

SECOND AMENDMENT TO MULTI-USE FACILITY

NON-EXCLUSIVE USE AGREEMENT

(Located at the Community Maritime Park)

COMMUNITY MARITIME PARK ASSOCIATES, INC.

and

NORTHWEST FLORIDA PROFESSIONAL BASEBALL, LLC

Dated as of April 2, 2015

SECOND AMENDMENT TO MULTI-USE FACILITY NON-EXCLUSIVE USE AGREEMENT

THIS SECOND AMENDMENT TO MULTI-USE FACILITY NON-EXCLUSIVE USE AGREEMENT ("First Amendment") is made and entered into this 2nd day of April, 2015, by and among NORTHWEST FLORIDA PROFESSIONAL BASEBALL, LLC, a Florida limited liability company ("NFPB"), and COMMUNITY MARITIME PARK ASSOCIATES, INC., a Florida non-profit corporation ("CMPA").

RECITALS:

A. Effective July 20, 2011, NFPB and the CMPA entered into that certain Multi Use Facility Non-Exclusive Use Agreement (the "Agreement") relating to that certain Multi-Use facility located at the "Vince Whibbs, Sr. Community Maritime Park" (the "Park"). The Park is a 32-acre parcel located on Pensacola Bay in downtown Pensacola, Florida.

B. NFPB owns a class "AA" minor league baseball team known as the "Pensacola Blue Wahoos," an affiliated franchise of the Cincinnati Reds Organization, referred to herein as the "Club." The Club's existence in Downtown Pensacola, and specifically at the Community Maritime Park, continues to generate significant economic development activity and increase incremental taxable values of properties located in Downtown Pensacola.

C. Pursuant to the parties Agreement, NFPB utilizes the Park as a forum for different events, including home baseball games, and related training, exhibition and possible post-season play.

D. During the first three years of the Agreement, the parties have encountered several issues that need to be resolved and clarified such that the Agreement may be administered more appropriately.

E. The CMPA also desires to sell its interest in certain "Naming Rights" which relate to the Multi-Use Facility and the Baseball Playing Surface ("Field"), to NFPB in order to generate additional working capital for the CMPA.

F. The Agreement calls for the parties to address the sufficiency of certain surcharges on ticket sales and attendance not less than every three years. CMPA and NFPB believe that these negotiations and this Amendment to the Agreement will satisfy any and all necessity to review those charges in the future and that the Agreement, as amended herein, will continue to create a positive economic impact for the community.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, NFPB and CMPA, each intending to be legally bound, do hereby mutually agree as follows:

1. MULTI-USE FACILITY NAMING RIGHTS. Pursuant to section 8.3 of the Agreement, NFPB has the exclusive power and authority from time to time during the Term to designate the official name and/or designate a naming sponsor of the Multi-Use Facility as well as the Baseball Field, subject to CMPA's prior review and approval, which approval shall not be unreasonably withheld (the "Naming Rights"). Upon the sale of any Naming Rights, and after payment of costs and expenses associated with the sale of any Naming Rights the CMPA is entitled to 50% of the revenue generated from the sale thereof.

The parties agree that a fair and reasonable estimate of the value of Naming Rights for the Multi-Use Facility and the Field for the remaining seven years under the Agreement is \$1,575,000.00 or \$225,000.00/per year. After payment of the costs and expenses associated with the sale of Naming Rights, the CMPA would be entitled to fifty percent (50%) of this amount annually, or not more than \$112,500.00 per year.

NFPB agrees to purchase any and all rights the CMPA has in any revenue derived from the sale of Naming Rights for the sum of \$112,500.00 per year for the balance of the Agreement, said payments to be made annually in one lump sum on or before July 15 of each year, said payments totaling \$787,500.00.

CMPA's review and approval of a proposed name is hereby amended such that the CMPA shall approve any specific name designated for the Multi-Use Facility or the Baseball Field by NFPB subject only to the condition that the proposed name does not violate any "community standards." This Amendment shall not limit or otherwise disturb any of the rights NFPB has under paragraph 8.3 of the Agreement. Notwithstanding anything else contained within the Agreement, NFPB shall retain the right to designate, or otherwise assign the Naming Rights to third-parties, from time to time, upon its sole discretion subject only to the review and approval by the CMPA for consistency with community standards.

2. PENDING MAINTENANCE ITEMS. The parties have identified a list of items at the Multi-Use Facility which are in need of maintenance, repair and/or replacement. A composite list of these items is attached hereto as Exhibit A. With the exception of those items in the category of "HVAC," the CMPA shall move expeditiously to effectuate all repairs, replacement, and maintenance required to bring said items into working order as set forth in Exhibit A.

At its sole expense the CMPA will purchase and maintain a Maintenance/Service Contract with respect to all elevators at the facility.

At its sole expense, NFPB shall purchase and maintain a Maintenance/Service Agreement with respect to the HVAC systems at the Multi-Use Facility.

3. PROCEDURES FOR FUTURE REPAIRS. In order to ensure prompt, timely, and consistent responses to repair and maintenance issues at the Multi-Use Facility, the parties have agreed to a protocol for addressing future items as well as a comprehensive list of the parties respective repair and maintenance responsibilities. A copy of the agreed upon protocol for these items is attached hereto as Exhibit B and the parties agree to work in good faith to compile a comprehensive maintenance list to alleviate any future disputes over their respective responsibilities.

4. PROCEDURES FOR SCHEDULING EVENTS. Pursuant to the Agreement, the parties each have the right to schedule events at the Multi-Use Facility. Furthermore, the parties recognize that in addition to CMPA Events and NFPB Events defined under the Agreement, certain other "Independent Third-Party Events" are being scheduled and conducted at the Multi-Use Facility. This Amendment recognizes that the parties have been accommodating, and will continue to accommodate, these types of events. A copy of the agreed upon scheduling protocol is attached hereto as Exhibit C.

6. ADDITIONAL NEGOTIATIONS. The parties agree that there will be no further re-negotiation of the Variable Ticket Sales Surcharge or the Variable Attendance Surcharge until the first potential renewal date of the Agreement.

7. BINDING EFFECT. This Agreement shall inure to the benefit of and remain fully binding upon the parties hereto and their respective successors and permitted assigns.

8. STATUS OF PARTIES. The parties hereto shall be deemed and construed as independent contractors for all purposes and not as the agent, employee, representative or servant of the other.

9. SEVERABILITY. If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect unless so construing the Agreement would produce an inequitable result.

10. GOVERNING LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties hereby submit to the jurisdiction of the United States District Court for the Northern District of Florida or of any Florida state court sitting in Escambia County, Florida, for the purposes of all legal proceedings arising out of or relating to this Agreement and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.

11. ENTIRE AGREEMENT. The Agreement, this Amendment and its Exhibits shall constitute the entire agreement between the parties hereto with respect to the subject matter herein contained. There are no agreements or understandings between the parties hereto, whether oral or written, regarding the subject matter hereof, which have not been embodied herein or incorporated herein by reference.

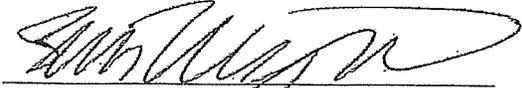
12. ATTORNEYS FEES. In the event either party to this action is required to take legal action to enforce the rights and remedies created herein, the prevailing party shall be entitled to recovery of attorneys' fees and costs, including without limitation fees and costs incurred in finalizing a fee and cost award.

IN WITNESS WHEREOF, this Amendment has been executed by duly authorized officers of NFPB and duly authorized officials of CMPA, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of the day and year first above written.

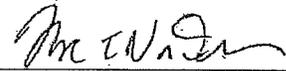
[Signature Page to Follow]

**NORTHWEST FLORIDA PROFESSIONAL
BASEBALL, LLC**, a Florida limited liability
company

Executed and delivered in
the presence of:



Print Name: Scott A. Remington



Print Name: MARK VAN OPEAN

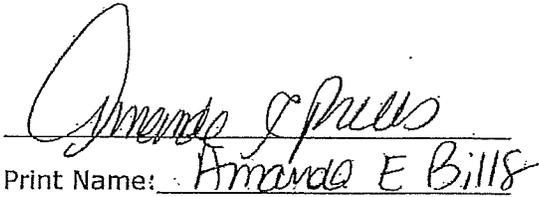
By: _____



Name: Quinton D. Studer

Title: Managing Member

**COMMUNITY MARITIME PARK
ASSOCIATES, INC.**, a Florida non-profit
corporation

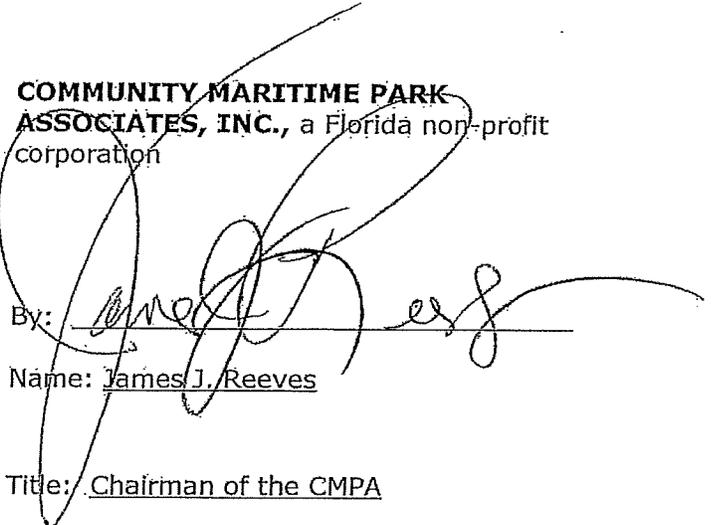


Print Name: Amanda E. Bills



Print Name: Aimee Dumas

By: _____



Name: James J. Reeves

Title: Chairman of the CMPA

Exhibit A
CMPA Pending Stadium Maintenance Items
Updated as of April 16, 2015

Outstanding

Pending Date	Completed Date	Category	Item Description	Recommendations for Resolution of Issue	Assigned To	Additional notes
5/17/2013		Elevator	Elevator Door is warping and damaged due to sunlight at sunset.	Recommendations from KONE elevators, selected elevator maintenance contractor, is to replace the existing 2nd elevator door with a exterior specified elevator door.	CMPA, Management Blue Wahoos	Kone Quote to Replace External Elevator door (with proper type of door) is \$9,860.00.
7/31/2013		Water Leak	Additional concerns in catering office	A plumber should be brought in to check the drain line for leaks and seal around the floor sink for the ice maker; if the A/C duct is not insulated this needs to be addressed.	CMPA, Management	City Engineering recommends hiring plumber to affect repair. Rough cost estimated at \$750.
7/31/2013		HVAC	Additional concerns in catering office	NFPB Staff believes the reason the room does not cool appropriately is because the thermostat is located in the cash vault area which is closed off and not used as much, and it should be relocated to the higher traffic area where the cooling is needed the temperature read.	Not Assigned at this time	Added to list on 4/16/2015 e/w
5/17/2013		Electrical	Electrical/lighting work is needed	Addressed during 2nd walk through. The breaker is randomly tripping. NFPB will attempt to document a pattern, see if there is a trend of when it occurs.	Currently being Monitored by Stadium Staff	Electrical recommendation was to monitor the situation to see if there is a specific cause that pops the breakers. It is currently being Monitored by Stadium Staff.
2/13/2014		Electrical	External lights outside bathrooms on back of stadium not functioning	The external circuit is not functioning (no power getting to units). Recommend trace back to electrical source and make repairs as necessary	CMPA Management	Engineering Department's rough estimate of cost is around \$1,000 (on the high end).
3/31/2015		Awning	Another Fabric Awning on First Base line is starting to tear	To purchase another fabric awning from Apollo Sanguard, to replace torn fabric awning, also to purchase another awning replacement for a back-up when another awning fails.	CMPA, Management	Apollo Sanguard Systems, Inc Awnings approved for order on 4/9/15. Ordered on 4/13/15
3/5/2015		Water Leak	Bat & Tackle Store Leak	Repair is currently underway via email by former Executive Director on 3/5/2015	NFPB.	Added to list on 4/16/2015 e/w
3/31/2015		Sinks	Concession Stand/Kitchen handwashing sinks	Hand washing sinks are beginning to separate from wall - this has been a gradual issue since installation; now it is a problem that could potentially affect a health department inspection.	NFPB	Added to list on 4/16/2015 e/w. Repair estimate at \$355. Repair approved on 4/16/15 by e/w and mb
3/31/2015		Concrete Repairs	Recent Concrete Repairs Cracked	HOAR construction made concrete repairs in late March 2015; the repairs done behind home plate and near the grass berm has cracked since the repair was completed. Would like to have HOAR verify no further concerns. Also, there is re-bar sticking out of the concrete in the Visitor's side camera pit - this should have been addressed with HOAR but was inadvertently missed.	CMPA	Added to list on 4/16/2015 e/w

Exhibit A
 CMPA Pending Stadium Maintenance Items
 Updated as of April 16, 2015

Completed

Pending Date	Completed Date	Category	Item Description	Recommendations for Resolution of Issue	Assigned To	Additional notes
5/17/2013	2/13/2014	Elevator	Elevator Service Contract	CMPA Board voted to move forward with KONE elevators to provide maintenance for the two elevators at the CMP.	Neighborhood Services	Awarded to Kone Elevator. Annual Cost of \$960,722 less pay in advance discounts.
1/14/2014	1/15/2014	Fire Extinguishers	Need Annual Fire Extinguisher Agreement as well as annual inspection	Neighborhood Services is working with BW Operations to get three quotes for Annual Fire Extinguisher Agreements	CMPA Management	Action: Fire Services is under contract with Ovations to inspect the Kitchen Hoods as well as the Stadium's Fire Extinguishers. This item is closed.
7/19/2013	2/19/2014	Ceiling Repair	Clubhouse ceiling deteriorating	Assuming this is in the chunks of concrete falling in the training workout room. City Building Maintenance to spray foam insulation around duct work in the ceiling.	Building Maintenance	Completed Total cost for all items \$956.31.
5/17/2013	2/19/2014	Water Leak	3" base drain leak (Catering Office)	City Building Maintenance to check floor drains on 2nd level in concession stand and restroom for plastic caps that were not removed before the brass covers were installed.	Building Maintenance	Included in above.
7/31/2013	2/19/2014	Water Leak	Press box leak (doorway and ceiling/roof)	Doorway attempts have been made to slow this down. Suggestion is to remove what is there now and start over with weather-stripping, door sweeps and maybe a taller threshold. Building Maintenance to perform this work. Ceiling/roof leaks: Phoenix Coatings	Building Maintenance	Included in above.
5/17/2013	N/A	No Action Required	Long-term Capital Asset Replacement Schedule	Not addressed during walk through. Will be addressed by CMPA.	CMPA	
5/17/2013	N/A	No Action Required	Walk-through for repair requests	Walk through was conducted on November 6, 2013.	N/A	Additional walk through to determine correction action for repairs occurred November 22nd and December 3rd.
2/13/2014	March 2014	Elevator	General Maintenance	KONE Elevator to conduct 4 Straight Time hours for general maintenance and cleaning on both CMP elevators (Not included in maintenance agreement).	CMPA Management	Work completed. Awaiting the invoice for payment of services at quoted price of \$1079.94.
11/15/2013	March 2014	Elevator	ADA phone and key switch in Elevator needs replacing	ADA compliant automatic telephone in the elevator cab was damaged from a storm. Replace key switch that was damaged by vandalism.	CMPA Management	Work completed. Awaiting the invoice for payment of services at quoted price of \$2,219.37.
2/12/2014	April 2014	Elevator	Concrete in front of Freight Elevator is cracking	Install a plate at the elevator threshold.	Blue Wahoos CMPA Management	Work completed. Awaiting the invoice for payment of services at quoted price of \$285.
7/19/2013	March 2015	Awning	Fabric awning over 1st base line	Fabric awning over 1st base line has completely torn in half. Requires removal and replacement.	Blue Wahoos CMPA Management	Torn Awning removed 02/17/14. Cost \$985. One quote for replacement \$1592 including S&H but not installation (rough estimate \$500).
8/19/2013	March 2015	Batter's Eye	Batter's Eye Repair	The Current Batter's eye has some missing grommets and is showing signs of wear and tear.	CMPA Management Blue Wahoos	Replacement Batter's Eye has been purchased and is on-site. Recommendation is to wait until the current on fails to make the replacement.

Exhibit A
 CMPA Pending Stadium Maintenance Items
 Updated as of April 16, 2015

13	5/17/2013	March 2015	Concrete	Concrete repairs	Outside contractor should be brought in to make repairs. Various locations throughout the stadium including under the seats in section 100, stairs close to center field, stairs to the Hill Kelly Hill.	CMPA	Quote from Phoenix Coatings \$57,046. In process of obtaining 2 more quotes.
14	5/17/2013	December 2014	HVAC	A/C repairs/HVAC Maintenance Contract	Ongoing maintenance item that will require repairs from time to time. All items NFPB has replaced have been under warranty.	CMPA Management/Blue Waivers	Created a Scope of Work to include all units serviced on a Quarterly basis. Annual costs for this maintenance agreement will be around \$5,000.
15	5/17/2013	December 2014	HVAC	Excessive heat in concession areas	Almost every piece of equipment in these areas produce high heat. With the large doors open and the summer heat the HVAC system can't keep up with demand. An outside HVAC Engineering Consultant should review and make recommendations.	CMPA Management	Received Engineering Consultants Quote. About \$18,850 to design and Engineer repairs. Approx. \$274k - \$325k for cost of implementing all improvements.
16	5/17/2013	December 2014	HVAC	Lack of proper ventilation for freezer/refrigerator equipment	NFPB was provided a vanilla box for the equipment, the equipment and build out of the room was done by NFPB. An outside HVAC Engineering Consultant should review and make recommendations.	CMPA Management	Included in Above Quote from HVAC Consultant.
17	7/31/2013	December 2014	HVAC	Additional concerns in catering office	The A/C duct is not insulated this needs to be addressed.	CMPA Management	Not evaluated from HVAC consultants. Will have to arrange with city engineer to implement this repair/improvement. Rough cost estimate \$500.
18	11/31/2014	June 2014	Fire Alarm	Fire alarm going off daily	Fire Control replaced the relay switch and now issue appears to be with the phone lines. Could be tied to the leak into the elevator control box because signal to the Fire Dept says it is in the elevator.	CMPA Management	KONE and Fire Control Systems have been put in contact with each other to resolve this issue. No update at this time.
19	2/5/2014	March 2014	Freight Elevator	Major Repair - Prior to Maint. Agree	Furnish and install a new Hydraulic Jack packing for Freight elevator. Current packing is leaking and will cause eventual failure of elevator	CMPA Management	Requested a new quote as per CMPA Board Directive. KONE offered to waive labor but not parts. New Quote Amount is \$2769 (old quote \$4,463.12).
20	5/17/2013	March 2014	Elevator	Water leaking into Elevator Control Box	Phoenix Coatings to perform "control water test" and use "thermacam2" to determine location of leak. Will start on the 2nd floor by the elevator and move out until leak is identified.	CMPA	Phoenix Coatings Performed Leak Test. Board Provided with Results.
21	3/31/2015	April 2015	Awning	New installed Awning is loose	Building Maintenance has contacted the contractor who installed the new fabric awning to come by and tighten the turnbuckles	CMPA Management	Covered under Contractors warranty of work. Should not cost anything to tighten up the loose awning.
22	Not Listed	March 2015	Electrical	3rd Base Field Light	Pole B-1 breaker was popping due to electrical box fire. Baracco Electric fixed as emergency repair in March 2015	NFPB	Repair completed

Exhibit B

CMPA Procedures for Facility Repairs

Purpose: To define the procedures for Northwest Florida Professional Baseball, LLC ("NFPB") to follow to request and cure needs for facility repairs to the Multi-Use Stadium as defined as the responsibility of the Community Maritime Park Associates, Inc. ("CMPA") in the Use Agreement.

The procedures outlined below do *not* apply when NFPB determines that an emergency repair is necessary. Under such circumstances, the procedures defined in the Use Agreement will apply with an immediate email notifying the CMPA Project Manager and CMPA Accountant of the situation. An emergency is defined in the Use Agreement as:

"A condition which

- (1) involves a danger to public health or safety,*
- (2) is likely to result in immediate, substantial damage to the Multi-Use Facility, or*
- (3) is sudden and immediate and if not quickly cured would have a material impact on NFPB's ability to use and operate the Multi-Use Facility."*

Procedure:

1. Upon determination of need for a non-emergency repair, NFPB Stadium Operations Manager (Ops Manager) documents the date, time and description of concern on record.
2. Ops Manager will notify CMPA Executive Director of the repair need via email with a copy to CMPA Chairman, CMPA Accountant, NFPB President, NFPB Vice President and NFPB Chief Financial Officer.
3. CMPA Executive Director will reply to all within two business days acknowledging receipt of email and will simultaneously provide direction as to how to proceed with the repair. If no response is received, NFPB may take action to make the repair followed by subsequent reimbursement by CMPA.
4. Ops Manager will confirm understanding of direction via a reply to all within two business days.
5. If the requested repair is not complete within thirty (30) days, NFPB may proceed with the repair and invoice the CMPA and/or set-off against any amounts owed to it under the Use Agreement.
6. In the event the parties do not agree on responsibility for any particular repair, they agree to utilize their best faith efforts in a face-to-face meeting within sixty days to resolve liability.
7. This Policy Statement shall not be read to waive or change any existing right the parties currently have pursuant to the Use Agreement.

**CMPA Chairman is to be copied on all documentation.*

Exhibit C

Procedures for Scheduling Events in the Multi-Use Facility

Purpose: To define the scheduling and payment procedures for CMPA Management Services and Northwest Florida Professional Baseball, LLC (NFPB) to schedule events.

Procedure:

1. If an event holder contacts NFPB, they may be directed to the CMPA Management Services for scheduling. *NFPB reserves the right to schedule events.*
2. If an event requires the use of the Multi-Use Facility, CMPA Management Services will contact NFPB providing a description of the event and request services of NFPB. City will identify whether the event is a "Community Event" per the terms of the parties contract, or an independent third-party event. If NFPB decides to schedule an event other than Club Home Games, NFPB will contact CMPA Management Services providing a description of the event and confirm availability of the Multi-Use Facility. NFPB will identify whether the event is a "NFPB Event" per the terms of the parties contract, or an independent third-party event.
3. For Community Events and independent third-party events, NFPB will provide a BEO estimate to CMPA Management Services and/or the independent third-party representative itemizing the charges for the requested services. Itemized order is not a final invoice. A final invoice will be due 72 hours prior to the Community Event or independent third-party event.
4. Within two weeks from the date of a Community Event, NFPB Event and/or independent third party event, a representative from CMPA Management Services, NFPB and the independent third-party event (if applicable) will meet to finalize plans for said upcoming event.
5. Upon final agreement for services, if CMPA Management Services is the contracting party, whether for a Community Event or an independent third-party event, NFPB will invoice CMPA Management Services and/or the independent third-party for services. Payment must be guaranteed in writing prior to the Community Event date. If NFPB is the contracting party, whether for a NFPB Event or independent third party event, upon final agreement for services, CMPA Management Services will invoice NFPB for services. Payment must be guaranteed in writing prior to the NFPB event or independent third party date.
6. Within one business day before an event, a representative from NFPB, CMPA Management Services and the independent third party rental (if applicable) shall perform a walkthrough of the Multi-Use Facility. During the walkthrough, the Stadium Check-off list will be utilized to confirm the condition of the facility and a signature from all parties will be required. If damage is noted prior to an event a photo will be taken to document any irregularities.
7. Upon completion of an event, a representative from NFPB, CMPA Management Services and the independent third party rental (if applicable) shall perform a final walkthrough of the Multi-Use Facility. A final walkthrough will be performed within one business day to identify any damage that

Exhibit C

may have occurred during the event. The same Stadium Check-off List that was used prior to the event will be used to compare the condition of the facility and a signature of all parties will be required. If damage is noted after the event a photo will be taken to document the damage and the responsible party will assume the repair liability.

8. Upon completion of an event, payment is due NFPB via a check made payable to the Pensacola Blue Wahoos within three (3) business days. *Note – once final agreement for services is made, payment to NFPB is due regardless of event cancellation or success.*

Prior to an independent third-party event, payment for the rental is due via a check two weeks prior to the event date and made payable to the City of Pensacola, Neighborhood Services. *Note – once final agreement for services is made, payment to the City of Pensacola, Neighborhood Services is due regardless of event cancellation or success.*

9. In the event CMPA Management Services elects to lease the Multi-Use Facility to a third party, NFPB shall work with CMPA Management Services for any and all services provided for such independent events. For all independent third-party events, CMPA Management Services shall be entitled to retain 100% of the revenues derived from the rental fees for the facility and NFPB shall be entitled to retain 100% of the revenues derived from the sale of goods or services in connection therewith. CMPA Management Services shall have no financial liability to NFPB for independent third-party events.
10. Without limiting in any way their ability to conduct events separately, CMPA Management Services and NFPB mutually agree to cooperate and collaborate to attract large scale events such as concerts to the Multi-Use Facility, which shall be referred to as "Community Event/NFPB Events."
11. Definition of a "Independent Third-Party Event": means any and all events promoted and/or staged in the multi-use facility by a third-party and in which neither the CMPA nor NFPB takes any financial responsibility. CMPA and NFPB may assist Third-Parties with promoting or staging their events; however such events shall be subject to rental fees assessed by CMPA and certain ancillary service charges assessed by NFPB as more particularly set forth in the parties Use Agreement.