of any calendar year of the Term hereof and ending on April 30th of the following calendar year; provided, however, that the first Lease Year shall commence as of the Effective Date and end on the First April 30th following the Effective Date.