

**FIELD USE AND LEASE AGREEMENT
BY AND BETWEEN
STING SOCCER GROUP, L.P.
AND
THE CITY OF EULESS, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This Field Use and Lease Agreement (this "Agreement") is made by and between Sting Soccer Group, L.P., a Texas limited partnership, Texas Titans FC, L.L.C., a Texas limited liability company (collectively "Sting") and the City of Eules, Texas ("City"). City and Sting are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City owns The Parks at Texas Star Sports Complex, located at 1501 South Pipeline Road Eules, TX 76040; and

WHEREAS, Sting desires to use a portion of The Parks at Texas Star Sports Complex (the "Property" as depicted on Exhibit A) as a practice and training facility for Sting soccer teams; and

WHEREAS, Sting, in consideration of its use of the Property, will construct certain facility improvements on the Property as described in more detail below.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows:

**ARTICLE I.
DEMISE**

1.01 Leased Property. City hereby leases to Sting and Sting hereby rents from City upon the terms and subject to the conditions set forth in this Agreement, the Property.

1.02 No Warranties. Sting stipulates that it has examined the Property and Sting accepts the Property "AS IS" as suitable for Sting's intended use. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS AGREEMENT.

1.03 Use of Property. The Property shall be used for the purpose of conducting soccer practices and/or soccer training activities for Sting participants only, limited to Monday through Friday between the hours of 5:00 p.m. and 10:00 p.m., unless otherwise approved by the Director of Parks and Community Services or his designee, and subject to other conditions and provisions set forth in this Agreement. The Property shall be used by Sting for occasional tournaments and camps at the dates and times mutually agreed upon between Sting and City. During the tournaments and camps, Sting maintains the right to sell merchandise and post temporary signage, subject to the approval of the Director of Parks and Community Services.

**ARTICLE II.
TERM**

2.01 Initial Term. The initial term of this Agreement shall be for a period of ten (10) years (the “Initial Term”) commencing on the day of execution of this Agreement by the Parties (the “Effective Date”).

2.02 Renewal Term. Upon expiration of the Initial Term, this Agreement shall automatically renew for two (2) additional five (5) year terms (the 5 year renewal terms hereinafter referred to individually as a “Renewal Term” and collectively as the “Renewal Terms”). Unless as otherwise provided for in this Agreement, the Renewal Terms shall be on the same terms and conditions as set forth in this Agreement for the Initial Term.

**ARTICLE III.
RENTALS PAYABLE**

3.01 Initial Term. Sting shall annually pay to City a fee totaling \$39,000.00 per year (the “Facility Access Fee”). Sting shall pay the Facility Access Fee on a monthly prorated basis. The first Facility Access Fee payment will be due within 15 days of the Effective Date. City will invoice Sting every month thereafter and payment will be due within 14 days of receipt of invoice. Invoices shall be sent to:

The Sting Soccer Club
Attn: Julie Rice
2701 Custer Pkwy, Suite 707
Richardson, Texas 75080

Or via email: julierice@stingsoccer.com

3.02 Renewal Term. The Facility Access Fee will increase by 5% every five years, it being the intent of the Parties that the increase in total annual costs for the Facility Access Fee for each term will be as shown in the following chart:

TERM		ANNUAL COST
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Initial Term: Years 1-5		\$39,000.00
Initial Term: Years 6-10		\$40,950.00
Renewal Term: Years 11-15		\$42,900.00
Renewal Term: Years 16-20		\$44,850.00

3.03 Rental Credits. Sting will be allowed to apply all of its out-of-pocket construction costs of the Concession and Restroom Facility and other City approved Facility Improvements, as defined and described below in Article IV, sections 4.02 and 4.03, towards the Facility Access Fee for successive years, and the amount credited will be based off the rate for the term in which the improvements were constructed and accepted by the City (“Rental Credits”). Once all Rental Credits have been used, the rate will resume to the normal rate schedule as described in the chart above. For example, if Sting were to complete construction of a City approved Facility Improvement during the fifth year of the Initial Term, the Facility Access Fee for successive years will be at the rate of \$39,000.00 until the Rental Credits are spent, at which time the rate would resume to the normal rate, as described in the chart above. Before Rental Credits may be used, Sting must provide City with a complete and accurate accounting of all costs related to construction.

**ARTICLE IV.
CONSTRUCTION AND MAINTENANCE OF FACILITY IMPROVEMENTS**

4.01 Light Fixtures. Sting may erect, install and maintain, at its sole expense, athletic field lighting, including all required and pertinent foundations, light poles, lighting fixtures and underground utilities (collectively the “Light Fixtures”) necessary to conduct soccer practice and/or soccer training activities for Sting on the Property. The Light Fixtures will be installed in accordance with City requirements, specifications and all applicable development and building codes, within the area(s) depicted on Exhibit B. City will allow Sting use of certain City-owned inventory light poles and fixtures for athletic field lighting on the Property, provided they are found, in a written opinion issued by a registered structural engineer, to be structurally sound and free of defect. Sting, at its sole expense, shall be responsible for such engineering services and structural determination. Once installed and accepted by City, the Light Fixtures shall become the property of City and shall be owned and operated solely by City.

4.02 Concession and Restroom Facility. No later than one year after the Effective Date, Sting shall commence construction, at its sole expense, a minimum 1,700 square foot fully functioning concession and restroom facility, including all required and pertinent fixtures and utilities (collectively the “Facility”), that is architecturally and functionally consistent with the existing concession and restroom facility erected as part of the Phase I construction on The Parks at Texas Star Sports Complex. The Director of Parks and Community Services shall review and approve the plans of the proposed Facility prior to submission to City for building permit review and issuance. No later than six months after the commencement of construction, with City approved allowances provided for actual inclement weather, Sting shall have completed Facility. Facility must be constructed and installed in accordance with City requirements, specifications and all applicable development and building codes, in the area depicted on Exhibit B. Once

completed and accepted by City, the Facility shall become the property of City and shall be owned and operated solely by City.

4.03 City Approved Facility Improvements. Sting may choose to construct, at its sole expense, additional facility improvements as requested and approved by the City (the “Facility Improvements”). All such Facility Improvements shall be installed in accordance with City requirements, specifications and all applicable development and building codes. Upon completion and acceptance by City, all Facility Improvements shall become the property of City and shall be owned and operated solely by City.

4.04 Bonds. Before beginning any construction for the Facility, Light Fixtures, or City approved Facility Improvements, Sting, or its contractors, shall first provide to City two originals of the following, in forms acceptable to City:

- a) A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total cost of the improvements, guaranteeing the full and faithful execution of the work and performance of terms under this Agreement and for the protection of City against any improper construction of the work or the use of inferior materials. The Performance Bond for the Facility shall guarantee completion of the improvements within six months of commencement of construction. The Performance Bonds for the Light Fixtures and City approved Facility Improvements shall guarantee completion of the improvements within one year of commencement of construction.
- b) A good and sufficient Payment Bond in an amount equal to one hundred percent (100%) of the total cost of the improvements, guaranteeing payment for all labor, materials and equipment used in the construction of the facilities.
- c) A good and sufficient Maintenance Bond in an amount equal to one hundred percent (100%) of the total cost of the improvements, guaranteeing the improvements free from defects and covering all repairs for a period of two years from the date of acceptance by City.

4.05 Liens. Sting agrees that it shall not undertake any act which will cause a lien to be filed against the Property, and Sting acknowledges that it has no power to encumber or cloud City's title. Sting further agrees that if, because of any act or omission of Sting, any mechanics lien or other lien, charge, or order for the payment of money shall be filed against any portion of the Property, or upon the right, title, and interest of Sting created by this Agreement, Sting shall, at its own cost and expense, cause the same to be discharged of record or bonded within fifteen (15) days after written notice by City to Sting of the filing thereof. **STING HEREBY AGREES TO INDEMNIFY AND HOLD CITY HARMLESS AGAINST AND FROM ALL COSTS, LIABILITIES, SUITS, PENALTIES, CLAIMS, AND DEMANDS RESULTING FROM THE FILING OF ANY SUCH LIEN.**

4.06 City Construction and Maintenance. The City agrees to construct or provide the following to the Property:

- a) Electrical service for the Facility and Light Fixtures, Monday through Friday between the hours of 5:00 p.m. and 10:00 p.m.as needed;
- b) All required underground utilities necessary for Sting's construction of the Facility;
- c) Regular turf, grounds, irrigation and facility maintenance on the Property.

4.07 Sting Maintenance and Equipment. Sting will provide, at its sole expense, all equipment necessary to conduct soccer practices and/or soccer training activities for Sting, including but not limited to goals, netting, balls, bleachers and player benches, and will keep all of said equipment in good repair throughout the term of this Agreement. Sting will remove all of its equipment from the Property no later than 30 days after termination of this Agreement. Sting further agrees, not including the City's obligations under section 4.06 of this Agreement, to always maintain and leave the Property in a condition equal or better than that existing prior to the Effective Date.

ARTICLE V. TERMINATION

5.01 Termination.

a) For Convenience. The City may terminate this Agreement at any time for any reason upon giving 30 days advanced written notice to Sting, and within 30 days after termination, City will refund to Sting a prorated amount of prepaid rental fees, including unused Rental Credits.

b) For Cause. Notwithstanding subsection (a), if Sting fails to fulfill any obligation under this Agreement, Sting shall be considered to be in default. If Sting fails to cure such default within thirty (30) days after written notice and request to cure from City, City may terminate this Agreement. In the event of an uncured default by Sting and termination by City, Sting will not be entitled to a refund of prorated prepaid rental fees, including any unused Rental Credits.

ARTICLE VI. NATURE OF RELATIONSHIP

6.01 Landlord/Tenant Relationship. City and Sting agree that the nature of the relationship between them is one of landlord and tenant, and no other. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or that of partnership, joint venture or of any association between City and Sting, and any intention to create a joint venture or partnership relationship between the Parties is hereby expressly disclaimed. No provision contained in this Agreement, or any acts of the Parties shall be deemed

to create any relationship between the Parties, other than the relationship of landlord and tenant. Sting and its assignees or subtenants shall maintain exclusive control, direction and management of their employees, and City shall have no rights with respect thereto, except for City's right to enforce covenants of Sting as set forth in this Agreement.

ARTICLE VII. ASSIGNMENT AND SUBLEASE

7.01 Assignment. Sting may not assign this Agreement or any portion thereof, except with the written consent of City, nor may Sting assign, transfer or delegate to any person Sting's rights or duties with respect to the Property unless it obtains City's written consent. In order to sublease any portion of the Property, Sting must have express written permission from City.

ARTICLE VIII. INSURANCE

8.01 Sting covenants and agrees that during the Initial Term and any Renewal Term of this Agreement, Sting will furnish to City, at Sting's sole cost and expense, a certificate of insurance as proof that it has secured and paid for a policy providing general liability insurance covering all risks related to the construction, use, maintenance, existence or condition of the Property. The amounts of such insurance shall not be less than \$1,000,000.00 for personal injury or death, each occurrence.

8.02 City shall be named as an additional insured under the above-described policies, and each such policy shall contain endorsements waiving subrogation rights against City and providing that such policies may not be cancelled unless City is provided with written notice of such intent to cancel at least thirty (30) days prior to any such cancellation. Each such insurance policy shall be procured from a company authorized to do business in the State of Texas and shall be satisfactory to City. Sting shall provide evidence satisfactory to City that such coverage has been procured and is being maintained at all times during the Initial Term and during any Renewal Term.

ARTICLE IX. INDEMNIFICATION

9.01 STING SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS CITY AND ANY OFFICER, AGENT, EMPLOYEE, OR OFFICIAL OF THE CITY (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST ANY AND ALL LIABILITY, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY ACT OR OMISSION OF STING, ITS PERSONNEL, EMPLOYEES, MEMBERS, PLAYERS, PARTICIPANTS, COACHES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, RESULTING IN PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE OR DEATH TO ANY PERSON OR DAMAGE TO, LOSS OF OR DESTRUCTION OF TANGIBLE OR INTANGIBLE PROPERTY, LIBEL, SLANDER, INVASION OF PRIVACY AND UNAUTHORIZED USE OF ANY TRADEMARK, TRADE NAME, COPYRIGHT, PATENT, SERVICE MARK OR ANY OTHER RIGHT

OF ANY PERSON, FIRM OR CORPORATION, WHICH MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH STINGS'S CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, USE OR CONDITION OF THE PROPERTY OR STINGS'S IMPROVEMENTS CONSTRUCTED THEREON OR STING'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.

**ARTICLE X.
TAXES**

10.01 Taxes. If the Tarrant Appraisal District determines that the Property is taxable as a result of this Agreement, Sting agrees that it will be liable for, and promptly pay, any such taxes due after the Effective Date.

**ARTICLE XI.
GENERAL PROVISIONS**

11.01 Notices. All rent shall be paid or mailed to City at the address set forth below, and all notices required herein shall be sent to the respective Parties by certified mail, return receipt requested, at the following addresses:

To City: City of Euless
Attention: City Manager's Office
201 N. Ector Dr.
Euless, Texas 76039

To Sting: Sting Soccer Group
Attn: Brent Coralli, Principal, Executive Officer
2701 Custer Pkwy, Suite 707
Richardson, Texas 75080

11.02 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

11.03 Interpretation and Place of Performance. This Agreement shall be enforceable and construed under the substantive laws of the State of Texas, shall be performed in Tarrant County, Texas, and venue for any action brought to interpret or enforce this Agreement shall lie in Tarrant County, Texas.

11.04 Partial Invalidity. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11.05 Force Majeure. In the event that either Party is delayed, hindered, or prevented from performing any action required herein, either Party shall not be liable or responsible if the delay is due to strike, riot, act of God, shortage of labor or materials, war, governmental laws,

regulations, or other restrictions or any other causes of any kind which are beyond the reasonable control of either Party, and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

11.06 Amendment. This Agreement may not be altered, waived, or otherwise modified, except where done in writing, and signed by the Parties.

11.07 Registration and Registration Confirmation. Throughout the term of this Agreement, Sting shall register all individual participants using the Property under the terms of this Agreement with the local soccer association (Member Association) of the North Texas State Soccer Association. At the completion of each registration period, Sting shall provide to City complete records indicating number of participants registered and all fees paid for registration.

11.08 Joint and Several Liability. The obligations imposed upon Sting in this Agreement shall be joint and several obligations of Sting Soccer Group, L.P. and Texas Titans FC, L.L.C.

EXECUTED this ____ day of _____, 2011.

CITY:

CITY OF EULESS, TEXAS

By:

Gary L. McKamie, City Manager

Attest:

City Secretary

STING:

STING SOCCER GROUP, L.P.,
a Texas limited partnership:

By: Sting Sports Group, LLC,
its General Partner

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

TEXAS TITANS FC, L.L.C.,
a Texas limited liability company

By: Coralli Family Limited Partnership, Ltd.,
a Texas limited partnership

By: Coralli Co., L.L.C.,
a Texas limited liability company.
its General Partner

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT A



EXHIBIT B

