

Section 6.04. The County's Use of Holman Stadium and the Practice Fields. The County has the right to use Holman Stadium and/or the practice fields, for a total of twelve (12) days, which use shall include: up to two (2) days per Lease Year for education, entertainment and community enrichment purposes; nine (9) days per Lease Year for the community's annual "Harvest Festival"; and one (1) day per Lease Year for the Jackie Robinson Game, at no charge to the County (other than reimbursing Verotown for any operating expenses incurred by Verotown 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 will be selected by mutual agreement of the parties; provided that, if the parties cannot agree on the dates, Verotown's reasonable selection of dates will be final and controlling. Provided, however, Verotown will defer to the County and cooperate in scheduling and making the Facility available for the community's annual "Harvest Festival." The Harvest Festival will occur for four (4) days from Thursday to Sunday in the week prior to Thanksgiving each year with the remaining five (5) days set aside for the Harvest Festival to be provided before and after the event for set-up and take-down. The parties recognize that Verotown or any other MLB Entity may, at any time, also host an event celebrating Jackie Robinson and any such event would take priority over a County scheduled event, except for the 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 and shall not create any conflicts with sponsorships which have been otherwise

arranged by Verotown or any other MLB Entity. Moreover, the County's use of Holman Stadium and/or the practice fields must not interfere in any way with Verotown's use and quiet enjoyment of the Facility. The County will 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 will 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, is 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 covenants to cooperate with the County in such endeavors, Verotown will not be required to provide concession management services and/or any other related services during any County event. In all cases, Verotown will be reimbursed by the County for any operating costs and expenses incurred by Verotown 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, pro-rata utility cost, and the like provided by Verotown. Prior to using Holman Stadium and/or the practice fields as provided herein, the County shall cause Verotown to be named as an additional insured on the County's general liability insurance policy and shall deliver to Verotown a certificate of insurance which verifies the existence of the policy and the fact that Verotown is named as an additional insured.