

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF BUNCOMBE

THIS AGREEMENT is entered into this 23rd day of July, 2008, by and between the City of Asheville (herein "City"); and Mission Hospitals, Inc. (herein "Mission").

WITNESSETH:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Scope. The City hereby agrees to allow Mission the use of the Memorial Stadium parking lot, which is located on Buchanan Street in Asheville (herein "Parking Lot"), as outlined on Exhibit "A" attached hereto, for overflow parking in the event of a significant media event, emergency or disaster affecting Mission (herein "Emergency").
2. Term. The term of this Agreement shall begin April 1, 2008 and end March 31, 2013 (herein "Initial Term"). Upon written approval from the City, Mission may extend the term of the Agreement for one (1) three-year renewal term by providing the City with written notice of intent to renew at least sixty (60) days prior to the expiration of the Initial Term.
3. Sum. Mission shall pay to the City the total sum of One Dollar and No/100 (\$1.00). Said total sum shall be subject to additions or deductions, if any, by written amendments to this Agreement signed by both parties.
4. Insurance and Indemnification. Mission shall furnish to the City a certificate of insurance for general liability insurance, with the City named as an additional insured. In the event of cancellation, substantial changes or nonrenewal, Mission and its insurance carrier shall give the City at least thirty (30) days prior written notice. Mission shall indemnify and hold harmless the City from and against any and all liability for personal injury and property damage arising out of or resulting from the negligent acts or omissions of Mission, its employees, agents and assigns; as well as those individuals and entities that Mission directs to park in the Parking Lot in the performance of this Agreement.
5. Amendments. This Agreement constitutes the entire agreement between the City and Mission. Any prior oral or written agreement not embodied herein shall not be binding upon any of the parties. This Agreement may be amended, supplemented or modified only by duly executed written instruments.
6. Compliance with Laws/Governing Law. Mission shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.
7. General Conditions.
 - a. In the event of an Emergency requiring Mission's use of the Parking Lot, Mission shall contact the following designated contacts for the City at the listed numbers in the order listed below for permission to use the Parking Lot:

- | | |
|--|---|
| 1. Mark Halstead
City of Asheville
Athletic Director
Office Phone: 251-4024
Cell Phone: 777-1367 | 2. TBA
City of Asheville
Superintendent of Recreation
Office Phone: 259-5809
Cell Phone: 552-9350 |
| 3. Debbie Ivester
City of Asheville
Assistant Director
Office Phone: 259-5804
Cell Phone: 280-6387 | 4. Roderick Simmons
City of Asheville
Director
Office Phone: 259-5808
Cell Phone: 712-8936 |

- b. The City shall inform the contact(s) for Mission at the numbers listed below as soon as possible, but, in any event, within two (2) hours of receiving Mission's request for use of the Parking Lot, whether Mission is permitted to use the Parking Lot in connection with the Emergency. Upon the City's approval, Mission shall use the minimum area of the Parking Lot, for the minimum amount of time, reasonably necessary for Mission to meet its emergency-related needs. Mission's contact(s) listed below shall remain in communication with the City contacts listed above throughout the Emergency to keep the City apprised of events, occurrences and time factors during Mission's use of the Parking Lot.

Merrell Gregory
Mission Hospitals Community Relations
Office: 213-4806
Cell: 778-9040

Carol Donnelly
Mission Hospitals Community Relations
Office: 213-4810
Cell: 778-0141

- c. Mission shall not have permission to use the Parking Lot until Mission receives approval from the City. Mission shall not have permission to use the Parking Lot if Mission's use of said Parking Lot would interfere with the Asheville Tourist Baseball Club, Inc.'s use, pursuant to the lease agreement between the City and the Asheville Tourist Baseball Club, Inc.

In the event the City requests the use of the Parking Lot at any time throughout the duration of the Emergency, Mission shall clear the Parking Lot of vehicles it directed to park in said Parking Lot within a reasonable time frame after receiving notice from the City.

- d. Mission shall make arrangements similar to this Agreement with other individuals and entities having parking lots that may be used for overflow parking, in the event that the Parking Lot cannot be used on one or more occasions.
- e. In the event of the emergency, Mission shall provide signs, barricades, and warning devices to ensure safe passage for both vehicular and pedestrian traffic at all times.
- f. Mission shall be responsible for full restoration of any damages and/or costs to the Parking Lot (including but not limited to damage to asphalt, curbs, and landscaping) incidental to Mission's use of the Parking Lot.

8. **Termination.** Either party may terminate this Agreement at any time upon providing at least ten (10) days advance, written notice of termination to the other party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

MISSION HOSPITALS, INC.

CITY OF ASHEVILLE

By: *Karen Meyer*

By: *[Signature]*
Director of Parks and Recreation

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, *Zella Holt*, Notary Public of the County and State aforesaid certify that *Kathleen Guyette* personally came before me this day and acknowledged that he/she is the *VP and CNO* of Mission Hospitals, Inc., a North Carolina Corporation, and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this *23rd* day of *July*, 2008.

Zella Holt
Notary Public
My commission expires: *June 3, 2012*

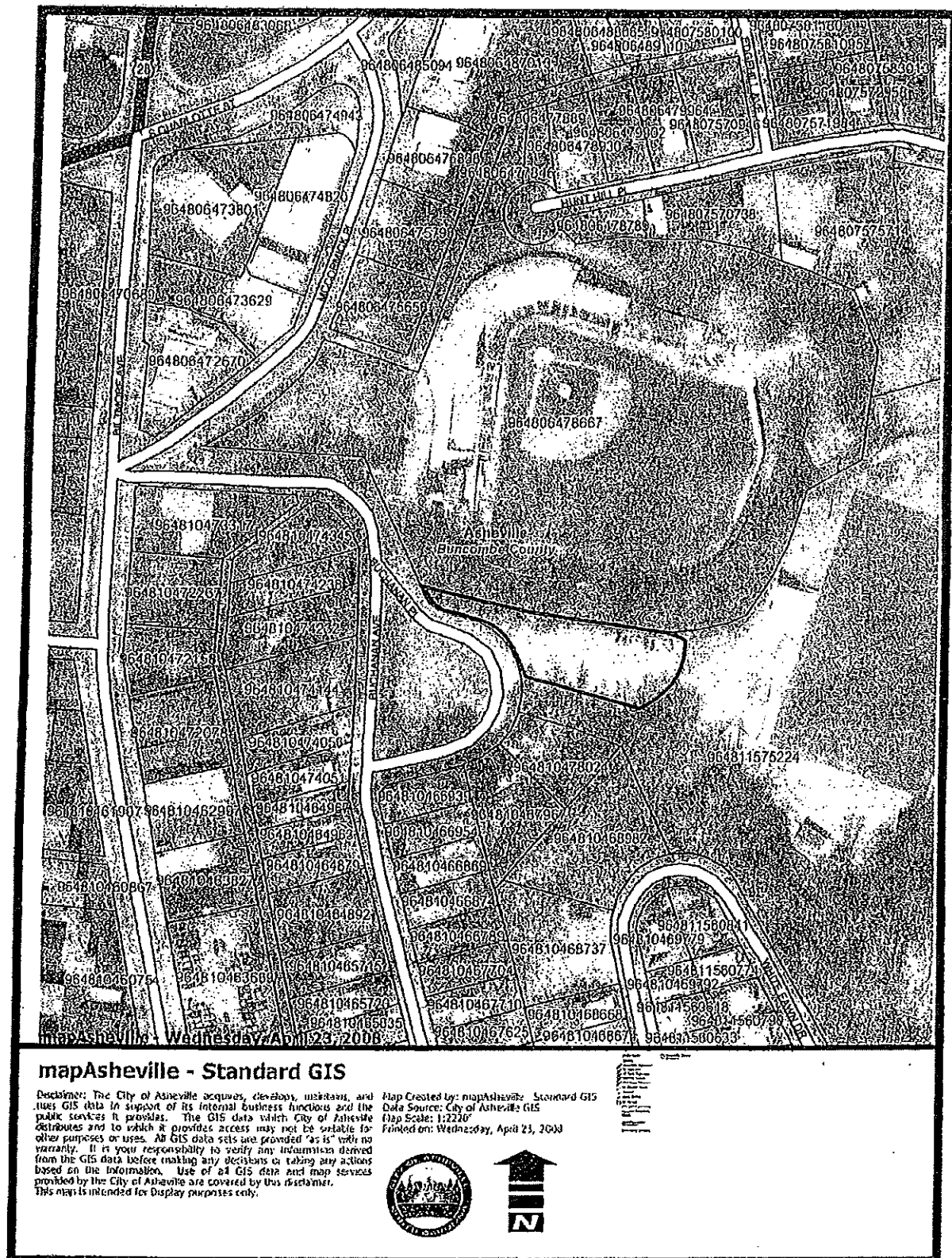
STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, Notary Public of the County and State aforesaid certify that _____ personally came before me this day and acknowledged that he/she is the _____ of the City of Asheville, a municipal corporation, and acknowledged, on behalf of the City of Asheville, the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this ____ day of _____, 2008.

Notary Public
My commission expires: _____

Exhibit "A"



ASSIGNMENT AND ASSUMPTION OF CONCESSION AGREEMENT

This Assignment and Assumption of Concession Agreement (this "Assignment Agreement") is made effective as of _____, 2010, by and between Palace Baseball, L.L.C., a North Carolina limited liability company ("Seller") and Dewine Seeds-Silver Dollar Baseball, LLC, a North Carolina limited liability company ("Purchaser"), and for purposes of Sections 3 and 4 only, Service America Corporation, a Delaware corporation d/b/a Centerplate ("Centerplate"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

Recitals

A. This Assignment Agreement is executed pursuant to the Asset Purchase Agreement dated as of the same date hereof (the "Purchase Agreement") by and between Seller and Purchaser.

B. Seller and Centerplate are parties to that certain Concession Agreement dated March 1, 2006 (the "Concession Agreement").

C. Pursuant to the Concession Agreement, Purchaser must obtain the written consent of the Centerplate to any assignment of the Concession Agreement.

Agreement

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser do hereby agree as follows:

1. In accordance with and subject to the terms and conditions of the Purchase Agreement, Seller hereby conveys, transfers and assigns to Purchaser any and all right, title and interest and benefits under the Concession Agreement.

2. In accordance with and subject to the terms and conditions of the Purchase Agreement, Purchaser hereby assumes and agrees to perform all of the duties, liabilities and obligations under the Concession Agreement.

3. Centerplate hereby consents to the assignment of the Concession Agreement by Seller to Purchaser effective as of the closing of the transactions contemplated by the Purchase Agreement.

4. The execution and delivery of this Assignment Agreement by Seller, Purchaser and Centerplate has been duly authorized by Centerplate and the members of Seller and Purchaser, and, when executed and delivered, constitutes the valid and binding agreement of such party executing same, enforceable in accordance with its terms.

5. This Assignment Agreement shall be binding solely upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.

Execution Version

6. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy and all of which together will constitute one and the same instrument.

7. This Agreement shall be governed by and construed in accordance with the Laws of the State of North Carolina, without regard to the choice or conflicts of law principles of such state.

8. No amendment or modification of this Assignment Agreement shall be effective unless it is set forth in writing and signed by each of the parties hereto.

9. If any term or provision of this Assignment Agreement is invalid, illegal or incapable of being enforced by Law or public policy, all other terms and provisions of this Assignment Agreement shall nevertheless remain in full force and effect so long as the legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

[Signature Page Follows]

Execution Version

IN WITNESS WHEREOF, the parties have each caused this Assignment and Assumption of Concession Agreement to be executed as of the date stated in the preamble.

**DEWINE SEEDS-SILVER DOLLAR
BASEBALL, LLC**

By: R. Dewine
Name: Brian Dewine
Title: Manager

PALACE BASEBALL, L.L.C.

By: Susan V. Greenfield
Name: Susan V. Greenfield
Title: Sr. Vice President

For purposes of Section 3 only

**SERVICE AMERICA CORPORATION d/b/a
Centerplate**

By: _____
Name: _____
Title: _____

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (this "Assignment") is made effective as of _____, 2010, by and between Palace Baseball, L.L.C., a North Carolina limited liability company ("Seller") and Dewine Seeds-Silver Dollar Baseball, LLC, a North Carolina limited liability company ("Purchaser"), and for purposes of Sections 3 and 4 only, the City of Asheville, a body politic and corporate, duly existing under the law of the State of North Carolina ("Lessor"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

Recitals

A. This Assignment is executed pursuant to the Asset Purchase Agreement dated as of the same date hereof (the "Purchase Agreement") by and between Seller and Purchaser.

B. Seller is lessee under that certain lease dated July 1, 2005 (the "Lease") with Lessor, as assigned by Asheville Tourists Baseball Inc. to Seller pursuant to an Assignment of Lease dated October 7, 2005.

C. Pursuant to the Lease, Purchaser must obtain the written consent of the Lessor to any assignment or sublet of the Lease.

Agreement

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser do hereby agree as follows:

1. In accordance with and subject to the terms and conditions of the Purchase Agreement, Seller hereby conveys, transfers and assigns to Purchaser any and all right title and interest in, under and to the Lease.

2. In accordance with and subject to the terms and conditions of the Purchase Agreement, Purchaser hereby assumes and agrees to perform all of the duties, liabilities and obligations under the Lease.

3. Lessor hereby consents to the assignment of the Lease by Seller to Purchaser effective as of the closing of the transactions contemplated by the Purchase Agreement.

4. The execution and delivery of this Agreement by Seller, Purchaser and Lessor has been duly authorized by the members of Seller and Purchaser, and the City Council of Lessor, and, when executed and delivered, constitutes the valid and binding agreement of such party executing same, enforceable in accordance with its terms.

5. This Assignment shall be binding solely upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.

Execution Version

6. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original copy and all of which together will constitute one and the same instrument.

7. This Agreement shall be governed by and construed in accordance with the Laws of the State of North Carolina, without regard to the choice or conflicts of law principles of such state.

8. No amendment or modification of this Assignment shall be effective unless it is set forth in writing and signed by each of the parties hereto.

9. If any term or provision of this Assignment is invalid, illegal or incapable of being enforced by Law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

[Signature Page Follows]

Execution Version

IN WITNESS WHEREOF, the parties have each caused this Assignment of Lease to be executed as of the date stated in the preamble.



My Comm Expires Jan. 23, 2011

**DEWINE SEEDS-SILVER DOLLAR
BASEBALL, LLC**

By: Brian Dewine
Name: Brian Dewine
Title: Manager

PALACE BASEBALL, L.L.C.

By: _____
Name: _____
Title: _____

For purposes of Section 3 only

CITY OF ASHEVILLE

By: _____
Name: _____
Title: _____

Execution Version

IN WITNESS WHEREOF, the parties have each caused this Assignment of Lease to be executed as of the date stated in the preamble.

DEWINE SEEDS-SILVER DOLLAR
BASEBALL, LLC

By: _____
Name: _____
Title: _____

PALACE BASEBALL, L.L.C.

By: [Signature]
Name: Susan L. Greenfield
Title: Sr. Vice President

For purposes of Section 3 only

CITY OF ASHEVILLE

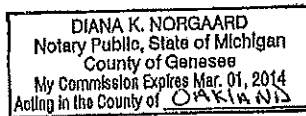
By: _____
Name: _____
Title: _____

Execution Version

STATE OF MICHIGAN, OAKLAND COUNTY, SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Palace Baseball, L.L.C., by _____, its _____, who acknowledged that _____ did sign the foregoing instrument and that same is free act and deed of personally and as such _____

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 14th day of December 2009.



Diana K. Norgaard

STATE OF OHIO, COUNTY, SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named _____, by _____, its _____, who acknowledged that _____ did sign the foregoing instrument and that same is free act and deed of personally and as such _____

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2009.

STATE OF NORTH CAROLINA, COUNTY, SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named City of Asheville, by _____, its _____, who acknowledged that _____ did sign the foregoing instrument and that same is free act and deed of personally and as such _____

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2009.

Execution Version

STATE OF NORTH CAROLINA,

COUNTY, SS:

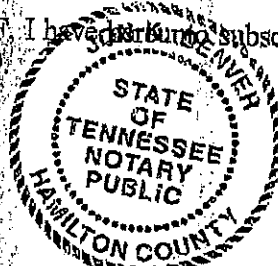
BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Palace Baseball, L.L.C., by _____, its _____, who acknowledged that _____ did sign the foregoing instrument and that same is _____ free act and deed of _____ personally and as such _____

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2009.

STATE OF TENNESSEE, HAMILTON COUNTY, SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named DeWine Seeds-Silver Dollar Baseball, LLC, by Brian J. DeWine, its Managing Member, who acknowledged that he did sign the foregoing instrument and that same is his free act and deed of him personally and as such Managing Member.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 16 day of December, 2009.



Jon K. Denver

1-23-2013

STATE OF NORTH CAROLINA,

COUNTY, SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named City of Asheville, by _____, its _____, who acknowledged that _____ did sign the foregoing instrument and that same is _____ free act and deed of _____ personally and as such _____

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2009.

McCormick Field Parking Lot



