

(c) Variable Attendance Surcharge. NFPB shall collect on behalf of, and pay to CMPA during the Term a surcharge based on "actual paid attendance" at certain Club Home Games (the "Variable Attendance Surcharge"). The Variable Attendance Surcharge shall be based on "actual paid attendance" at regular season Club Home Games, EXCLUDING, HOWEVER (a) Club Home Game attendees for exhibition games, (b) all season ticket attendees for regular, exhibition, playoff or post-season games for the first year of play at the Multi-Use Facility. The Variable Attendance Surcharge shall be as follows:

(i) No Variable Attendance Surcharge for the first 20,000 attendees.

(ii) A Variable Attendance Surcharge of fifty cents (\$0.50) per attendee for the next 100,000 attendees.

(iii) A Variable Attendance Surcharge of one dollar (\$1.00) per attendee for the next 100,000 attendees.

(iv) A Variable Attendance Surcharge of two dollars (\$2.00) per attendee in excess of 220,000 attendees.

The Variable Attendance Surcharge for each Baseball Season shall be paid to CMPA within sixty (60) days after the end of such Baseball Season. The Variable Attendance Surcharge may, in NFPB's discretion, be separately charged and identified on each ticket as a "CityjCMPA--surcharge," "attendance surcharge," or other identifying language. In no event shall the total Variable Attendance Surcharge due the CMPA be less than \$125,000.00 in any of the first ten (10) years of the term of this Agreement.

NFPB shall provide attendance and ticket sales reports to CMPA monthly or less frequently in order to coincide with the delivery of such information to the League.

No later than every three years, the parties agree to meet and review the sufficiency of the Variable Attendance Surcharge. The parties agree to use their best efforts to amend said Variable Attendance Surcharge as necessary and mutually agreeable.