

TOURNAMENTS
SECTION XII - WTA TOURNAMENT MEMBERSHIPS

approval, acceptance, or other action with respect to the proposed Lease, (ii) the identity of each party to the Lease and relevant background information for each such party, (iii) the term of the Lease, and (iv) any other information the CEO deems necessary for the Board of Director's consideration of the proposed Lease consistent with the confidentiality provisions of Section XII.1.3.a above. The Board of Directors shall have the right, in its sole discretion, to approve or disapprove a Lease or delegate to the CEO the right to approve or disapprove a Lease. Any such approval or acceptance by the Board of Directors or the CEO may be given, withheld or conditioned in the sole discretion of the Board of Directors or the CEO, as applicable. Conditions to approval may include, without limitation, (A) the Lease containing mandatory lease terms (in addition to those set forth in Appendix C) as prescribed by the Board of Directors or the CEO from time to time, and (B) any other condition to ensure that the Lease is in compliance with the Rules and/or in the best interest of the WTA.

- c. For the avoidance of doubt, approval of a Lease by the CEO or the Board of Directors shall not extend to any Subsequent Transaction, whether or not contemplated by the terms of a Lease or otherwise. For purposes of this Section, "Subsequent Transaction" means (i) any amendment or modification to, or extension or renewal of, any Lease or any agreement related thereto, (ii) the exercise by any person or entity of any rights of first negotiation or refusal, relocation rights, other back-end rights or any purchase or sale rights, and (iii) any sale, transfer, assignment, pledge or other disposition or encumbrance by any person or entity of any Lease or any "ownership interest." Any such Subsequent Transaction shall be subject to separate and independent approval by the WTA in accordance with the Rules at the time that any such terms are sought to be triggered and/or exercised by any party.
- d. All Leases shall be required to include, as an attachment or rider thereto, the language set forth in Appendix C (or language in form and substance substantially similar thereto, modified only as necessary to conform to the defined terms in the applicable agreement).
- e. The WTA may in its discretion waive any or all of the requirements of this Section 3.
- f. Any violation of this Section 3 shall be a violation of a Condition of Membership (as defined in the WTA By-Laws) and shall, among other things, be subject to the imposition of sanctions under Section 2.6 of the WTA By-Laws. In such circumstance, WTA Management shall notify the member of the violation and sanction and provide the member with the opportunity to submit additional information. In the event that the WTA learns or becomes aware of facts or circumstances constituting a