

LEASE AGREEMENT

This **LEASE AGREEMENT** (the “Agreement”) is between the **CITY OF HAMPTON, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the “Landlord” or the “City”), and **COMMUNITY BASEBALL, LLC**, a limited liability company organized in the Commonwealth of Virginia (the “Tenant”), with its principal office located at 1889 W. Pembroke Avenue, Hampton, VA 23661, (the City and the Tenant collectively referred to as the “Parties”).

WITNESSETH:

In consideration of the terms, conditions, covenants, promises, and agreements herein made, the Parties agree as follows:

1. Leased Premises: The City shall lease and the Tenant shall rent the property commonly known as War Memorial Stadium, located at 1889 W. Pembroke Ave., Hampton, Virginia, as identified in the City’s land records as LRSN 1003153, and as further shown on Exhibit A, which is attached hereto and incorporated herein (the “Leased Premises”). Such Leased Premises shall include all accessory building, structures, and parking lot areas.
2. Term: The term of this Agreement shall be for a period of five (5) years commencing on _____, 2026 at 12:00 a.m. EST and ending _____, 2031 at 11:59 p.m. EST (the “Term”).
3. Rent: The Tenant shall pay annual rent in the amount of \$1.00, due and payable, without demand, no later than December 31 of each Term year.
4. Uses – Athletic Activities: The Leased Premises shall be used by the Tenant primarily for practices, games, and baseball-related activities of the Peninsula Pilots.

The Tenant shall, as a condition of this Agreement, make a good faith effort to negotiate with Huntington Ingalls Incorporated (HII) regarding the use of the Leased Premises by the Newport News Shipbuilding, a division of HII, Apprentice School’s baseball team for its spring and fall seasons. Tenant shall not decline to enter into an agreement with HII for the Apprentice School’s use without prior written consent from the City

The Tenant shall allow the Peninsula District high schools to continue to hold their annual district baseball tournament at the Leased Premises, subject to the Peninsula District’s desire to do so.

Subject to the prior approval of the City, through its Department of Parks, Recreation and Leisure Services (the “Department”) and the War Memorial Stadium Advisory Board (the “Board”), the Tenant may allow the use of the Leased Premises, and charge a rental fee, for non-baseball athletic activities. The Department and the Board may approve such non-baseball athletic activities by category of use (for example, kickball or softball) instead of needing to approve by specific user or event.

The Tenant agrees not to use the Leased Premises for any purposes other than as specifically mentioned herein, and the Tenant agrees not to use the Leased Premises for any unlawful purpose.

5. Uses – Non-Athletic Activities: Subject to the prior approval of the Department and the Board, the Tenant may allow the use of the Leased Premises, and charge a rental fee, non-athletic activities and events. The Tenant shall submit such requests for non-baseball athletic activities and non-athletic activities to the Department and the Board in writing at least ninety (90) days prior to the desired date of use. If approved, the Tenant shall be responsible for all necessary permits, including a City Outdoor Special Event Permit pursuant to Hampton City Code Chapter 2, Article XIII, if required.

Notwithstanding the above, the Tenant may allow use of the meeting space/room located on the second floor of the pavilion building to third party users without the prior approval of the Department and the Board but, shall provide notification to the Department and the Board regarding use of the space, the renting organization/group, and any feedback regarding the space that is provided by the renting organization/group. This paragraph shall only apply if the meeting space/room is the only portion of the Leased Premises that will be used by the renting organization/group. Use of anything beyond this meeting space/room by the renting organization/group shall be governed by the preceding paragraph.

6. Uses – City. The City reserves the right to utilize the Leased Premises for its use, subject to availability and in coordination with the Tenant's scheduled use of the Leased Premises. The City shall not be charged any use or rental fees for the use of the Leased Premises and shall not be required to enter into a written agreement or contract, as described in Section 7.
7. Third Party User Agreements: Any use of the Leased Premises by outside parties, including the Apprentice School, shall be subject to a written agreement or contract between the third party and the Tenant. The Tenant shall provide copies of any such agreements to the City upon its request. The Tenant is permitted to charge reasonable rental fees to third party users but shall at all times maintain oversight of the Leased Premises and such third-party usage shall in no way negate any of the Tenant's obligations under this Agreement.
8. Taxes and Fees: The Tenant shall be responsible for the prompt payment of all real estate, sales, use, excise, and other taxes and fees, and shall comply with all law required by any government authority in connection the Tenant's use of the Leased Premises and shall obtain, at its own expense, all permits and licenses required by law in connection with its use of the Leased Premises.
9. Utilities, Telephone, Cable, etc.: The Tenant shall be responsible for all utilities and similar services including water, gas, electricity, trash removal, telephone, cable services, internet, and any other similar service deemed necessary for its use of the Leased Premises pursuant to the terms and conditions of this Agreement.
10. Tenant Responsibilities: The Tenant shall be responsible for all tasks, including materials, equipment and labor, associated with the day-to-day operation and routine maintenance of the Leased Premises such that the Leased Premises are kept clean, sanitary, safe and free from deterioration, reasonable wear and tear excepted. These tasks shall include, but not limited to, the following:
 - a. Routine maintenance, repair, refurbishment, replacement and minor alterations including, but not limited to, small repairs to walls, floor and ceilings, seating, field lighting systems, plumbing systems (including field irrigation systems), and similar systems on the Leased Premises; changing of filters and lightbulbs; general painting in areas such as offices, press areas, concession stands, and merchandise sales areas; and small plumbing jobs such as clearing clogged sinks and toilets.

- b. General cleaning of all areas of Leased Premises including, but not limited to, windows, seats, picnic areas concession stands, office spaces, locker rooms, bathrooms, and all other spaces in the Leased Premises.
- c. Supplying and maintaining all fixtures, furniture, and equipment throughout Leased Premises; including, but not limited to, baseball equipment and furniture for games, office equipment and supplies, furnishing, equipment, and items needed for concession areas, merchandise sales areas, locker rooms, press areas, and picnic areas.
- d. General grounds maintenance and other field maintenance, services, and equipment as are appropriate to maintain the grounds, including the parking lots, in good repair and condition and the field as a quality baseball playing surface including, but not limited to, preparing and lining the playing surface, maintaining bases and home plates in good condition, maintaining pitcher's mount at appropriate height and pitcher rubber in good condition, and maintaining dugouts in good and usable condition. Notwithstanding the foregoing Section 10(d), the Tenant may request and the Board may recommend that the City utilize a portion of the Annual Operating Budget, described in Section 12, to cover fifty percent (50%) of the annual outfield turf maintenance cost.

If the Tenant fails to perform these responsibilities and after written notice from the City and such failure continues beyond the opportunity to cure, as provided in Section 31, the City may, but shall not be obligated to, enter up on the Leased Premises and perform the failed responsibilities of the Tenant. The Tenant shall, upon demand, reimburse the City for its actual costs incurred for such performance.

11. City Responsibilities: The City shall be responsible for major maintenance and repairs of the major systems and structures of the Leased Premises including, but not limited to, the non-routine maintenance, repair, refurbishment, replacement, and minor alterations reasonably necessary to maintain the Leased Premises in good repair and condition including, but not limited to, the roof, pipes and conduits, electrical, plumbing (including field irrigation systems), field lighting systems, heating and air conditioning systems, elevators, fire suppression systems, stadium seating, and parking lots. The City shall not be responsible to the Tenant or any user of the Leased Premises for any claims for damages in the event that electrical or mechanical failures prohibit the use of the Leased Premises or any portion thereof.

Notwithstanding the foregoing, the City shall not be responsible for such major maintenance and repair, as described above, if the need for such work was in any way caused by the act, neglect, fault, or omission of any obligation by the Tenant, its agents, contractors, and invitees.

12. Annual Operating Budget: Subject to approval and appropriation by the governing body of the City, the City agrees to provide funds for certain ongoing maintenance and routine projects, such as monitoring and inspection of the elevator, fire alarm, and fire extinguishers, and major repairs, replacements, and upgrades to the electrical, mechanical, and plumbing systems on the Leased Premises. The Board, in coordination with the Tenant, shall develop a list of such ongoing maintenance and prioritized routine projects, including an estimated cost, for submission to the Department no later than March 1 of each Term year for consideration of funding and completion in the Tenant's off-season of that Term year.

13. Capital Improvement Projects: Subject to approval and appropriation by the governing body of the City, the City agrees to provide funds for capital improvement projects, such as renovating structures

and facilities on the Leased Premises or other similar projects that are not regularly recurring. The Board, in coordination with the Tenant, shall develop a prioritized list of capital improvement projects, including an estimated cost, for submission to the Department no later than August 1 of each Term year, for consideration in the upcoming fiscal year budget. Additionally, the Tenant agrees to make all reasonable, good-faith efforts to raise and make available funds for capital improvements to match or exceed those appropriated by the City.

14. Tenant Improvements: The Tenant may, subject to the prior written consent of the City, make improvements to the Leased Premises. The Tenant shall submit such requests for Tenant improvements to the Department and the Board, and shall include plans, designs and specifications, necessary for effective review. To the extent the Tenant is requesting that the City reimburse the Tenant for all or a portion of the cost of the improvement, a detailed cost estimate shall also be included in the request. The Tenant shall comply with all necessary codes, regulations, laws, and ordinances and shall obtain necessary permits, licenses, and approvals as required.

Any Tenant improvements made and paid for wholly by the Tenant that are permanent in nature, including but not limited to artificial turf installation, shall become the property of the City at the termination or expiration of this Agreement. Any Tenant improvements made and paid for wholly by the Tenant that are freestanding, removable, or nonpermanent shall remain the property of the Tenant and the Tenant may remove such improvements pursuant to Section 34 of this Agreement.

Any improvements made by the Tenant, but paid for or reimbursed by the City upon the recommendation of the Department and the Board, or jointly funded between the Tenant and the City upon the recommendation of the Department and the Board; shall become the property of the City at the termination or expiration of this Agreement.

15. Risk Management: The Tenant shall perform its obligations under this Agreement to the highest standards and shall establish and provide a safety and inspection plan to the City's Risk Management Department for review and approval. Following such approval, any subsequent changes to the plan shall be submitted to the City's Risk Management Department for subsequent review and approval. The Tenant shall review such safety and inspection plan on an annual basis, no later than January 1 of each year, with the City's Risk Management Department and shall modify the plan as may be required by the City's Risk Management Department.
16. Staffing: The Tenant shall be responsible for all game-related personnel, all support personnel, and, pursuant to the terms and conditions of this Agreement, any contract personnel. All such personnel shall be employees, volunteers, agents, or contractors of the Tenant and shall in no respect or for any reason be deemed the employees, volunteers, agents, or contractors of the City.
17. Security and Traffic Control: The Tenant shall be responsible for such security personnel during its games and other authorized activities or events held on the Leased Premises as is reasonably necessary and/or required by the City to maintain order and safety. The Tenant shall comply with all applicable laws, ordinances, regulations, and codes related to the provision of security personnel, crowd control, public gatherings, or events that are held on the Leased Premises and shall coordinate all security issues with the Hampton Police Division as required. Extra duty police officers for traffic control during the Tenant's baseball games shall be provided at the City's expense, for such games that the City deems necessary. The Tenant shall lock and secure the Leased Premises upon completion

of each use of the Leased Premises by the Tenant, including its agents, contractors, and invitees, on a daily basis.

18. Tickets: The Tenant shall have the right to determine ticket prices for its games and authorized events, including any discounts, bulk sales, and complimentary ticket distribution. The Tenant shall retain all ticket revenue for its games and events. The Tenant shall be responsible for the location, manner, and expenses related to all ticket sales.
19. Concessions and Merchandise: The City conveys to the Tenant, during the term of this Agreement, the right to control concessions at the Leased Premises, including the right to sell and dispense of foodstuffs, programs and advertisements, and merchandise such as tee shirts, sweatshirts, pins, buttons, and hats. The Tenant shall install, or caused to be installed at its expense, all necessary equipment to operate concessions, merchandise, and, as applicable, alcohol sales. The Tenant shall be responsible for the operation of related facilities in complete compliance with all applicable laws, ordinances, regulations, and codes. All licenses, permits, and approvals shall be the responsibility of the Tenant.
20. Alcohol: At its option, the Tenant may obtain the necessary licenses, permits, approvals, and insurance required to sell alcoholic beverages at games and authorized events. The Tenant is responsible for compliance with all applicable laws, ordinances, regulations, and codes.
21. Advertising: The Tenant shall, during the term of this Agreement, have the exclusive right to sell advertising space on the outfield fences or any freestanding signage on the Leased Premises. The Tenant shall be responsible for the placement of a non-permanent logo on the field playing surface. The Tenant shall be responsible for maintaining any such advertising in good repair and appearance. All advertising shall be painted and/or prepared in a professional manner and shall conform to applicable laws, ordinances, regulations, and codes. The Tenant shall have the right to use the marquee located at the intersection of Kentucky Avenue and Pembroke Avenue for advertising and promotion of its scheduled games and events. At the request of the City, the Tenant shall allow the City use of the marquee for the advertising of City-sponsored events. The Tenant agrees to maintain the marquee in good repair and appearance.
22. Radio, Television, Closed Circuit and Cable Television Rights: The Tenant shall, during the term of this Agreement, retain all radio, television, closed circuit TV, and cable TV broadcast rights. The Tenant may make and execute any contract with respect to television, internet, and/or radio coverage of its games. All such costs shall be the responsibility of the Tenant.
23. Hazardous Substances: The Tenant, including its officers, personal, agents, contractor, invitees, and any other users of the Leased Premises, are prohibited from bringing any hazardous substances onto the Leased Premises; however, this prohibition shall not apply to *de minimis* amount of substances as may be used in the ordinance course of using, operating, and cleaning the Leased Premises so long as such use is in accordance with applicable laws and the safety and inspection plan approved by the City's Risk Management Department.

If any government authority or other third party demands that a cleanup be undertaken because of any release of hazards substances that occurs as a result of the Tenant's use of the Leased Premises, the Tenant shall, at its own expense, carry out such cleanup. The Tenant agrees to indemnify the City against any claims, costs, and expenses of any kind, incurred pursuant to any state or federal law,

statute, regulation, or order, for the clean-up of any release of any hazardous substance arising from the Tenant's use of the Leased Premises. The Tenant's obligations under this Section 23 shall survive the termination or expiration of this Agreement.

24. **Insurance:** The Tenant shall submit to the Department of Risk Management certificates of insurance with applicable endorsements to the policy attached, prior to the commencement of the term of this Agreement. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and/or acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified by the Tenant without thirty (30) days prior written notice to the City.

The certificate of insurance shall list the City of Hampton, 22 Lincoln Street, Hampton, Virginia 23669 as additional insured. The Endorsement shall be either a direct Endorsement that actually names the City or a blanket Endorsement within the insurance policy that states that under a contractual agreement the City will be named as an additional insured on the required insurance policy. Such insurance shall also contain an endorsement stating that the insurance is primary with respect to any self-insurance or insurance maintained by the City of Hampton.

Insurance shall be maintained during the entire term of the Agreement and shall be of the following forms and limits:

All required insurance coverages must be obtained from insurers authorized to do business in the Commonwealth of Virginia. The insurers must have a rating of "A" (financial strength) and a VII or greater in the latest edition of the A.M.'s Best Company's Insurance reports.	
Coverage Parts Required	Coverage Limits
Commercial General Liability (CGL) Required but not limited to: Bodily Injury and Property Damage Personal & Advertising Injury Damage to Rented Premises Premises liability Products & Completed Operations Contractual Liability	\$1,000,000 per occurrence \$2,000,000 aggregate \$100,000 min on damage to rented premises
Workers' Compensation (if applicable) Employer's Liability	Per Virginia Statute
Waiver of Subrogation All lines of liability	Required Waiver of Subrogation
Coverage is primary. Claims-made policies require the policy holder to provide evidence of a retroactive date on the policy no later than the beginning of the start of the contract. Claims-made commercial general liability must provide an endorsement extending the claim reporting period of up to three (3) years after the agreement.	
Certificates of Insurance (COI's) must be accompanied by an endorsement naming City of Hampton and their elected and appointed officials, agents, employees and volunteers as additional insureds.	

25. Assumption of Responsibility: The Tenant expressly assumes full responsibility for all person connected with the Tenant's use of the Leased Premises, including its employees, personnel, agents, volunteers, contractors, and invitees.
26. Indemnification and Immunities: The Tenant unconditionally agrees to release and to indemnify and hold harmless the City, its employees, agents, volunteers, and officials against any and all causes of action, costs, expenses, liabilities, losses, damages, fines, penalties, claims, suits, demands, reasonable attorney's fees, expenses of litigation, expert witness fees, investigations, judgments, administrative proceedings, and other incidental expenses (collectively called "claims"), resulting from injury or death of any person or damage to property occurring on or about the Leased Premises or arising in conjunction with the use and occupancy of the Leased Premises by the Tenant or others claiming under the Tenant, unless the death, injury, or damage was sustained as a result of the gross negligence or willful misconduct of the City.

The Tenant's release and indemnity includes, but is not limited to, any claims as defined in this Agreement or claims arising from materials, hazardous wastes, or other contaminants or any adverse environmental condition resulting from the accumulation, storage, or release of hazardous or toxic substances which is deemed hazardous to the health or safety of persons entering or occupying the Leased Premises or other violations of applicable environmental laws occurring during the Term. This release, hold harmless, and indemnity provision shall survive and remain in effect notwithstanding any termination, cancellation, or expiration of this Agreement or the Tenant's tenancy.

27. Damages: The Tenant agrees to pay the City for any damages to the Leased Premises, or to its fixtures, or other appurtenances, caused by the Tenant or its employees, personnel, agents, volunteers, contractors, and invitees, including but not limited to the home or visiting team or other invitees of the Tenant, with the exception of standard wear and tear, and any such payments from the Tenant to the City shall be in sufficient amounts to restore the damaged areas to the condition in existence immediately before the damages occurred.
28. Assignment and Sublease: The Tenant shall not assign its right and duties under this Agreement in whole or in part or sublease all or any part of the Leased Premises without the prior written consent of the City. Any such assignment or sublease without the City's written consent shall be void, and shall, at the option of the City, terminate this Agreement. No assignment of this Agreement or subletting of the Leased Premises, with or without the City's written consent, shall be deemed to release the Tenant from any of its obligations under this Agreement, nor shall any assignment or subletting be construed as permitting any further assignment or subletting except in accordance with this Section 28.
29. Access: The Tenant shall allow the City, or its authorized agents, to enter the Leased Premises for purposes of inspection or as otherwise required by the City. The Tenant shall provide City with key codes and/or copies of keys, as needed, to access the Leased Premises. The City, or its authorized agents and representatives, may enter the Leased Premises during normal business hours with or without notice to the Tenant for the purpose of inspections and repairs so long as such inspection or repair does not unreasonably interfere with Tenant's operation of the Leased Premises. The City shall give reasonable notice to Tenant for inspections or repairs scheduled outside of normal business hours.

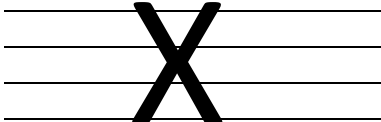
30. Premises Untenable: In the event that a structural deficiency develops, or the Leased Premises become untenable by reason of environmental problems, condemnation, fire, or other cause not within the control of the Tenant, the Tenant shall vacate the Leased Premises; and the Rent shall terminate upon the day that such vacation occurs. Any prepaid Rent shall be refunded by the City and the Tenant shall have no legal or equitable claim for damages against the City. The Tenant hereby releases the City from any liability whatsoever and covenant not to file any suit or claim therefor.
31. Default(s): In the event of any failure of either Party to timely and fully comply with any terms of this Agreement, the other Party shall provide written notice of such default to the defaulting Party. If such default shall continue for more than sixty (60) days after written notice to the defaulting Party, the non-defaulting Party may immediately terminate this Agreement.
32. Termination: In addition to termination as a result of default under Section 31 of this Agreement, the Parties acknowledge that either Party may terminate this Agreement for any reason upon ninety (90) days' written notice to the other Party. Any Rent paid in advance by the Tenant shall be returned by the City in an amount prorated according to the actual period of occupancy. It is agreed that the power of the City to terminate or interrupt the Tenant's use of the Leased Premises shall not be arbitrarily or capriciously exercised and, to the maximum extent practicable, termination without cause shall not occur during the Tenant's baseball season.
33. Condition at Termination: At the end of the Term or upon termination of this Agreement, Tenant shall deliver the Leased Premises, including any permanent improvements made, in a good and safe condition, reasonable wear and tear excluded.
34. Tenant's Property: Should the Tenant vacate the Leased Premises, for any reason, or this Agreement otherwise be terminated or expire, the Tenant has the right to remove at its expense all equipment, machines, and personal property which have been placed or installed on the Leased Premises by the Tenant and shall deliver the Leased Premises to the City. The Tenant may request, in writing, an option to extend for up to an additional ninety (90) days. The City's approval of such request shall not be unreasonably withheld, so long as the Tenant has made reasonable progress toward the removal of its property from the Leased Premises within the initial ninety (90) days following the Tenant's vacation of the Leased Premises, the City's written notice of termination, or the expiration of the Agreement. Any damage to the Leased Premises resulting from the removal of such items shall be promptly repaired by the Tenant at its sole expense.
35. Notice: A notice, communication, or request under this Agreement by the City to the Tenant or by the Tenant to the City shall be sufficiently given or delivered if sent by either (a) certified mail, postage prepaid, return receipt requested or (b) hand-delivery (if receipt is evidenced by a signature of the addressee or authorized agent), and addressed to the applicable Parties as set forth below.

As to the City: City of Hampton
 Department of Parks, Recreation & Leisure Services
 22 Lincoln Street
 Hampton, VA 23669
 Attn: Director, Darrell Crittendon

Copy to: City of Hampton
 City Attorney's Office

22 Lincoln Street
Hampton, VA 23669
Attn: Deputy City Attorney, Angela King

As to the Tenant: Community Baseball, LLC
Attn: Henry Morgan
1889 W. Pembroke Ave.
Hampton, VA 23661

Copy to: 

36. Waiver: No waiver by the City or the Tenant at any time, express or implied, of any breach of any term of this Agreement shall be deemed a waiver of a breach of any other term of this Agreement or a consent to any subsequent breach of the same or any other term. No acceptance by the City of any partial payment shall constitute an accord or satisfaction but shall only be deemed a part payment on the account. The City may accept Rent, or other sum payable or other benefits pursuant to this Agreement and acceptance of the same shall not be deemed a waiver of any prior default.
37. Compliance with all Laws: The Tenant shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of its obligations under this Agreement.
38. Applicable Law: This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters exclusively by the laws of the Commonwealth of Virginia. All suits for any claims or for any breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, Virginia.
39. Covenant Against Liens: If, because of any act or omission of the Tenant, or others claiming by or through the Tenant, any mechanic's lien or any other lien, charge, or order for the payment of money shall be filed against the City or any portion of the Leased Premises, the Tenant shall, at its own cost and expense, cause the same to be paid, discharged of record, or bonded off within thirty (30) days after written notice from the City to the Tenant of the filing thereof.
40. Severability: If any section, paragraph, subparagraph, sentence, clause, or phrase of this Agreement shall be declared or judged invalid or unconstitutional, such adjudication shall not affect the other sections, paragraphs, subparagraphs, sentences, clauses, or phrases of this Agreement.
41. Successors and Assigns: The terms, conditions, covenants, and agreements in this Agreement to be kept and performed by the City and the Tenant shall bind and inure to the benefit of their respective heirs, personal representatives, successors, and approved assigns.
42. Relationship of the Parties: The Parties agree that this Agreement constitutes a lease. It is further understood and agreed by and between the Parties that nothing herein shall constitute or be construed to be an employee, partnership, joint venture, or joint employer relationship between the City and the Tenant, or its successors or assigns.

43. Entire Agreement: This Agreement, together with any and all exhibits attached hereto, constitutes the entire agreement between the Parties and may be modified only by a writing signed by both Parties.
44. Recordation: Neither this Agreement nor any memorandum, affidavit, or other writing with respect thereto, shall be recorded by the City or the Tenant or by anyone acting through, under, or on behalf of the City or the Tenant. The recording thereof in violation of this Section 44 shall make the Agreement null and void at the election of the non-recording Party.
45. Authorized Signatures: Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.
46. Counterpart Signatures: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original without production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature.

WITNESS the following signatures:

[SIGNATURES ON THE FOLLOWING PAGES]

PILOTS LEASE @ WMS
2026-2031

LANDLORD:

CITY OF HAMPTON, VIRGINIA

By _____
City Manager/Authorized Designee

Date

APPROVED AS TO CONTENT:

By [Signature]
Department of Parks, Recreation
& Leisure Services

1/5/2026
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By [Signature]
City Attorney's Office

January 6, 2026
Date

TENANT:

COMMUNITY BASEBALL, LLC

By Henry W. Morgan
Name: Henry W. Morgan
Title: Manager

1/5/2026
Date

[END OF SIGNATURES]

EXHIBIT A: LEASED PREMISES
1889 W. Pembroke Ave. – LRSN 1003153
(highlighted in yellow)

