

ARTICLE 11.
OFF-SITE PARKING LOTS

Section 11.01. Operation of and Access to Parking Lots.

(a) During the Term, Landlord shall cause the Parking Lots to be open to the general public no less than two (2) hours prior to the scheduled starting time of each Tenant Event and remain open until at least one hour after the end of each Tenant Event (such period is hereinafter referred to as an "Access Period").

(b) (i) Landlord shall use reasonable efforts to cause the Parking Lots to be managed such that there is a sufficient number of parking spaces available in the Parking Lots for persons arriving by car to attend Tenant Events. As part of such efforts, in addition to the regular parking fee that each Early Vehicle is charged by Landlord or its licensees for the right to enter a Parking Lot prior to an Access Period, Landlord shall charge, or shall cause its licensees to charge, each Early Vehicle an additional parking fee for the right to remain in the Parking Lot during the Access Period. The method by which such additional parking fee shall be charged shall be determined by Landlord in consultation with Tenant.

(ii) In the event that, at any time during the Term, Tenant demonstrates to Landlord's reasonable satisfaction that, at five (5) or more Tenant Events, the number of parking spaces available in the Parking Lots has been insufficient to accommodate the persons arriving by car at such Tenant Events, Landlord shall be obligated to take additional measures to make more parking spaces available to persons arriving by car at Tenant Events such as, e.g., by increasing the additional parking fee referred to in subparagraph (i) above and/or making additional parking spaces within or outside the Parking Lots (but within reasonable proximity to the Premises) available for use in connection with Tenant Events. Any determination of the nature and scope of the additional measures that Landlord shall be obligated to take pursuant to this subparagraph shall take into account the magnitude and frequency of the anticipated deficiency in parking spaces, and the cost of procuring additional spaces.

(c) The Parking Lots shall be operated and controlled by Landlord or its licensees. Without limiting the foregoing, Landlord agrees to review with Tenant the performance of the Parking Lot operators from time to time and on an annual basis. If the performance of any operator during Tenant Events is not reasonably satisfactory to Tenant, Landlord shall use reasonable efforts to cause the relevant operators to improve their performance and/or to engage a different operator for the operation of the Parking Lots during Tenant Events.

(d) Landlord shall be responsible for ensuring that, during each Access Period, a reasonably sufficient number of parking attendants are present to operate the Parking Lots, that there is appropriate lighting and security in the Parking Lots, and that the Parking Lots are appropriately cleaned and maintained.

(e) Landlord shall be entitled to suspend or discontinue the use of the Parking Lots or any portion thereof, identified in Exhibit E provided that Landlord shall use reasonable efforts to maintain the same number of parking spaces in the Parking Lots as existed prior to such suspension and/or discontinuance, and if Landlord is unable to do so, Landlord shall replace the lost parking spaces with the same number of new parking spaces in parking lots that are in reasonable proximity to the Stadium, and makes such new parking spaces available on the same terms and conditions as set forth in this Article. In the event that Landlord intends to suspend or discontinue the use of the Parking Lots or any portion thereof, Landlord shall promptly notify Tenant thereof, and of Landlord's plans to replace the lost parking spaces with spaces in and/or in reasonable proximity to the Parking Lots.

Section 11.02. Landlord's Right to Charge Fees to Park in Parking Lots. Except as otherwise provided in Sections 11.03 and 11.04, Tenant acknowledges that Landlord may charge and/or authorize its licensees to charge fees for the right to enter and use the Parking Lots, and Landlord and its licensees shall be entitled to collect, receive and retain all revenues derived from the operation of the Parking Lots.

Section 11.03. Parking Fees at Parking Lots During Access Periods. The parking fee at the Parking Lots during Access Periods shall be determined by Tenant, in its reasonable discretion, taking into account the cost of parking at similar events in the New York metropolitan area.

Section 11.04. Parking Revenues Payable to Tenant.

(a) Landlord shall pay to Tenant an amount equal to one hundred percent (100%) of the portion of Landlord's Net Parking Lot Income derived from Qualifying Vehicles (such amount is hereinafter referred to as "Tenant's Parking Share").

(b) Definitions.

(i) "Qualifying Vehicles" means all vehicles that enter into or remain at any Parking Lot on the day of a Tenant Event at the Premises at any time between two (2) hours prior to and one (1) hour after the scheduled starting time of such Event, other than City vehicles on official business. Notwithstanding the foregoing, with respect to any Tenant Event (other than a Team Home Game) having a scheduled starting time prior to 4:00 p.m. on a weekend, the number of Qualifying Vehicles may not exceed one-fourth (1/4) of the sum of the Actual Attendance at such Tenant Event and the number of holders of Complimentary Tickets and holders of Recreation Area Tickets who attended such Tenant Event. (In

connection with the foregoing, promptly following any such Tenant Event, Tenant shall provide Landlord with an Attendance Report therefor).

- (ii) "Landlord's Net Parking Lot Income" means Landlord's gross income from or attributable to Qualifying Vehicles less Landlord's direct operating expenses incurred and fees claimed pursuant to any Parking Lot license agreement which expenses and fees are reasonably attributable to Qualifying Vehicles.
- (iii) "Early Vehicles" means all vehicles that enter any Parking Lot on the day of a Team Event more than two (2) hours prior to the scheduled starting time of such Event, other than City vehicles on official business.

(c) To enable Landlord to determine what portion of its Parking Lot revenues are from or attributable to Qualifying Vehicles, Landlord shall record and/or shall cause its licensees to record the number of Qualifying Vehicles in respect of each Team Event.

(d) For each Lease Year, Landlord shall pay to Tenant (w) on or before April 30, the amount of Tenant's Parking Share actually received by Landlord in respect of the preceding period of January 1 to March 31, (x) on or before July 31, the amount of Tenant's Parking Share actually received by Landlord in respect of the preceding period of April 1 to June 30, (y) on or before October 31, the amount of Tenant's Parking Share received by Landlord in respect of the preceding period of July 1 to September 30, and (z) on or before January 31, the amount of Tenant's Parking Share received by Landlord in respect of the preceding period of October 1 to December 31.

Section 11.05. Tenant's Exclusive Parking Area within the Parking Lots. Notwithstanding anything to the contrary in this Article 11, Landlord shall grant to Tenant or cause Tenant to be granted a license to use, at all times during the Term, free of charge, the twelve (12) parking spaces in the Parking Lots that are depicted on Exhibit E, provided that such parking spaces may only be used by Tenant and the Team and their respective owners, directors, officials, employees, agents, contractors and invitees in connection with the management and operation of the Premises, Tenant and/or the Team.