

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution No. 139

Authorizing the Chairman and Secretary/Treasurer to execute, on behalf of the Commission, an agreement with Professional Sports of Oregon, Inc., for the use of the Civic Stadium for its baseball games.

The Metropolitan Exposition-Recreation Commissions finds:

1. That the negotiating committee appointed by the Commission has negotiated a contract with Professional Sports of Oregon, Inc. for the use of the Civic Stadium for the Beaver's professional baseball games in the Pacific Coast League season, exhibition and playoff games for the 1992 and 1993 seasons.

2. Professional Sports of Oregon, Inc. has approved this agreement and the Commission staff and negotiating team recommend approval of this agreement by the Commission.

BE IT THEREFORE RESOLVED that the Chairman and Secretary/Treasurer are authorized, on behalf of the Commission, to execute the Agreement between the Commission and Professional Sports of Oregon, Inc. for the use of the Civic Stadium for their baseball games in the Pacific Coast League season, exhibition and playoff games for the 1992 and 1993 season, in the form set forth in Exhibit A attached to this Resolution.

Passed by the Commission on August 7, 1991.



Chairman



Secretary/Treasurer

APPROVED AS TO FORM:



Metro General Council

Metropolitan Exposition-Recreation Commission

P.O. Box 2746 • Portland, Oregon 97208 • 503/731-7800 • Fax #731-7870 • 777 NE Martin Luther King Jr. Blvd.

Date: August 2, 1991
TO: Metropolitan Exposition-Recreation Commission
FROM: Commission Negotiating Appointee/Staff
SUBJECT: Portland Beaver Baseball Agreement

At the Commission's direction, MERC Staff (Fehrenkamp, Fennell & Buffetta) and the Commission Negotiating Appointee (Ron Kawamoto) have met with Mr. Joe Buzas, Club owner, and his staff, in order to formalize a new Pacific Coast League AAA baseball agreement.

Following is a summary of the proposed changes, compared to the current agreement, we would like to include in a new agreement:

TERM

Current: Two years with a one year option

Proposed: One year with a one year option

RENT

Current: Regular Season Games, the Club pays \$700 per game. Double headers considered as two games. Exhibition and playoff games, greater of \$700 or 10% of gross ticket sales per game.

Proposed: All games, greater of \$750 or 10% of gross ticket sales. Double headers considered as two games. Regular season games will be calculated on a home stand basis. Exhibition and playoff games will be calculated on a per game basis.

FOOD DAY (there's usually five "food days" in a season which attracts
----- an average of 7,500 in attendance per game)

Current: Patrons are allowed into the ball park with a donation of a can of food.

Proposed: Food day events will charge \$1.00 admission, in addition to the donation of a can of food. Fifty cents of the \$1.00 will go to the Commission as a User's Fee.

EXCLUSIVITY

Current: The Club is expressly granted the exclusive semi-professional and professional baseball rights in the Stadium during the term of this Agreement. Club shall have the right of first refusal to promote any baseball exhibition game of every kind to be played in the Stadium during the term of this Agreement. This statement of exclusivity shall in no way affect the scheduling and playing of high school or collegiate baseball games and their related tournaments.

Proposed: This agreement is non-exclusive use of the Stadium. The Metropolitan Exposition-Recreation Commission retains the right to enter into agreements for additional use of the Stadium with any party for any use including amateur, semi-professional, professional, or major league baseball games of any nature or kind. Spacing would be considered between any major league exhibition game in order not to negatively impact sales of either game.

GROUP SALES

Current: Not addressed

New: The Club has agreed to use the Commission's Group Sales department to help increase ticket sales through aggressive, well planned, and organized group sales effort.

SPLIT OF NET CONCESSIONS REVENUES

Current: First/Second Year of Agreement: The Commission agrees to pay the Club 70% of its net proceeds from the concessions sales for the Club's regular, exhibition and playoff games.
Option Year: Same language, percentage changed to 65%.

Proposed: First Year: Same language, percentage changed to 60%
Option Year: Same language, percentage changed to 55%.

Note 1 - Club and Commission will each allocate 5% from their share of net proceeds from concessions sales for aggressive marketing (i.e. concerts, giveaways, ad buys etc.). The marketing program, for this 10%

will be spent on advertising as mutually agreed on by both parties. This 10% is money over and above the Beaver's normal advertising budget. This money will be set aside and held by the Commission to be spent on marketing the Club in order to increase game attendance.

Note 2 - If the paid attendance for the First Year of this agreement (1992 season), for regular season games, is 15% greater than the paid attendance for regular season games of the previous season (1991 season), the Commission will retain 50% of its net proceeds from concessions sales, instead of the 45% of the net concessions sales, for the Club's regular, exhibition and playoff games for the Option Year (1993 season).

SALE OF ADVERTISING

Current: The Club shall have the right to sell space for advertising on the outfield bleacher fences and at other reasonable locations in the Stadium subject to the Commission's written approval, which shall not be unreasonably withheld. The Club acknowledges that the showing for such advertising is limited to the Club's regularly scheduled games and may be masked out for any other events.

Proposed: The Club shall have the right to sell space for advertising on the outfield bleacher fences. The Club acknowledges that the showing for such advertising is limited to the Club's regularly scheduled games and may be masked out for any other events. If the square footage space for advertising on the outfield is increased, and sold by the Club, the net revenue (after expenses) from these sales will be shared equally between the Club and Commission.

The Commission shall have the right to sell advertising space or sub-lease the right to sell space for advertising in the public rest rooms, the inner concourse, the outer concourse and other reasonable, permanent locations. The net revenues (after expenses) from these sales will be shared equally between the Club and Commission.

FINANCIAL IMPACT

The average attendance for the last few years has been about 2,500 per game. We feel that with the additional marketing set aside from concessions revenues, by the Club and the Commission, along with additional concentration from the Commission's Group Sales Department, the average attendance would run about 3,000 per game. Based on this, the Commission would receive about \$64,000 for the first year and almost \$80,000 for the option year, in additional revenues, as follows:

	First Year	Option Year
	-----	-----
From Concessions	\$ 30,915	\$ 45,700
From Rent	4,000	4,000
From Food Day Events	18,750	18,750
From User's Fees	10,000	10,000
	-----	-----
Total	\$ 63,665	\$ 78,450
	=====	=====

Staff and the Commission's negotiating appointee therefore recommends that the Commission approves this agreement by passing the attached resolution.

AGREEMENT

THIS AGREEMENT made and entered into this 7th day of August, 1991, by and between the Metropolitan Service District, acting by and through its Metropolitan Exposition-Recreation Commission, hereinafter called "Commission," and BUZAS BASEBALL, INC. (formerly PROFESSIONAL SPORTS OF OREGON, INC.), an Oregon Corporation, hereinafter called "Club".

WITNESSETH:

WHEREAS, Commission operates the Civic Stadium, hereinafter referred to as the "Stadium", in the city of Portland, Oregon;

WHEREAS, the Club possesses a baseball franchise in the Pacific Coast League, and desires to rent the facilities of the Stadium for professional baseball games in the Portland area;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter specified, the parties hereto agree as follows:

1. Facilities

Commission shall provide the Stadium complete with bases, batting cage, pitching and fielding screens, turf and lines, dressing rooms, public address system, scoreboard, illumination of the Stadium, clean seating and rest room facilities, and water vacuum ready for use by the Club for all baseball games to be played as provided herein.

2. Admissions Personnel

Commission shall supply an adequate number of ushers, ticket takers, box office sellers, guards, message center operator, and other necessary admission control labor at its expense. The Club shall provide the Commission to the best of its ability, timely and realistic attendance projections for purposes of planning the aforesaid staffing. A meeting shall be held prior to each home stand to review and plan staffing based on attendance and promotion. All decisions regarding the number of staff shall be determined by the Commission's General Manager and his decision shall be final.

3. Game Personnel

The Club shall hire and pay all salaries of game personnel, including but not limited to players, umpires, announcers, scorekeepers, scoreboard operators and other officials as may be required for conduct of the game.

4. Use of Dressing Rooms

The Club shall have exclusive year-round use of their dressing room, however, such use shall be limited to storage and normal dressing room functions and associated with the regular, play-off and exhibition season unless otherwise approved by the Commission's General Manager in writing. For security reasons, the keys to the Club's dressing rooms will be given only to personnel designated by the Club and specified Commission employees. Security of the dressing rooms during the period of use by the Club shall be the responsibility of the Club. The Club shall not make any improvements to the dressing room area without prior written approval from the Commission's General Manager. All costs of any improvements shall be borne solely by the Club.

5. Scheduling Playing Dates

The Commission shall provide the Stadium facilities for the Club for Pacific Coast League regular season and play-off games and one exhibition game per season with the Club's parent major league club. Upon receipt of a proposed schedule from the Beavers, the Commission's General Manager will meet with the Club to finalize the Club's schedule for regular season and play-off games and the exhibition game, taking into consideration use of the Stadium by other tenants. The Club shall be given priority in scheduling, unless the Commission is already contractually obligated to provide priority scheduling to another Stadium user, or unless the Stadium is utilized for major league football.

6. Concessions, Novelties and Programs

Commission shall retain all concession management rights, provided that the Club shall be allowed the right to print and sell programs and advertising contained therein, as well as the right to sell novelty items. In the event that the Club elects to have the Commission or its designated concessionaire sell or manage the aforementioned items on behalf of the Club, a percentage of total sales will be negotiated between the Commission and the Club for such services.

The Commission shall use its best efforts to cooperate with the Club in maximizing concession income. Such cooperation shall include, but not necessarily be limited to, pricing decisions and product selection which will support and enhance the marketing and promotional efforts of the Club, provided always that standards of quality and the cost of products are not adversely affected thereby, and that all necessary legal requirements can be met. The Commission's acceptance of products proposed by the Club for sale in the concession stands shall not be unreasonably withheld. The Commission agrees to approve product selections based on League-wide promotional campaigns, so long as selections otherwise comply with this section.

The Commission shall pay the Club 60 percent of its net proceeds from the concession sales for the Club's regular, exhibition and play-off games for the 1992 season. The Commission shall pay the Club 55 percent of its net proceeds from concession sales for the Club's regular, exhibition and play-off games for the 1993 season (option year). However, if the paid attendance for the 1992 season for regular games is 15 percent or more than the paid attendance for regular games of the 1991 season, the Commission shall only pay to the Club 50 percent of its net proceeds from concession sales for the Club's regular, exhibition and play-off games in the 1993 season (option year).

The Commission shall provide detailed reports of daily concession activity after each home stand to the Club. The Club shall receive its concession payments within three (3) working days after the Commission has received its payment from the Stadium's concessionaire. The Club shall receive no concession revenue from games which are cancelled or are not played. For purposes of this section, net proceeds shall be defined in the same manner as contained in the Commission's current Concessions and Catering Service Agreement.

7. Sale of Advertising

The Club shall have the right to sell space for advertising on the outfield bleacher fences. The Club acknowledges that the showing of such advertising is limited to the Club's regularly scheduled games and may be masked out for any other events. If the space for advertising on the outfield bleacher fences is increased, the revenue from the sale of the increased portion of outfield bleacher advertising space will be shared equally between the Club and Commission, less expenses. The Commission shall have the right to sell space or sublease the right to sell space for advertising in the public rest rooms, the inner concourse, the outer concourse and other reasonable, permanent locations. The net revenue produced by the Commission from the direct sale or the sublease of the rights to sell advertising space will be split 50%/50% with the Club after expenses are paid. A reasonable effort will be made by the Commission to avoid competition between the sale or sublease of the Commission's right to sell advertising space in the public rest rooms, the inner

concourse, the outer concourse or other permanent locations and the Club's right to sell space for advertising on the outfield bleacher fences.

8. Radio and Television Rights; Closed-Circuit and Cable Television

The Club shall retain all radio and television rights and may make and execute any contract with respect to television and radio required by the PCL or for any other games in which it may participate or sponsor, without Commission approval; provided, however, that the Club shall to the best of its ability schedule live broadcasts only for the promotion of the baseball games to be played at the Stadium and shall not allow such broadcast and telecasts to be detrimental to the attendance at such games. Any additional cost of operating the Stadium necessitated by radio or television coverage shall be borne by the Club.

9. Club's Practices

At no additional charge to the Club, the Commission shall make the Stadium available to Club for daytime practice during normal working hours subject to availability. For all other practice time, as determined available by the Commission, the Club shall reimburse the Commission for labor necessitated by the practices and/or field lights. The decision as to the requirement for and quantity of labor shall rest solely with the Commission's General Manager. All practices shall be closed to the public unless approved by the Commission's General Manager.

10. Indemnity; Liability Insurance

A. Club shall indemnify and hold the Metropolitan Service District, the City of Portland, the individual members of the Metro Council, the Metropolitan Exposition-Recreation Commission, the individual Commissioners thereof, and the officers, agents and employees of Metro, the City of Portland, and of the Commission, all of whom are collectively known as "the Indemnities", from:

1. Any loss, cost or expense including, but not limited to attorney's fees, that the indemnities may sustain or incur on account of any damage to or destruction of any properties that the Commission may own or in which Commission may have any interest.

2. Any loss, cost or expense including, but not limited to attorney's fees, on account of any damage to or destruction of any property belonging to any other person, firm or corporation.

3. Any loss, cost or expense including, but not limited to attorney's fees, resulting from injury to or death of any person or persons resulting from, or in any way connected with the use of the Club, or its agents or employees, of the Stadium or any of the Commission facilities, with the exception of all damage, loss, cost, expense or liability of whatever nature resulting from the sole negligence of the Metropolitan Service District and the Commission and their officers, agents or employees, which shall be the responsibility of the Commission and the Metropolitan Service District.

B. The Club, at its own expense, shall maintain public liability and property damage insurance in standard form in amounts acceptable to the Commission. The Metropolitan Service District, the City of Portland, the members of the Metro Council, the Commission, individual Commissioners, and the officers, agents and employees of Metro, the City of Portland, and of the Commission, shall be named as insured parties on this insurance. All of such public liability insurance shall include contractual liability coverage for the Club's indemnities hereunder. The Club shall promptly deliver to Commission the certificates of all such policies of public liability and property damage insurance. While this agreement continues in effect, all such insurance shall provide for notice of nonpayment of premiums to be given by the insuring carrier or carriers to Commission, and further provide that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to Commission. The Club shall promptly pay when due all

such insurance costs and if the Club fails to do so, Commission may, at its option, pay the same and the Club shall reimburse the Commission therefor immediately upon demand by Commission.

11. Ticketing

The club shall have the right to determine ticket prices, including any discounts, and the right to reasonable complimentary ticket distribution. The club shall be responsible for sale of season tickets.

12. The club's Failure to Use Stadium on Reserved Dates:
Credits, Re-schedule Games

If, for any reason not specified in Paragraph 14 hereof, the Club shall fail to use the Stadium on a date reserved by the Club in accordance with Paragraph 5 hereof, the Club shall not be given credit against its regular season rental but shall pay rent for such date as if the Stadium had been used. Notwithstanding, the Commission may make other use of the Stadium on such date as the Commission desires.

13. Occurrences Preventing Use of Stadium

If a labor dispute, disaster, closure of the Stadium by municipal or other governmental authority, or any other unforeseeable happening beyond the control of the Commission prevents the Commission from providing the Stadium to the Club on any date reserved for use by the Club, the Commission shall not be responsible for or liable to the Club for damages because the Club shall not be able to use the Stadium. Commission shall extend the Club a preference in re-scheduling on available dates any game cancelled for any of the reasons mentioned in this Paragraph. If such games cannot be re-scheduled, the Commission shall reduce the Club's regular season rental by a amount equal to the appropriate per game rent specified in Paragraph 15. It is clearly understood that in this instance the above shall be the Club's only remedy against the Commission.

14. The club's Performance Made Impossible

If any regularly scheduled game is not played or made impossible or prevented by any transportation failure, law proclamation or decree of any governmental authority, act of God, public enemy, riot, labor dispute, adverse weather condition or other like cause beyond the control of the Club, the Commission shall attempt to re-scheduled the game at the earliest possible date. The Club will be granted credit against its rental payment for any game cancelled for any of the foregoing reasons, however, any re-scheduled dates intended to replace the unplayed games shall be played by the Club at the normal rental payment.

15. Rent

A. Commission shall provide the Stadium facilities to the Club as specifically provided herein, for the following sums:

1. For each regular season game, the Club shall pay the Commission rent in the sum of seven hundred fifty dollars (\$750.00) or 10 percent of gross ticket sales, whichever is greater. Doubleheaders shall be considered as two games for the purposes of this section. Regular season games will be calculated on a home stand basis.

2. For the exhibition game with the Club's parent the club and all play-off games, the Club shall pay the Commission rent in the sum of seven hundred fifty dollars (\$750.00) or 10 percent of gross ticket sales, whichever is greater, per game.

B. The Commission will furnish the Club with a box office statement on the first working day following each game(s), accounting for all tickets for which the Commission is responsible. The Club will furnish the Commission with a complete box office statement for each event within two (2) working days after the event. The Commission and the Club shall both have the right to verify the number of sold tickets for each event.

16. User's Fee

A. For all games, regular season, exhibition and play-off, the Club shall pay the Commission a user's fee for each ticket sold, to be paid by the ticket purchaser. The user's fee will be imposed as follows:

Tickets priced \$10.00 and under	\$.50 User's Fee
Tickets priced \$10.01 to \$22.00	\$1.00 User's Fee
Tickets priced \$22.01 and above	\$1.50 User's Fee

This user's fee will be printed on the face of the ticket.

B. For 'buy out' games, in lieu of a User's Fee, the Club shall pay the Commission five hundred dollars (\$500.00) for each 'buy out' game after five (5) buy outs. A buy out game (gate) is when a majority of general admission tickets to a game are sold to one buyer and this buyer distributes the tickets himself/herself.

17. Commission's Management of the Stadium;
Commission's Right to Obtain Tickets

In renting the Stadium facilities to Club, the Commission does not relinquish the right to control the management thereof, and to enforce all necessary and proper rules for the management and operation of the same, at any time and on any occasion. The Commission reserves the right to obtain, without charge, the number of passes to each game necessary to allow adequate opportunity for observing and evaluating the operation of the Stadium.

18. Obligations Incurred by Club During Occupancy; Attorney's Fees

The club shall pay and punctually discharge any and all obligations of every character or description incurred in connection with operations by the club during The club's occupancy of the Stadium. In case suit or action is instituted by either party hereto arising out of this Agreement, the prevailing party in such litigation shall be entitled, in addition to the costs and disbursements provided by statute, to such additional sum in lawful money of the United States as the court may adjudge reasonable for attorney's fees to be allowed in any suit or action, and in any appeal therefrom.

19. The club to Make No Unlawful, Improper or Offensive Use of Facilities

The club shall not make any unlawful, improper or offensive use of the Stadium facilities, and shall comply at its own expense with all orders, notices, regulations, ordinances, and requirements of any governmental authority at any time in force respecting the use of the Stadium facilities.

20. Office Space

The Commission agrees to provide space at street level for the construction of suitable office space on the outer concourse. All costs associated with this construction shall be borne exclusively by the Club, with the exception of rough electrical supply, which shall be provided by the Commission to the site of the construction. The Club agrees to acquire written approval of all plans, designs, and specifications, including site and location, from the Commission's General Manager prior to undertaking construction or remodeling thereafter. The Club also agrees to acquire all necessary permits and licenses and to pay all fees associated with any such construction.

It is agreed that all improvements, including walls, ceilings, doors, windows, mechanical, electrical and lighting improvements, and all other additions or improvements which are associated with this construction shall become the property of the Commission immediately upon their completion. The Club shall perform this construction at a time least disruptive of the Commission's use of the Stadium facility. Once the Club has commenced construction, it shall complete the construction of its office space and vacate existing office space.

The Club shall indemnify and hold the Metropolitan Service District, the individual members of Metro, the Metropolitan Exposition-Recreation Commission, the individual Commissioners thereof and the officers, agents and employees of Metro and of the Commission, all of whom are collectively known as the Indemnities, from:

1. Any loss, cost or expense including, but not limited to attorney's fees, that the indemnities may sustain or incur on account of any damage to or destruction of any property that the Commission may own or in which the Commission may have an interest resulting from the construction under this paragraph.

2. Any loss, cost or expense including, but not limited to attorney's fees, on account of any damage to or destruction of any property belonging to any other person, firm or corporation, resulting from the construction under this paragraph.

3. Any loss, cost or expense including, but not limited to attorney's fees, resulting from any injury to or death of any person or persons resulting from or in any way connected with the improvements under this paragraph.

4. Before commencement of construction under this paragraph, the Club shall furnish the Commission a performance bond, to be approved by the Commission, in an amount equal to the amount of the contract for the construction conditioned on compliance with and fulfillment of all of the terms and provisions of this paragraph and prompt payment, as due to all persons supplying labor and or material for the prosecution of this construction.

The Commission agrees to provide this space to the Club for its exclusive use during the term of this Agreement and any subsequent agreements with the Club thereafter. The Club agrees that space will be used exclusively for the business purposes of the Club and further agrees that at no time will such office space be sublet for any purpose. The Commission shall not charge any rent for the use of this office space by the Club, however, the Club agrees to pay utilities associated with the use of this space, upon presentation of an invoice from the Commission.

21. Other Stadium Use

The Commission agrees to allow the Club the use of the Stadium facilities for four (4) non-baseball events per season to be promoted by the Club. The Club agrees for these uses it will pay the Commission one and one-half times the Commission's direct expense for such use in addition to the rents already set forth (the greater of \$750.00 or 10 percent of gross ticket sales) and shall carry the applicable user fee as set out in Paragraph 16. For these four uses the Club shall not share in any concession revenue. The Commission reserves the right to approve the scheduling and type of events to be presented.

22. Improvements

The club shall make no improvements in or upon the Stadium facilities without first obtaining the written consent of the Commission, which shall not be unreasonably withheld. Improvements initiated by the Commission which may concern the Club will be reviewed with the Club.

Improvements to the Stadium or the purchase of new equipment which is requested by the Club and which is primarily or exclusively for the use and benefit of the Club, and which the Commission is unwilling or unable to finance, shall be made at the expense of the Club. If such improvements or equipment purchases are not permanently affixed to the Stadium property and are otherwise portable in nature, they will remain the property of the Club. Exceptions may be negotiated between the Club and the Commission.

23. Assignment by the Club

The club shall not assign, sublet or transfer this Agreement or its interest herein to anyone by operation of law or otherwise without first obtaining the written consent of Commission, provided, however, that such consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall bind and benefit not only the parties hereto, but their respective successors and assigns.

24. Breaches of Agreement; Commission's Remedies

If any assignment of the club's property shall be made for the benefits of creditors or otherwise, or if the club's interest herein shall be levied upon, under execution or seized by virtue of a writ of any court, and such levy or writ shall not be removed within twenty (20) days thereafter, or the Club shall not in good faith have undertaken to remove such levy or writ within the twenty (20) day period or a receiver be appointed over the club's interest herein, or if a petition in bankruptcy reorganization or a petition for bankruptcy arrangement be filed by or against the Club, the same shall be deemed to constitute a breach of this Agreement and thereupon this Agreement shall be terminated, with the consequences of termination as hereunder provided.

PROVIDED ALWAYS and these presents are upon this condition; that if the rental shall be in arrears for a period of ten (10) days after written notice, or if the club shall fail or neglect to perform or observe any of the agreements herein contained which the Club is to perform, the Commission may terminate this Agreement, expel the club or those claiming under it, and remove its effects (forcibly if necessary) without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of this Agreement.

25. The club's Parking Spaces and Parking Credentials

Commission shall provide to the Club without charge, twelve (12) reserved parking spaces conveniently located for use by the Club, its officers, agents, servants, employees and special guests.

26. Press and Photographer Credentials

Press credentials and photographer credentials shall be issued exclusively by the Club and will be honored by the Commission, but the Commission may designate the entrance(s) where these credentials will be honored.

27. Royalties

In addition to all other amounts the club is required by this Agreement to pay when due, the club shall also pay amounts becoming due as royalties to any person, firm, corporation or licensing agency, by reasons of performance of any subject matter of copyright in the Stadium by the Club.

28. Term

This Agreement shall commence upon signing and will continue through the regular Pacific Coast League 1992 season and the 1992 play-off dates.

At the sole option of the club this Agreement shall be renewed for one and only one additional year under the same terms and conditions. The Club must advise the Commission in writing of its intent to renew this Agreement for one year within thirty (30) calendar days following the conclusion of the 1992 season play-offs.

29. Exclusivity

The Club is expressly granted the exclusive semi-professional and professional baseball rights in the Stadium during the term of this Agreement.

However, the Metropolitan Exposition-Recreation Commission retains the right to promote, or have promoted, any major league exhibition game (except the Club's exhibition game with their parent major league club) to be played in the Stadium during the term of this Agreement.

Spacing would be considered between any major league exhibition game and the Club exhibition game in order not to negatively impact sales of either game.

This statement of exclusivity shall in no way affect the scheduling and playing of high school or collegiate baseball games and their related tournaments.

30. Group Sales

The Club has agreed to use the Commission's Group Sales department to help increase ticket sales through aggressive, well planned, and organized group sales effort.

1. The Club agrees to use the services of the Group Ticket Sales Division of the Commission for the events specified in the Rental Contract between the Metropolitan Exposition-Recreation Commission and the Club.

2. As consideration for the services provided by the Group Ticket Sales Division, the Club agrees to pay Commission the fee of ten (10) percent of the gross group ticket sales, less total Group Sales User's Fee receipts, plus any applicable expenses agreed to between the Club and Commission.

3. Commission shall retain all rights to the mailing lists, contacts and phone lists used for Group Ticket Sales.

4. The Club agrees to provide Commission, no less than sixty (60) days prior to the first game, a listing of the number and/or dates of games available for Group Ticket Sales, plus the applicable discounts, ticket prices and promotional materials.

5. Commission reserves the right to terminate this Agreement for Group Ticket Sales not less than thirty (30) days prior to the first game. Notice of termination shall be mailed to the address listed in Permit.

6. Calculation of rental fees shall be based on total gross receipts, including Group Sales receipts, less total User's Fee.

7. Commission neither warrants nor guarantees the performance of the Group Sales Division.

31. "Food Days"

The Club agrees to charge one dollar (\$1.00) admission, in addition to the donation of a can of food to all "Food Day" events at the Stadium. Fifty cents (.50) of the one dollar (\$1.00) admission will go to the Commission as a User's Fee.

32. Marketing

The Commission and the Club each agree to pay a percentage of their net proceeds from concession sales of the Club's regular, exhibition, and play-off games for the 1992 season and option year for marketing purposes. The percentage paid by the Commission shall be 5 percent of the total net proceeds from concession sales of all of the Club's games. The Club shall pay an

equal amount. The monies collected will be set aside by the Commission to be spent on marketing the Club in order to increase game attendances. The Club agrees that the monies collected are over and above the Club's normal sales and marketing budget and are not intended as a substitute, funding source. The Club and the Commission will mutually agree as to how the monies are best spent.

33. Modification and Amendment

This Agreement may not be modified or amended except in writing signed by the parties.

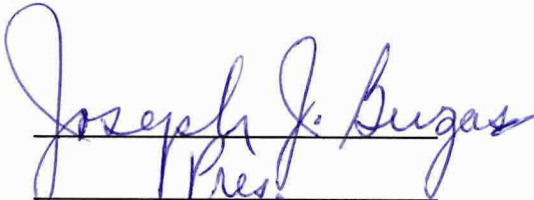
34. Severability

Any determination that any part or provision of this Agreement is invalid or unenforceable shall not affect the remainder of this Agreement which shall continue to be enforceable according to the terms hereof.



IN WITNESS HEREOF, the parties hereto have duly executed this Agreement in quadruplicate on the date first herein above written.

BUZAS BASEBALL INC.

METROPOLITAN SERVICE DISTRICT
by and through its Metropolitan
Exposition-Recreation Commission

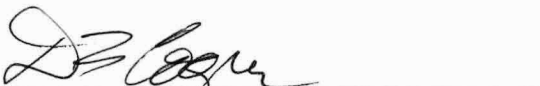


Title


Chairman


Secretary/Treasurer

APPROVED AS TO FORM:



Metro General Counsel