

## RESOLUTION 18-10

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDED AND RESTATED LICENSE AGREEMENT BETWEEN THE CITY OF DUNEDIN (“CITY”) AND ROGERS BLUE JAYS BASEBALL PARTNERSHIP (“BLUE JAYS”); APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ADDENDUM TO LICENSE AGREEMENT BETWEEN THE CITY AND THE BLUE JAYS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SPRING TRAINING PROGRAM AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AUTHORIZING APPROPRIATE CITY OFFICIALS TO TAKE FURTHER ACTION REQUIRED TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the history of Major League Baseball (MLB) in Dunedin began in 1977 when the expansion team Toronto Blue Jays flew south for their first Grapefruit League season; and

**WHEREAS**, Dunedin has been the site for every Toronto Blue Jays Spring Training season since 1977, making the Toronto Blue Jays the only major league franchise to have never changed Spring Training cities; and

**WHEREAS**, the Toronto Blue Jays’ Spring Training activities have provided significant positive economic impact to Dunedin since 1977; and

**WHEREAS**, the current License Agreement with the Toronto Blue Jays has been in place since December 15, 2000 and currently extends until December 31, 2019 subject to annual renewal options; and

**WHEREAS**, on April 4, 2013, the Dunedin City Commission adopted Resolution 13-16, confirming its commitment to keep the Toronto Blue Jays Spring Training in the City of Dunedin; and

**WHEREAS**, the Toronto Blue Jays have requested the redevelopment, expansion and renovation of the Dunedin Stadium, Cecil P. Englebert Recreational Complex and the Vanech Recreation Complex (collectively, the “Dunedin Spring Training Facilities”) at a project cost of approximately \$81 million; and

**WHEREAS**, on October 6, 2016, the Dunedin City Commission adopted Resolution 16-26, authorizing staff to apply for funding through the Florida Department of Economic Opportunity and the Pinellas County Tourist Development Council to pay a portion of the costs for improvements to the Dunedin Spring Training Facilities; and

**WHEREAS**, in order to apply for State of Florida funding pursuant to Section 288.11631, Florida Statutes, the City and the Toronto Blue Jays approved and entered into a new License Agreement dated November 2, 2017 (the "2017 License Agreement") which provides for a term at least equal to the term of the requested State funding; and

**WHEREAS**, the City submitted an application for certification of a spring training facility pursuant to Section 288.11631, Florida Statutes, and the City and the City received on February 26, 2018, a conditional certification letter from the Florida Department of Economic Opportunity ("DEO), requiring that three actions be taken by the City for the City to obtain final certification pursuant to Section 288.11631, Florida Statutes; and

**WHEREAS**, the City desires to comply with the final certification conditions and desires to authorize and approve the execution and delivery of a First Amended and Restated License Agreement, an Addendum to License Agreement and a Spring Training Program Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY ASSEMBLED:**

**Section 1.** That the foregoing recitals are hereby incorporated into this Resolution as if fully set forth herein.

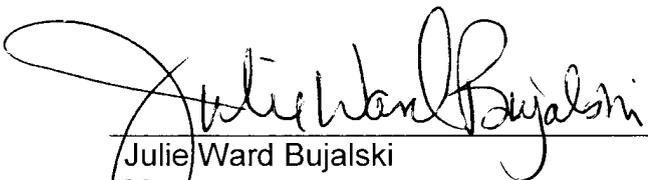
**Section 2.** That the First Amended and Restated License Agreement, substantially in the form attached hereto as Exhibit "A" is hereby approved, and the Mayor, or in her absence the Vice-Mayor and the City Manager, or in her absence, the Deputy City Manager, are hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to attest, the First Amended and Restated License Agreement on behalf of the City, upon the approval as to form by the City Attorney, with such changes, insertions and omissions as may be approved by the Mayor, the Vice-Mayor, the City Manager, the Deputy City Manager, the City Clerk and the City Attorney; their execution of the First Amended and Restated License Agreement shall constitute conclusive evidence of such approval.

**Section 3.** That the Addendum to License Agreement, substantially in the form attached hereto as Exhibit "B" is hereby approved, and the Mayor, or in her absence the Vice-Mayor and the City Manager, or in her absence, the Deputy City Manager, are hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to attest, the Addendum to

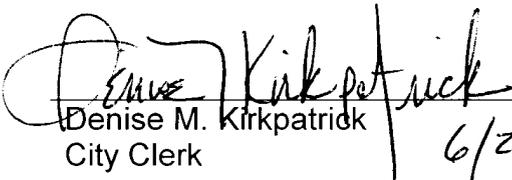
License Agreement on behalf of the City, upon the approval as to form by the City Attorney, with such changes, insertions and omissions as may be approved by the Mayor, the Vice-Mayor, the City Manager, the Deputy City Manager, the City Clerk and the City Attorney; their execution of the Addendum to License Agreement shall constitute conclusive evidence of such approval.

**Section 4.** That the Spring Training Program Agreement, substantially in the form attached hereto as Exhibit "C" is hereby approved, and the Mayor, or in her absence the Vice-Mayor and the City Manager, or in her absence, the Deputy City Manager, are hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to attest, the Spring Training Program Agreement on behalf of the City, upon the approval as to form by the City Attorney, with such changes, insertions and omissions as may be approved by the Mayor, the Vice-Mayor, the City Manager, the Deputy City Manager, the City Clerk and the City Attorney; their execution of the Spring Training Program Agreement shall constitute conclusive evidence of such approval.

**Section 5.** That this Resolution shall be effective immediately upon its adoption.

 6/21/18  
\_\_\_\_\_  
Julie Ward Bujalski  
Mayor

ATTEST:

 6/21/18  
\_\_\_\_\_  
Denise M. Kirkpatrick  
City Clerk

**EXHIBIT "A"**

**FIRST AMENDED AND RESTATED LICENSE AGREEMENT**

**CITY OF DUNEDIN AND TORONTO BLUE JAYS  
FIRST AMENDED AND RESTATED LICENSE AGREEMENT**

**THIS CITY OF DUNEDIN AND TORONTO BLUE JAYS FIRST AMENDED AND RESTATED LICENSE AGREEMENT** (the “**Agreement**”), made and entered into this 21<sup>st</sup> day of June, 2018 (the “**Effective Date**”) by and between the **CITY OF DUNEDIN, FLORIDA**, a municipal corporation of the State of Florida (hereinafter referred to as the “**City**”) and **ROGERS BLUE JAYS BASEBALL PARTNERSHIP**, an Ontario, Canada general partnership (hereinafter referred to as the “**Club**”).

**WITNESSETH**

**WHEREAS**, the City owns a baseball stadium (the “**Stadium**”), office building, dedicated parking facilities and other appurtenances and improvements located at or near the municipal address of 373 Douglas Avenue, Dunedin, as well as the 12 acre site upon which the same are located, all of which is described and / or illustrated on Exhibit “A” attached hereto, (collectively, the “**Grant Field Facilities**”);

**AND WHEREAS**, the City will own, as of the Threshold Date, a recently constructed building containing offices, clubhouses and training facilities (the “**New Training Center**”), six (6) full-sized professional baseball practice fields, two (2) professional baseball “half” fields, one (1) open-air agility field, one (1) roofed agility field, one (1) inclined agility field, two (2) permanent roofed buildings containing professional baseball batting tunnels, dedicated parking facilities and other appurtenances and improvements located at or near the municipal address of 3031 Garrison Road, Dunedin, as well as the 27.4 acre site (the “**Englebert Site**”) and the 31.1 acre site (the “**Vanech Site**”) upon which all of same are situated, all of which is described and / or illustrated on Exhibit “B” attached hereto (collectively, the “**Complex Facilities**”);

**AND WHEREAS**, the parties desire to enter into a “Spring Training Facility Development Agreement” (the “**Development Agreement**”), which will set forth the relative roles and responsibilities of both the City and the Club in connection with the planning, design, funding, financing and construction of certain renovations, expansions of and/or additions to the Dunedin Facilities (the “**Improvements**”), which Improvements are more particularly described in Exhibit “C” attached hereto. By way of illustration, it is anticipated that the Development Agreement will specify the City’s responsibility to enter into the final agreements with engineers, architects, general contractors and related professional service providers necessary for the design and construction of the agreed-upon Improvements. Further, the Development Agreement will define the milestone or significant events that are to take place in order to facilitate the development, design, funding, financing and reconstruction of the Dunedin Facilities. In order to outline and summarize the relative roles and responsibilities of both the City and the Club in connection with the Improvements prior to the finalization of the Development Agreement, the City and the Club have entered into that certain agreement for the construction and renovation of the Dunedin spring training facilities effectively dated November 2, 2017 (the “**Preliminary Construction and Renovation Agreement**”), which shall have no further force and effect after the finalization of the Development Agreement. For purposes of this Agreement, any reference to the Development Agreement prior to the Threshold Date of this Agreement is intended to include the general terms and conditions set forth in the Preliminary Construction and Renovation Agreement until such

time that it is superseded and replaced by the Development Agreement;

**AND WHEREAS**, the parties recognize that this Agreement is being prepared in advance of the Development Agreement and that this Agreement is being drafted as if the Development Agreement were in place since that is a condition precedent to the effective date of this Agreement;

**AND WHEREAS**, the Club owns and operates the Major League Baseball team known as the *Toronto Blue Jays*® (the “**Major League Team**”) and desires to contract with the City for training and playing facilities for the Major League Team and to commence using the Dunedin Facilities pursuant to this Agreement as of the Threshold Date (as defined below);

**AND WHEREAS**, the Club owns and operates the “A” level Minor League Baseball team known as the *Dunedin Blue Jays*® (which team is a member of the Florida State League) (the “**Minor League Team**”) and desires to contract with the City for training and playing facilities for the Minor League Team and to commence using the Dunedin Facilities pursuant to this Agreement as of the Threshold Date;

**AND WHEREAS**, the Club desires to license the Grant Field Facilities for the purpose of conducting Major League Team exhibition games during the Spring Training Season (defined below) and Florida State League Games and to maintain thereon permanent office and clubhouse facilities on a year-round basis, all in accordance with this Agreement;

**AND WHEREAS**, the Club desires to license the Complex Facilities for the purpose of training its Major League and Minor League players during the Spring Training Season (defined below) and for Additional Club Activities (as defined below) and to maintain thereon permanent office and clubhouse facilities on a year-round basis, all in accordance with this Agreement;

**AND WHEREAS**, the Club wishes to share the Complex Facilities and Grant Field Facilities with the City, with such uses for public purposes to be scheduled and utilized by the City and other public user groups pursuant to the provisions of this Agreement;

**AND WHEREAS**, the City agrees to license the Grant Field Facilities and the Complex Facilities to the Club in consideration of certain obligations set forth herein, including without limitation, certain payments from the Club to the City;

**AND WHEREAS**, the parties have previously entered into that certain license agreement dated December 15, 2000 as amended by the First Amendment dated January 10, 2002 and as further amended by the Second Amendment dated April 20, 2017 (collectively, the “**Existing Agreements**”);

**AND WHEREAS**, the Existing Agreements presently expire December 31, 2019 with Club options to extend for up to three (3) additional one (1) year periods, provided the Club provides notice to the City of such election in accordance with the terms of the Existing Agreements;

**AND WHEREAS**, the Parties previously entered into a License Agreement dated

November 2, 2017 (the “**2017 License Agreement**”), which 2017 License Agreement was intended to take effect, and to supercede the Existing Agreements, on the Threshold Date, as defined herein;

**AND WHEREAS**, the parties now desire to enter into this Agreement, with the intention of terminating, replacing and superceding all of the Existing Agreements as of the date first written above, instead of on the Threshold Date;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained and in consideration of the payments to be made hereunder and the obligations of the parties to be performed, the City and the Club hereby mutually covenant and agree as follows:

1. **DEFINITIONS.** In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

- (a) “**Adjacent City Building**” is the building identified by the number 13 on Exhibit “B” attached hereto that was previously utilized by the Club for its player-development operations and that is accessible via a driveway entrance on Solon Avenue and located adjacent to the Complex Facilities.
- (b) “**Ad Valorem Taxes**” means any and all ad valorem taxes and property taxes assessed against the Dunedin Facilities by any taxation authority, as well as any other taxes that are calculated or assessed based on the value of the Dunedin Facilities or the buildings or lands forming part of same.
- (c) “**Annual Capital Payment**” shall have the meaning ascribed thereto in subsection 27(a) of this Agreement.
- (d) “**Annual License Fee**” shall have the meaning ascribed thereto in subsection 27(b) of this Agreement.
- (e) “**Annual Naming Rights Revenues**” is the amount of Naming Rights Revenues attributable to a specific calendar year of the Term. Where the Club grants a third party naming rights to one or more of the Nameable Properties and is paid a specified annual amount of Naming Rights Revenues in connection with such grant of naming rights, then such annual amount will be the Annual Naming Rights Revenues for the purposes hereof. Where the Club instead receives a single specified lump sum amount of Naming Rights Revenues in return for the grant of naming rights to a third party then the amount of Annual Naming Rights Revenues will be deemed to be equal to the lump sum amount of Naming Rights Revenues divided by the number of calendar years to which it applies.
- (f) “**Additional Club Activities**” shall have the meaning ascribed thereto in subsection 3(c) of this Agreement.
- (g) “**Annual Naming Rights Revenues**” shall have the meaning ascribed thereto in Section 0 of this Agreement.

- (h) “**Base Field Maintenance Activities**” shall have the meaning ascribed thereto in subsection 8(f) of this Agreement.
- (i) “**BOC**” or “**Office of the Commissioner of Baseball**” means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.
- (j) “**Capital Replacement**” means in accordance with the practice observed by prudent owners of facilities similar to the Dunedin Facilities, as and when required, the replacement of structural elements or improvements that enhance the underlying asset value of the Dunedin Facilities, or improvements that restore or increase the useful life of the Dunedin Facilities. These elements and improvements shall include, but shall not be limited to the following: (i) structural portions of the facilities, including but not limited to load-bearing walls; (ii) roof; (iii) seating (but only if more than twenty five (25) adjacent or proximate seats needs repair or replacement), railings, stairs or vomitoria; (iv) parking areas; (v) Scoreboards / Videoboards; (vi) mechanical, electrical and plumbing systems; (vii) HVAC systems and their components; and (viii) walls, gates and fences securing the Dunedin Facilities. This definition also includes replacement of material portions, to the extent necessary, of the following: lighting systems (but not individual fixtures or bulbs); electrical systems (but not individual lines or fixtures); and plumbing systems (but not pipes connecting to fixtures or individual fixtures). Not included in this definition is any damage required to be repaired by the City pursuant to Section 24 following a Casualty Event or any damage caused by an act or the negligence of the Club or the City, or their respective employees, agents, invitees, subtenants, licensees, assignees, or contractors. This definition shall not include Maintenance or Repairs in or upon the Dunedin Facilities which are not, in accordance with generally accepted accounting practices, generally understood to be of a capital nature in accordance with Internal Revenue Service Publication 523 (or similar provisions).
- (k) “**Capital Replacement Fund**” shall have the meaning ascribed thereto in Section 33 of this Agreement.
- (l) “**Capital Replacement Surcharge**” shall have the meaning ascribed thereto in subsection 12(d) of this Agreement.
- (m) “**Casualty Event**” shall have the meaning ascribed thereto in subsection 24(a) of this Agreement.
- (n) “**Casualty Event Interference**” shall have the meaning ascribed thereto in subsection 24(f) of this Agreement.
- (o) “**City Contribution**” shall mean the sum of \$5,663,000 (net present value) to be used toward the Improvements.
- (p) “**City Events**” shall have the meaning ascribed thereto in subsection 7(a) of this Agreement.

- (q) **“City Meeting”** will have the meaning ascribed thereto in subsection 4(b) of this Agreement.
- (r) **“City Group”** means the City, along with its elected representatives, officers, directors, contractors, employees, volunteers, and agents.
- (s) **“Club Activities”** means all Home Major League Team ST Games, Home Minor League Team Games, and Additional Club Activities but under no circumstances will include any City Event.
- (t) **“Club-Controlled Areas”** shall have the meaning ascribed thereto in Section 4 of this Agreement.
- (u) **“Club Group”** means the Club, along with its corporate affiliates, and each of their respective officers, directors, contractors, employees, volunteers and agents.
- (v) **“Club Repayment Obligation”** shall have the meaning ascribed thereto in subsection 27(a) of this Agreement.
- (w) **“Commissioner of Baseball”** means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.
- (x) **“Complex Facilities”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (y) **“Concessions Equipment”** means all of the fixed refrigeration, freezing, cooking, preparation, display and service equipment and supplies forming part of the Concessions Facilities.
- (z) **“Concession Facilities”** means those area(s) designated and used for food and beverage concession operations in accordance with the final construction drawings agreed to by the parties pursuant to the Development Agreement.
- (aa) **“Costs”** means all claims and causes of action (whether threatened or filed), losses, damages, judgments, liabilities, costs or expenses (including reasonable attorneys' fees and other legal costs).
- (bb) **“County”** means Pinellas County, Florida.
- (cc) **“County Contribution”** shall mean the sum of \$41,700,000 (net present value) to be used toward the Improvements.
- (dd) **“Cut-Off Date”** shall have the meaning ascribed thereto in subsection 24(b) of this Agreement.
- (ee) **“Development Agreement”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (ff) **“Disaster Mitigation Plan”** shall have the meaning ascribed thereto in subsection 24(i) of the

Agreement.

- (gg) **“Dunedin Facilities”** means collectively, the Grant Field Facilities and the Complex Facilities.
- (hh) **“Effective Date”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (ii) **“Englebert Site”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (jj) **“Enumerated Event”** shall have the meaning ascribed thereto in subsection 32(a) of the Agreement.
- (kk) **“Executive Council”** means the Executive Council of Major League Baseball that is governed by Article III of the Major League Constitution, and any successor body thereto.
- (ll) **“Existing Agreements”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (mm) **“FF&E”** means such furniture, fixtures, machinery, electronics or equipment located at the Dunedin Facilities, whether same were purchased and placed at the Dunedin Facilities as part of the Project and paid from the Project budget, or installed by or on behalf of the Club subsequent to the Threshold Date.
- (nn) **“Florida State League Season”** means the period of approximately April 1 to September 15 of each year, inclusive, and **“Florida State League games”** means all of the Minor League Team’s home games at the Dunedin Facilities during the Florida State League Season.
- (oo) **“Food and Beverage Concessionaire”** shall have the meaning ascribed thereto in subsection 13(b) of this Agreement.
- (pp) **“Food and Beverage Concessions”** shall have the meaning ascribed thereto in subsection 13(a) of this Agreement.
- (qq) **“Grant Field Facilities”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (rr) **“Home Major League Team ST Games”** shall have the meaning ascribed thereto in paragraph 3(a)(i) of this Agreement.
- (ss) **“Home Minor League Team Games”** shall have the meaning ascribed thereto in subsection 3(b) of this Agreement.
- (tt) **“Impermissible Relocation Event”** shall have the meaning ascribed thereto in paragraph 38(a)(i) of this Agreement.
- (uu) **“Improvements”** shall have the meaning ascribed thereto in the recitals to this Agreement.

- (vv) **“Indemnitee”** shall have the meaning ascribed thereto in subsection 29(d) of this Agreement.
- (ww) **“Indemnitor”** shall have the meaning ascribed thereto in subsection 29(d) of this Agreement.
- (xx) **“Initial Post-Renovation Term”** shall have the meaning ascribed thereto in Section 2 of this Agreement.
- (yy) **“Maintenance”** means all day-to-day cleaning and general maintenance, but specifically excludes Repairs and Capital Replacement.
- (zz) **“Major League Baseball”** or **“MLB”** means, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Clubs acting collectively.
- (aaa) **“Major League Baseball Club”** or **“Major League Club”** means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.
- (bbb) **“Major League Constitution”** means the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.
- (ccc) **“Major League Team”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (ddd) **“Major League Team ST Program”** shall have the meaning ascribed thereto in subsection 18(b) of this Agreement.
- (eee) **“Milestone Events”** means the following milestone events (as may be further modified, supplemented or reduced by the Development Agreement):
- (i) Obtaining complete, final and unrestricted approval of the public funding sources from the City for the City Contribution, the County and the State of Florida to ensure the ultimate delivery of the necessary Project funds for the Improvements. The parties acknowledge and agree that in order to obtain the funding approval from the State of Florida, it will be necessary to submit an application to the State of Florida to be a Certified Applicant pursuant to Fla. Stat. 288.11631 and the parties shall submit such application on or before the later of (A) December 31, 2017, or (B) as soon as is reasonably practical after the date on which the County has formally agreed to make the County Contribution to the Improvements (and in any event no later than thirty (30) days after such formal agreement),

- (ii) Completing the required *Consultant Competitive Negotiation Act* procurement process required by Section 287.055 Florida Statutes (2017) to engage architects, engineers, and contractors (recognizing the Improvements may or may not include a design-build procurement) and for the City to ultimately approve the design and engineering, architectural design, plan preparation and permitting for the Improvements, in each case in a manner acceptable to both the Club and the City,
  - (iii) Completing the final construction drawings necessary to undertake the Improvements and for the City to ultimately approve a guaranteed maximum price contract (GMP) with the contractor / Construction Manager at Risk, in each case in a manner acceptable to both the Club and the City, and
  - (iv) Issuance of the complete, final and unrestricted Certificate of Occupancy for the Improvements (and, to the extent applicable, all other portions of the Dunedin Facilities) by the City. Substantial completion of the Improvements and/or a partial or temporary Certificate of Occupancy, as well as project closeout, would have occurred prior to the completion of this Milestone Event.
- (fff) “**Minor League Team**” shall have the meaning ascribed thereto in the recitals to this Agreement.
- (ggg) “**MLB Approval**” means, with respect to the Major League Clubs, the Commissioner of Baseball, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).
- (hhh) “**MLB Entity**” means each of the BOC, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.
- (iii) “**MLB Governing Documents**” means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto).

- (jjj) **"MLB Rules and Regulations"** means (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner of Baseball, the BOC or any other MLB Entity as in effect from time to time.
- (kkk) **"Nameable Properties"** shall have the meaning ascribed thereto in Section 0 of this Agreement.
- (lll) **"Naming Rights Revenues"** means revenues received by the Club from a third party specifically on account of the right to have its corporate name or the name of one of its products or services form part of the name of a Nameable Property, less any amounts expended by the Club in order to implement such right. For certainty, **"Naming Rights Revenues"** will not include (1) amounts loaned, contributed, advanced or paid by Pinellas County, Florida, the State of Florida, or any other governmental body or agency in connection with construction costs, design costs, maintenance, repairs, capital improvements or replacements, bond financing or other similar matters related to the Dunedin Facilities, (2) amounts generated by the Club from a third party on account of other rights or benefits made available by the Club to such third party, such as rights to utilize signage spaces, rights of association / rights to utilize trademarks or logos owned or controlled by the Club, or rights to engage in promotions or other marketing activities, or (3) any taxes or other similar amounts that the Club is required to collect in connection with Naming Rights Revenues.
- (mmm) **"New Training Center"** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (nnn) **"Ownership Committee"** means the Ownership Committee of Major League Baseball and any successor body thereto.
- (ooo) **"Permissible Relocation Event"** shall have the meaning ascribed thereto in paragraph 38(a)(ii) of this Agreement.
- (ppp) **"Person"** means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, governmental entity or other entity.
- (qqq) **"Preliminary Construction and Renovation Agreement"** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (rrr) **"Pre-Renovation Term"** shall have the meaning ascribed thereto in Section 1.2 of this Agreement.
- (sss) **"Project"** means the renovation, construction, expansion and relocation of the Dunedin Facilities, all as implemented in accordance with the Development Agreement and including, unless otherwise mutually agreed by the parties in writing, the Improvements.

- (tt) **“Promotional Properties”** shall have the meaning ascribed thereto in subsection 17(b) of this Agreement.
- (uuu) **“Renewal Term”** shall have the meaning ascribed thereto in Section 2 of this Agreement.
- (vvv) **“Repairs”** means all customary maintenance and operational repairs to buildings, building systems (e.g. heating / cooling, plumbing, electrical and drainage), fields, parking lots and grounds that do not constitute, or are not more appropriately addressed by way of, Capital Replacement as defined herein.
- (www) **“Restoration Standard”** shall have the meaning ascribed thereto in subsection 24(a) of this Agreement.
- (xxx) **“Shared Use Practice Fields”** means the three (3) baseball training fields located at the southern portion of the Complex Facilities and identified as fields 2a on the second illustration contained in Exhibit “B” attached to this Agreement.
- (yyy) **“Scoreboards / Videoboards”** shall have the meaning ascribed thereto in Section 19 of this Agreement.
- (zzz) **“Solon Avenue Parking Lot”** means the entrance driveway and paved parking spots located immediately north of Solon Avenue and south of the Adjacent City Building, along with the grass parking lot located immediately north of Solon Avenue and to the east of the Adjacent City Building, all of which is identified by the number 14 on the second illustration contained in Exhibit “B” attached to this Agreement.
- (aaaa) **“Special Damages”** shall have the meaning ascribed thereto in Section 33 of this Agreement.
- (bbbb) **“Spring Training Season”** means, in each calendar year of the Term, the period during which the Major League Team and other professional baseball players conduct Spring Training.
- (cccc) **“Stadium”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (dddd) **“Term”** shall have the meaning ascribed thereto in Section 2 of this Agreement.
- (eeee) **“Threshold Date”** means the last date on which all of the following events have occurred:
- (i) the parties hereto have each executed and delivered this Agreement to the other party,
  - (ii) an award of funds has been made to the City by the Florida Department of Economic Opportunity pursuant to Section 288.11631, Florida Statutes, as amended, in an amount not less than \$20,000,000 (i.e. \$1,000,000 per year for a period of 20 years),

- (iii) an award of the County Contribution (relating to a distribution of the County's Tourist Development Tax) has been made to the City by the County pursuant to an Interlocal Agreement or other similar binding instrument,
- (iv) the parties hereto have each negotiated in good faith to finalize and have executed and delivered the Development Agreement to the other party, and
- (v) the Milestone Events described and defined in subsection 1(eee) of this Agreement have been satisfied, and
- (vi) the parties have received all necessary MLB Approvals.

(ffff) "**Total Games Requirement**" shall have the meaning ascribed thereto in paragraph 3(a)(i) this Agreement.

(gggg) "**Term**" shall have the meaning described in Section 2 of this Agreement.

(hhhh) "**Vanech Site**" shall have the meaning ascribed thereto in the recitals to this Agreement.

**1.1 TERMINATION OF EXISTING AGREEMENTS AND SUPERCEDING EFFECT.**  
 The Parties hereby confirm that, as of the Effective Date:

- (a) the Existing Agreements are terminated and of no further force and effect, and
- (b) this Agreement supercedes and replaces the 2017 License Agreement in its entirety.

**1.2 THRESHOLD DATE.**

- (a) Impact of Threshold Date. It is the shared intention of the parties to achieve the earliest Threshold Date that is reasonably possible in all of the circumstances. As of the Effective Date, the parties goal is to achieve a Threshold Date of February 15, 2020 or earlier.
- (b) Agreement Terms Applicable Between the Effective Date and the Threshold Date. The parties hereby acknowledge and agree that from the Effective Date until one of paragraph (i) or (ii), as applicable, takes effect (the "**Pre-Renovation Term**"), they will be bound exclusively by the terms and conditions contained in Sections 36, 39 and 40 of this Agreement, paragraph 27(a)(v) of this Agreement (only if and as applicable), and those terms and conditions contained in Exhibit "D" to this Agreement, and none of the other terms and conditions of this Agreement, nor any of the other Exhibits to this Agreement, will have any effect or application.
  - (i) In the event that all of the conditions set out in subsection 1(eeee) have not been satisfied by February 15, 2021, or such later date as provided as may be mutually agreed to in writing by the City and the Club, then this Agreement shall automatically terminate.

- (ii) In the event that all of the conditions set out in subsection 1(eeee) have been satisfied by February 15, 2021, or such later date as provided as may be mutually agreed to in writing by the City and the Club, then such date will constitute the Threshold Date and Exhibit “D” will be deemed to be of no further force or effect and the Parties will be bound exclusively by the terms and conditions set out below and in the other Exhibits to this Agreement.

2. **TERM.** Subject to Section 1.2, above (which specifies the operative provisions during the Pre-Renovation Term and the establishment of the Threshold Date, if any), the initial term of this Agreement will be twenty five (25) years commencing on the Threshold Date and ending on December 31 of the year in which occurs the twenty-fifth (25<sup>th</sup>) anniversary of the Threshold Date (the “**Initial Post-Renovation Term**”). The Club shall have the option to extend the Agreement for up to five (5) additional two (2) year periods (each, a “**Renewal Term**”) by giving written notice to the City not later than October 1 in the last calendar year of the Initial Post-Renovation Term or the then-current Renewal Term, if applicable. Any such notices shall be sent to the City in accordance Section 39 of the Agreement. The Initial Post-Renovation Term and the Renewal Term(s), if any, hereunder are collectively referred to herein as the “**Term**”.

### 3. **CLUB ACTIVITIES AT THE FACILITIES.**

#### (a) Major League Team.

- (i) The Club shall engage in Spring Training of the Major League Team at the Dunedin Facilities, for each Spring Training Season during the Term. Subject to the MLB Rules and Regulations, the Club agrees to cause the Major League Team to play no less than an average of fifteen (15) games at the Dunedin Facilities per Spring Training Season occurring during the Initial Post-Renovation Term (of which at least fourteen (14) will be against other Major League Clubs), for a total of three hundred and seventy five (375) games over the Initial Post-Renovation Term (the “**Total Games Requirement**”). For certainty, games played by the Major League Team against the Canadian national team and games against World Baseball Classic teams will count towards the Total Games Requirement. Games that are cancelled due to inclement weather will be counted as games played relative to the Total Games Requirement, if the appropriate officials have formally cancelled the games citing such inclement weather. Those home games played by the Major League Team hereunder during Spring Training (the “**Home Major League Team ST Games**”) will be played at the Grant Field Facilities.
- (ii) In the event that the number of games to be played at the Dunedin Facilities is reduced pursuant to the MLB Rules and Regulations, the parties will consult with each other and will negotiate in good faith to reach a resolution that will return to each party the benefits contemplated and agreed to in this Agreement as nearly as possible without otherwise adversely affecting the rights and obligations of the parties hereunder.
- (iii) In the event that, upon the expiry of the Initial Post-Renovation Term, the Club has not met the Total Games Requirement, then the Initial Post-Renovation Term will be deemed extended for one (1) additional year and, upon the conclusion of the Spring Training Season

occurring during such additional year, the Club will be deemed to have met the Total Games Requirement. Provided the Club makes reasonable efforts to meet the Total Games Requirement, during the Term, the Major League Team shall be allowed to play Spring Training and exhibition games in which it is designated as the “home” team at sites other than the Dunedin Facilities.

- (b) Minor League Team. During each calendar year of the Term in which the Club engages in Spring Training of the Major League Team at the Dunedin Facilities, the Club shall also engage in home games of the Minor League Team played as part of the Florida State League regular season at the Grant Field Facilities (the “**Home Minor League Team Games**”). The City shall ensure that Dunedin Facilities are available for such uses.
- (c) Additional Uses by the Club. The Club shall be entitled to operate, host, conduct or authorize any or all of the following at the Dunedin Facilities (collectively the “**Additional Club Activities**”):
  - (i) specialty camps and programs for baseball players, whether such players are members of the Club’s Major League Team, Minor League Team or any other team affiliated with the Major League Team and regardless of the time of year during which such camps and programs take place;
  - (ii) rehabilitation programs for baseball players;
  - (iii) “Fantasy Camps” and other similar programs operated for members of the public, corporate partners or others;
  - (iv) games of minor league baseball teams other than the Minor League Team (e.g. Gulf Coast League games);
  - (v) concerts, theatrical performances and any other event intended for general entertainment purposes;
  - (vi) audio / visual shoots; and
  - (vii) such other camps, programs, endeavors, activities and uses as may be determined by the Club from time to time, provided same are not in direct conflict with any specific provision of this Agreement.

#### 4. CLUB-CONTROLLED AREAS.

- (a) The Club shall have the exclusive use of the following portions of the Dunedin Facilities (collectively, the “**Club-Controlled Areas**”):
  - (i) At the Grant Field Facilities: the home clubhouse (including locker rooms, training areas, coaches areas, laundry areas, weight rooms and other adjacent spaces); the visiting clubhouse; all change-rooms; all office spaces and adjacent areas (e.g. balconies, elevators,

server rooms, stairwells, waiting areas), the Concession Facilities; all retail shop locations and related storage areas, all pitching mounds and batting cages / tunnels; all grounds crew and maintenance spaces; all box office buildings and locations; and the private / reserved parking lots; and

- (ii) At the Complex Facilities: the New Training Center; all parking lots excepting the Solon Avenue Parking Lot, all full and half baseball fields other than the Shared Use Practice Fields; all agility fields (covered and uncovered); all batting cages / tunnels; all gang mounds; all grounds crew and maintenance spaces, and the viewing tower / concession building;

and such other spaces, areas and facilities as otherwise may be specifically identified by the parties in the Development Agreement.

The City shall not use or permit use of any of the Club-Controlled Areas without the prior written consent of the Club, which consent may be withheld in the Club's sole and absolute discretion. Without limiting the Club's rights in connection with the Club-Controlled Areas and other portions of the Dunedin Facilities, as of the date hereof, the Club intends to continue its past practice of permitting members of the public to enter upon portions of the Complex Facilities in order to view Spring Training and other Club activities taking place thereon.

- (b) From time to time during the Term, and in accordance with the following, the City may, on occasion, be permitted to use a boardroom or similar meeting space within the Club-Controlled Areas at the Stadium for the purpose of one or more meetings, events or similar uses by public officials or City personnel for conducting official City business (each, a "**City Meeting**"). No City Meeting will be permitted during any Spring Training Season, or outside of normal business hours, and the Club will not have any obligation to permit any specific minimum number of City Meetings. At all times, the Club's operations within the Club-Controlled Areas shall take precedence over any requested City Meeting. Subject to the foregoing, the Club agrees to consider any City requests to schedule a City Meeting as are submitted in writing to the Club's Director, Florida Operations, or such other person designated by the Club from time to time, and to advise the City of whether any particular request is approved or denied. The City may schedule up to seven (7) City Meetings in any calendar year.

##### **5. CITY RESPONSIBILITIES IN CONNECTION WITH ADJACENT CITY BUILDING AND ASSOCIATED PARKING.**

- (a) The Adjacent City Building is not part of the Complex Facilities licensed to the Club pursuant to this Agreement and the City shall have sole control and responsibility for the Adjacent City Building, including, but not limited to, all maintenance, repairs, capital replacement and third party liabilities connected to same.
- (b) The City will have the right to use the Solon Avenue Parking Lot for the purpose of vehicle and pedestrian access to the Adjacent City Building and parking by City staff and visitors to the Adjacent City Building. The City accepts the Solon Avenue Parking Lot on an "as is where is" basis in all such cases and shall not require any action regarding maintenance or

improvements on the part of the Club in connection with the Solon Avenue Parking Lot.

- (c) The City hereby waives any and all rights whether now existing or arising in the future to make any claims of any kind against the Club or any of the Club Group in connection with any loss of or damage to person or property that is in any way caused or contributed to by the playing of or practicing of baseball on or in the Complex Facilities. By way of illustration and not limitation, the Club shall not be responsible for any damage to the Adjacent City Building or to City vehicles parked in the aforementioned parking lot or injury to any individuals using the lot, in each case that may result from baseballs or other activities taking place at the Complex Facilities. Further, notwithstanding anything else in this Agreement, the City shall, to the maximum extent permitted by applicable law, indemnify, defend and hold harmless the Club and the other members of the Club Group from and against any and all Costs, which are caused by, contributed to or in any way associated with the Adjacent City Building and activities occurring in connection therewith, as well as any use of the Solon Avenue Parking Lot by City staff and visitors, including but not limited to, the acts or omissions of such person and any legal proceedings brought by such persons (for example, legal proceedings claiming a right to compensation for injury or damage caused to visitors or their vehicles by baseballs originating from the Complex Facilities).

## 6. PRIORITIZATION OF USE.

- (a) Club Priority. During the Term of this Agreement, and notwithstanding any contrary provision of this Agreement, the Club shall have ultimate scheduling priority at the Dunedin Facilities with respect to:
- (i) all Spring Training games to be played by the Major League Team,
  - (ii) all other Club-related activities occurring during the Spring Training Season, and
  - (iii) any activities or events scheduled by the Club prior to receiving a request from the City for a conflicting date or use.
- (b) Use of Dunedin Facilities by Other Organizations. Excepting only City Events as described in subsection 7(a) hereof and use of the Shared Use Practice Fields pursuant to Section 8, the Club shall have sole authority, specifically including scheduling and administration over use of the Dunedin Facilities by Third Party Organizations, whether for baseball purposes and purposes related thereto, or for such other purposes as may be approved by the Club. The Club may require such payments, indemnifications, contracts and other reasonable guarantees, insurances, protections and written commitments (including, but not limited to, costs of the Club's maintenance and overhead) for Third Party Organizations as it shall deem to be appropriate under the circumstances. Without limiting the Club's rights and discretion pursuant to the foregoing, the Club will make reasonable efforts to continue to coordinate annually with one or both of Dunedin High School and/or the Pinellas County School Board to try and accommodate games and/or practices for the Dunedin High School varsity baseball team at the Dunedin Facilities, to the extent it can do so on terms acceptable to the Club and without hampering or detracting from the activities described in subsection 6(a) or harming the

condition of the baseball fields used for the Club's activities.

## 7. CITY EVENTS.

- (a) General. Subject to subsection 6(a) of this Agreement, the Dunedin Facilities, with the exception of the Restricted Club Areas, will be made reasonably available to the City for public recreational events and other uses, specifically including multi-day public uses and recreational events.
- (b) Scheduling. In order to schedule an event hereunder, the City shall provide the Club, in writing, with the maximum amount of advance notice of the type of event it proposes to schedule, the date(s) and time(s) for the event, the specific portions of the Dunedin Facilities needed for the event, along with all other pertinent details (including, but not limited to, the anticipated number of attendees, whether the event will be ticketed, and the specific activities anticipated to form part of the event). No event will be considered scheduled until the event and the related details are confirmed in writing by the Club's Director, Florida operations or such other individual designated by the Club from time to time. Such Club confirmation may be delivered by email. Upon confirmation in accordance with the foregoing, the event will be deemed to be a "City Event" for the purposes of this Agreement. An example of a City Event that has taken place in the past is the City's Holiday Christmas Parade.
- (c) Responsibility. As between the parties, the City shall have sole and exclusive responsibility for all aspects of each scheduled City Event. Without limiting the generality of the foregoing, unless otherwise specifically agreed by the Club in writing, the City shall be solely and exclusively responsible for:
- (i) any and all costs, expenses and liabilities associated with each City Event,
  - (ii) furnishing any and all personnel, equipment and supplies needed for each City Event,
  - (iii) managing all administration, communications and public relations in connection with each City Event; and
  - (iv) ensuring adequate security and access controls for each City Event.
- (d) Post-Event Cleaning and Return of Dunedin Facilities. Upon the conclusion of each City Event (or, in the case of any multi-day City Event, upon the conclusion of each day of the City Event), the City shall arrange and pay for cleaning of all of those portions of the Dunedin Facilities that were made available to it for the City Event, whether or not all of those portions were in fact utilized. Upon the conclusion of each City Event, the City shall remove all equipment and any other materials, if any, that were brought into the Dunedin Facilities in connection with such City Event and leave the Dunedin Facilities in as good condition as they were in immediately prior to the City, or anyone acting on its behalf, first entering the Dunedin Facilities in connection with the City Event.
- (e) Reimbursement of Club Expenses. City shall reimburse the Club for any and all expenses it

incurs in connection with each City Event, including, but not limited to, any expenses in relation to utilities, supplies and personnel supplied by the Club. During the scheduling process described in subsection 7(b), above, the Club shall provide the City with an estimate of the costs it anticipates incurring in connection with the particular event (based on the details provided by the City), provided that such estimate shall not limit the City's obligation to reimburse the actual expenses hereunder. Within a reasonable period of time following each City Event, the Club shall provide the City with an invoice for its expenses, if any the City shall pay each such invoice within thirty (30) days of receipt.

- (f) City Event Indemnity. Notwithstanding anything else in this Agreement, the City shall, to the maximum extent permitted by applicable law, indemnify, defend and hold harmless the Club and the other members of the Club Group from and against any and all Costs, which are caused by, contributed to or in any way associated with any City Event, including but not limited to, the acts or omissions of persons attending any City Event and any legal proceedings brought by persons attending any City Event.

## 8. CITY CONTROL OF SHARED USE PRACTICE FIELDS.

- (a) City Control Period. During each calendar year of the Term in respect of which the City exercises its option pursuant to subsection 8(b), and subject to the remainder of this Section 8 and the other provisions of this Agreement, the City shall be entitled to the exclusive use of the Shared Use Practice Fields and the Solon Avenue Parking Lot during the period that commences on the day that is one (1) week following the later of the final day of Major League Spring Training and Minor League Spring Training and that ends on November 10 of the same calendar year (the "**City Control Period**").
- (b) City Option. In order to establish the City Control Period in any calendar year of the Term, the City shall be required to provide affirmative written notice of its election to avail itself of the exclusive use of the Shared Use Practice Fields and the Solon Avenue Parking Lot, and such notice must be delivered to the Club between October 1 and December 1 of the immediately preceding calendar year. By way of illustration, if the City wishes to establish the City Control Period during the 2025 calendar year, it shall be required to provide affirmative written notice of its desire to do so, delivered to the Club between October 1 and December 1, 2024. Should the City fail to provide such notice, then there shall be no City Control Period during the applicable calendar year, and the provisions of this Section 8 will not apply in respect of such calendar year (i.e. all fields shall remain under Club control). City Events described in Section 7 of this Agreement may still take place at the Dunedin Facilities under Club Control.
- (c) City Management and Oversight. During the City Control Period, and except as otherwise indicated below, the Shared Use Practice Fields and the Solon Avenue Parking Lot shall, as between the parties, be treated in the same manner as any other parkland or public recreation facility owned or managed by the City and the City shall be solely responsible to manage and oversee the Shared Use Practice Fields, the Solon Avenue Parking Lot, and their use during the City Control Period. The City shall be entitled, acting legally and reasonably and in good faith at all times:

- (i) to create and enforce policies applicable to public use of the Shared Use Practice Fields and the Solon Avenue Parking Lot, and
- (ii) to grant the use of the Shared Use Practice Fields and the Solon Avenue Parking Lot to persons and organizations other than the City (collectively, “**Third Party Organizations**”), and to require such payments, indemnifications, contracts and other reasonable guarantees, insurances, protections and written commitments for Third Party Organizations as it shall deem to be appropriate under the circumstances. For certainty, it is the intention of the parties that, during any calendar year in connection with which the City has exercised its option pursuant to subsection 8(b), above (i.e. a calendar year in which there is a City Control Period), any and all uses of the Shared Use Practice fields by Dunedin Little League or Dunedin High School will be managed by the City hereunder.

For certainty, the City (x) shall be permitted to charge use fees or payments in connection with the Shared Use Practice Fields but not the Solon Avenue Parking Lot, (y) shall not use its oversight and control of the Shared Use Practice Fields or the Solon Avenue Parking Lot for any barter or exchange for the use of facilities controlled by another organization, and (z) shall not engage in or permit any activities on the Shared Use Practice Fields or the Solon Avenue Parking Lot that are competitive with or that have the potential to undermine or negatively impact any of the Club’s operations or activities.

- (d) Ensuring Activities Not Likely to Cause Damage. The City acknowledges and agrees that, notwithstanding its rights hereunder, the primary purpose of the Shared Use Practice Fields is their use by the Major League Team, the Minor League Team and other professional baseball players during Spring Training and the City shall not engage or permit any other person or entity to engage in any behavior or activity that is likely to cause any type of damage to any part of the Shared Use Practice Fields or any adjacent portions of the Dunedin Facilities. By way of illustration and not limitation, (i) the City shall not permit the Shared Use Practice Fields to be used for softball, (ii) the City shall ensure that when bases are placed on the Shared Use Practice Fields they are placed at the correct locations, using standard measurements for baseball (i.e. bases 90 feet apart), and (iii) the City shall not mark lines on the Shared Use Practice Fields or use any products or tools on the Shared Use Practice Fields unless it has discussed same with the Club and received the Club’s approval in advance. In connection with its responsibilities hereunder, the City shall ensure that all uses of the Shared Practice Fields during the City Control Period are supervised by the City.
- (e) City Responsible. Subject only to the following subsection, the City shall be solely, directly and exclusively responsible for any and all expenses associated with the Shared Use Practice Fields and the Solon Avenue Parking Lot, throughout the City Control Period and in connection with same. Further, and notwithstanding anything else in this Agreement, the City shall, to the maximum extent permitted by applicable law, indemnify, defend and hold the Club and the other members of the Club Group harmless from and against any and all Costs which may be caused by, contributed to or in any way associated with the Shared Use Practice Fields and the Solon Avenue Parking Lot, their use during the City Control Period or their administration and oversight by the City, including, but not limited to, any action or other legal

proceeding brought by any user of the Shared Use Practice Fields or the Solon Avenue Parking Lot in connection with any time period that falls within the City Control Period, regardless of the basis of such action or other legal proceeding.

- (f) Base Field Maintenance Activities. Throughout the City Control Period, the Club shall continue to be solely responsible for the Maintenance and Repair of the Shared Use Practice Fields and shall engage in regular day-to-day watering and other similar day-to-day upkeep of same (which does not include painting lines or supplying bases or other similar items). For certainty, the Club shall be responsible to engage only in those day-to-day activities required to maintain the Shared Use Practice Fields to a reasonable standard for public baseball fields (the “**Base Field Maintenance Activities**”) and not to a Major League standard or other similar standard during the City Control Period.
- (g) Base Field Maintenance Costs.
  - (i) The Club will not charge the City any amounts for the following supplies and consumables utilized in connection with the Base Field Maintenance Activities: water and irrigation (not including replacement of irrigation equipment due to damage during the City Control Period), pesticides, fertilizer, paint for outfield lines. In addition, the Club agrees not to charge the City any amounts on account of personnel or equipment costs incurred by the Club in connection with day-to-day basic cutting of grass at the Shared Use Practice Fields.
  - (ii) Subject to the preceding paragraph, the Club will be permitted to charge the City for costs incurred by the Club on account of personnel and materials involved in cleaning up, maintaining and repairing the Shared Use Practice fields during the City Control Period. By way of illustration and not limitation, the Club will be permitted to charge the City for labor and material costs incurred in connection with blowing clay off the grass, raking clay areas, cleaning of dugouts and fields and repairing any damage to the Shared Use Practice Fields. Where the Club is seeking payment in connection with the foregoing, it will send the City an invoice for same and the City will pay all such invoices within thirty (30) days of receipt.
- (h) Utilities Expenses. The City shall reimburse the Club for all electricity and other utilities expenses incurred by it in relation to the Shared Use Practice Fields during the City Control Period. The Club shall be entitled to invoice the City for the aforementioned expenses and the City shall pay all such invoices within thirty (30) days of receipt.
- (i) Reimbursement of Additional Club Costs. In the event that, in order to maintain or repair the fields to the appropriate standards for use by professional baseball players at the conclusion of the City Control Period, the Club undertakes any Maintenance and Repair in excess of the Base Field Maintenance Activities or incurs expenses that would have been reimbursable pursuant to paragraph 8(g)(ii) but were not previously reimbursed, then the City shall reimburse the Club for the expenses incurred by it (in connection with materials, utilities, personnel and equipment). The Club shall be entitled to invoice the City for the aforementioned expenses and the City shall pay all such invoices within thirty (30) days of receipt.

9. **PRIVATE AND PUBLIC USES.** The parties will use reasonable efforts to agree on the shared control and use of the Dunedin Facilities for the entire Term of this Agreement in a manner that will result in the lowest Ad Valorem Tax impact that can be achieved (should such tax be levied against all or part of the Dunedin Facilities), and except as is specifically otherwise provided herein, the Club shall not have the complete exclusive use of any of the Dunedin Facilities (notwithstanding the choice of terminology) and they shall be allocated between a public and a private use in a manner that assures that the taxability of the Dunedin Facilities for Ad Valorem Tax purposes and other applicable taxes, if any, will be at the lowest possible level of property taxes of any kind arising from the use of said Dunedin Facilities by the Club.

10. **OPERATIONAL PERSONNEL.**

- (a) Operational Personnel Provided by the Club. The Club will provide all personnel it determines to be necessary for the conduct of its operations at the Dunedin Facilities for all home Spring Training games played by the Major League Team, all home games played by the Minor League Team, and, save for use by or at the request of the City, all other personnel required for its use and occupancy of the Dunedin Facilities. Without limiting the foregoing, the Club will be responsible to provide personnel for ticket-selling and ushering for all Major League Team Spring Training games, ticket-selling and ushering for all Minor League Team games, and cleaning of Club-Controlled Areas.
- (b) Public Events: The City will be solely responsible for all operational, maintenance, security and other personnel and costs of any kind for City Events and any other events scheduled by or through the City at the Dunedin Facilities. Subject only to the preceding sentence, the City shall not be required to provide any operational, maintenance or security personnel at the Dunedin Facilities.

11. **MAINTENANCE.**

- (a) General. Except as otherwise indicated in this Section 11, Club shall be responsible to arrange and pay for all Maintenance and Repairs of the Dunedin Facilities, including, but not limited to, for greater certainty, Maintenance and Repairs of: (1) Club-Controlled Areas; (2) Scoreboards / Videoboards; (3) public washrooms; (4) elevators and ADA lifts; (5) parking lots (including resurfacing and striping); (6) Stadium seating (including seat backs, bottoms and framing); (7) fencing; (8) protective netting; (9) ornamental landscaping; (10) painted surfaces; (11) irrigation systems; (12) roofs; (13) drainage and utility lines; (14) light standards; and (15) lighting facilities (including bulb replacement and aiming of field lights in accordance with MLB standards). Upon the end of the Term and returning to exclusive possession of the City, the Club shall return the Dunedin Facilities in substantially the same condition as they were at the commencement of the Term, save and except for any City required Maintenance and Repairs, any permitted modifications to the Dunedin Facilities and reasonable wear and tear.
- (b) Exceptions.
  - (i) Where Maintenance and Repairs to the Dunedin Facilities are the result of or related to (1)

City Events, or any public use of the Dunedin Facilities by or through the City or at the City's request, (2) the existence, operation or use of the Adjacent City Building, (3) the use of the Solon Avenue Parking Lot by the City and its guests, or (4) the Shared Use Practice Fields, the Solon Avenue Parking Lot and/or the use of same during the City Control Period, the Club shall undertake the necessary Maintenance and Repairs and the City shall promptly reimburse the Club's costs in respect of same.

(ii) Maintenance and Repairs necessitated by a Casualty Event will be addressed in accordance with Section 24 of this Agreement.

- (c) Playing Fields Maintenance. Subject to the following, the Club shall be solely responsible for Maintenance and Repair of all playing fields at the Dunedin Facilities, and during those periods when in use by the Major League Team, the Minor League Team or other professional baseball players, the Club shall maintain all such playing fields to a standard similar to Major League playing facilities. When any other person or organization desires to use the playing fields for any purpose, the Club shall have the sole and exclusive right to oversee such use and to require modifications to such use if necessary to preserve the condition of the fields for use by professional baseball players and/or to charge fees and expenses to such user(s) in order to compensate the Club for its Maintenance and Repair costs. Excepting City use of playing fields pursuant to Section 8, which shall be addressed in accordance with that Section, where the use of the playing fields is by the City or at the City's request, the City shall reimburse the Club all of its Maintenance and Repair expenses incurred (in connection with materials, utilities, personnel and equipment) in order to maintain or repair the fields to the appropriate standards for use by professional baseball players.
- (d) Standard of Maintenance. The maintenance of the Dunedin Facilities, pursuant to this Agreement, shall be to a standard that they are in good operating condition and shall be cared for in a manner reasonably calculated to preserve and extend their useful life.
- (e) Maintenance Personnel. The Club shall ensure that it employs or contracts for an appropriate number of full and part-time personnel for the purpose of the Maintenance responsibilities set forth herein. When acting on the Club's behalf, such persons shall not be deemed to be the agents or employees of the City in any manner whatsoever.

## 12. TICKET SALES AND REVENUE.

- (a) Ticket Prices and Charges. The Club shall have the sole right and responsibility to set ticket prices and other admission charges, as well as any associated service, delivery, processing and other charges (collectively, the "Admission Fees") in connection with all Club Activities.
- (b) Ticketing Operations. The Club shall have the sole right and responsibility to manage all ticketing operations (including but not limited to personnel, and the selection of any software or third party service providers) in connection with all Club Activities.
- (c) Right to Collect and Retain Revenues. The Club shall have the sole right and responsibility to collect and retain all revenues from the foregoing activities

- (d) Capital Replacement Surcharge. Notwithstanding the foregoing, the Club hereby agrees to impose a surcharge in the amount of Two Dollars in United States currency (USD \$2.00) (inclusive of all applicable taxes) (the “**Capital Replacement Surcharge**”) on the first (i.e. the “primary”) sale of each admission ticket to a Major League Team Game played at the Grant Field Facilities during the Term, exclusive only of complimentary tickets issued by the Club. For certainty, the Club shall have the sole discretion to modify the amount of the Capital Replacement Surcharge provided that it does not reduce it below the aforementioned amount. The Capital Replacement Surcharge will be shown on each such ticket and added to the ticket price and paid directly by ticket purchasers. Within sixty (60) days following the conclusion of each Spring Training Season during the Term, the Club shall remit to the City the aggregate of all Capital Replacement Surcharges collected during such Spring Training Season, less any taxes paid in connection with same. However, the Capital Improvement Surcharge shall not include any amounts collected in connection with refunded tickets. The City shall immediately deposit all amounts received hereunder into the Capital Replacement Fund maintained by the City in accordance with Section 33 of this Agreement.

### 13. FOOD AND BEVERAGE CONCESSIONS.

- (a) Food and Beverage Concessions. The Club shall have the exclusive right and responsibility to oversee, manage and operate all food and beverage preparation, sales and distribution at and from the Dunedin Facilities, specifically including utilizing the Concessions Facilities and the Concessions Equipment (collectively, the “**Food and Beverage Concessions**”). The Club shall be solely entitled to collect and retain all revenues generated from the Food and Beverage Concessions. Without limiting the foregoing, the Club shall be entitled to exclusively operate the Food and Beverage Concessions during Home Major League Team ST Games and Home Minor League Team Games. The Club shall have the exclusive right to use the Concessions Equipment that exists as of the Threshold Date, and the Club shall be solely responsible for any maintenance, repair or replacement of same during the Term (for certainty, the Club shall be permitted to require a Food and Beverage Concessionaire (defined below) or other third party to provide and pay for some or all of such repair, maintenance or replacement). Further, any additions or modification to Concession Equipment during the Term will be at the Club’s sole expense, unless otherwise agreed by the City or paid for by the Food and Beverage Concessionaire or other third party. The Club will also have the sole right and responsibility for all food and beverage matters within the Club-Controlled Areas and for the maintenance, repair and, when determined by the Club to be necessary, replacement of cooking and other kitchen equipment.
- (b) Third Party Concessionaire. The Club shall have the right to contract with one or more third parties in order to manage any of the aforementioned rights and responsibilities on its behalf (the “**Food and Beverage Concessionaire**”).
- (c) Local Foods and Beverages. The Club shall endeavor to achieve the City’s public policy to incorporate local ingredients, products and/or vendors into the food and beverage service at the Stadium during Home Major League Team ST Games. By way of illustration, the Club may seek to include locally-brewed beers in the selection of beers made available for purchase

or the Club may seek to include locally sourced fish and/or other food products and ingredients. The Club agrees that, during each Spring Training Season, it shall stock and sell (or have its Food and Beverage Concessionaire) stock and sell at least one (1) food or beverage product that is produced or manufactured locally or produced or manufactured by a person or entity that is commonly recognized as being local. In cooperation of the Club's efforts described above, the City agrees to assist the Club in negotiating preferred pricing, delivery, insurance and other arrangements in connection with local ingredients, products and vendors. In the event that the Club and/or the Food and Beverage Concessionaire establishes an annual process to review and consider food and beverage selection at the Dunedin Facilities, the Club shall make reasonable efforts to include the City in such process or to obtain input from the City in connection with same. The concepts set forth herein shall be pursued in good faith but shall not create an event of a default under this Agreement and shall not limit the Club's rights and obligations to any third parties, specifically including the Food and Beverage Concessionaire.

- (d) Alterations to Concession Facilities. The Club shall not make any material structural alterations or improvements to the Concession Facilities without providing prior written notification to the City and seeking the City's prior consent, which consent will not be unreasonably withheld. Any alterations or improvements shall be done in a commercially reasonable and workmanlike manner that are complimentary to the Project design as set forth in the Development Agreement.
- (e) Food and Beverages at City Events. In the event that the City desires to offer food and/or beverages at any approved City Event, the City shall notify the Club in writing of such desire a minimum of forty five (45) days in advance of the applicable City Event date. Upon receipt of such notice, the Club and/or the Food and Beverage Concessionaire (as applicable) shall consider the City's request. If the Club and/or the Food and Beverage Concessionaire (as applicable), is agreeable to provide food and beverage service at the applicable City Event, a written response regarding said service, along with any terms and conditions that may apply shall be provided to the City. Upon receiving any such written response, the City shall promptly notify the Club confirming its intentions to proceed with or decline the service and proposed terms and conditions. In the event that the Club and/or the Food and Beverage Concessionaire (as applicable) decline to provide food and beverage service at the applicable City Event, or if the City declines service offered in accordance with the foregoing, then the Concession Facilities shall not be in use at the applicable City Event.
- (f) City Cooperation. During the Term of this Agreement, the City will cooperate with the Club to obtain such consents, permissions or licenses as may be required to allow the Club, exclusively, to sell or authorize the sale of alcoholic beverages (and any other food or beverage items that require a license) during Home Major League Team ST Games, Home Minor League Team Games and Club Activities. Throughout the Term, the Club, either directly or through a Food and Beverage Concessionaire contracted for the purpose of and beverage sales, shall be entitled to obtain a liquor license from the appropriate authorities for the operation of the Concession Facilities. In the event that the City sells alcoholic beverages within the Dunedin Facilities during City events, the City will be responsible for obtaining the necessary license for the same or utilizing the Food and Beverage Concessionaire if the sale of alcoholic beverages is an exclusive right in the Food and Beverage Concessionaire agreement. The Club

shall communicate with the City regarding any such terms that may be included in the Food and Beverage Concessionaire agreement. In the event that the Food and Beverage Concessionaire declines to provide service of alcoholic beverages for any City Event and the City desires to do so itself, the Club will make reasonable efforts to cause the Food and Beverage Concessionaire to place its liquor license in escrow or take other reasonable steps as may be necessary to permit the City to obtain its own liquor license (provided that if any out-of-pocket costs are incurred in doing so, the City shall be responsible to reimburse same).

#### **14. OTHER CONCESSIONS AND MERCHANDISE.**

- (a) Club Control. Subject only to the following subsection, the Club shall have the sole right and responsibility to control the sale of all merchandise, novelties, program and other items at the Dunedin Facilities and shall have the exclusive control of all spaces and equipment utilized for the foregoing. The Club shall be free to contract with a third party to operate any or all of the foregoing on terms and conditions approved by the Club in its sole and absolute discretion. The Club shall have the sole right and responsibility to collect and retain all revenues from the foregoing activities.
- (b) Merchandise at City Events. Subject to the other provisions of this Agreement related to City Events, the City shall, during City Events taking place at the Dunedin Facilities, be permitted to distribute and/or sell a reasonable amount of event-related clothing items and other similar event-related merchandise and to collect and retain all revenues therefrom. The City will be solely responsible for all costs and expenses associated with the foregoing. For certainty, event-related merchandise specifically excludes any merchandise that relates to baseball in any way and any merchandise that bears any intellectual property owned or controlled by the Club or Major League Baseball, including but not limited to merchandise that bears any names, logos, and/or fonts related to the Major League Team or the Minor League Team or that bears the name or likeness of the Stadium.

**15. PARKING.** Except as otherwise specified in this Agreement, the Club shall have the sole right and responsibility to control all vehicle parking at the Dunedin Facilities and to collect and retain all revenues generated from same. Notwithstanding the foregoing and unless otherwise mutually agreed, for City Events held at the Dunedin Facilities, the City shall have the right to control the public parking areas (i.e. those parking lots not included in the Club-Controlled Areas). Either party will be entitled to establish off-site parking for Home Major League Team ST Games or Home Minor League Team Games. In the event that a party does so, such party will be entitled to collect and retain any revenues generated from the off-site parking it establishes and will be responsible for any expenses associated with same, including shuttle transportation services, if any. The parties hereby agree to communicate proactively and in good faith regarding the establishment of any off-site parking.

**16. BROADCAST RIGHTS AND REVENUE.** The Club shall have all of the radio, television, internet, wireless and other broadcast and distribution rights, whether now known or hereafter invented, in connection with the Major League Team, the Minor League Team and all Club Activities, and the Club shall be solely entitled to collect and retain all revenues associated with the foregoing.

## 17. ADVERTISING, MARKETING AND SPONSORSHIP.

- (a) Club Rights. The Club shall have all advertising, sponsorship, marketing and related rights in connection with the Major League Team, the Minor League Team and all Club Activities, and the Club shall be solely entitled to collect and retain all revenues associated with the foregoing and those otherwise generated from the Club's activities at the Dunedin Facilities. By way of illustration and not limitation, the Club shall be solely entitled to collect and retain all revenues generated by fence signs, Scoreboards / Videoboards, signboards, billboards, pamphlets, cards and programs; and from the sale or rental of Club and other merchandise, novelties and seat cushions. The Club shall be entitled to all revenue arising from or incidental to the operation of all Club Activities not otherwise expressly dealt with under the terms of this Agreement.
- (b) Promotional Properties to be Provided by the Club to the City. Unless otherwise mutually agreed by the parties in writing, during each Major League Team Home ST Game played at Dunedin Stadium during the Term, the Club shall provide the City with access to the following promotional assets, which shall be used by the City for the sole purpose of promoting the City as a tourist destination:
- (i) *Main Video Display Messaging*. One (1) thirty (30) second audio / visual spot on the Stadium's main video display. The foregoing spot will run during the pre-game period, and
- (ii) *Outfield Wall Sign*. One (1) static "single outfield billboard" (approximate dimensions of at least four feet (4') high by eight feet (8') wide) on Dunedin Stadium's outfield wall in fair territory. The Club shall have the right to place a border or frame around all edges of the foregoing sign, which border or frame may obscure portions of such sign's edges. Final signage location is in the discretion of the Club.

The Club will have the right to pre-approve creative, artwork and commercial content in respect of all signage, audio and video display properties located on or within Dunedin Stadium and all other promotional properties that the City has been granted the right to utilize pursuant to this Agreement (collectively, the "**Promotional Properties**"). All creative, production and installation costs of the Promotional Properties, including but not limited to any replacement costs for signage and any costs to format moving video, sound and/or commercial spots, if any, for display on the applicable Stadium video boards and/or monitors, will be the sole responsibility of the City. The Club will make reasonable commercial efforts, subject to its right to modify the physical layout of Dunedin Stadium, its technology and fixtures (including signage display spaces and video boards and monitors), as well as its right to change its technology and third party service providers (which may impact specific rights and assets available to the Club), to provide the City with the Promotional Properties specified above. In the event that the Club is unable to deliver one or more of these items as specified, this will not constitute a breach of the Agreement, and the parties will mutually agree, acting reasonably, on an acceptable replacement, of reasonably similar value and/or exposure, for such undelivered Promotional Properties.

(c) Promotional Properties and Signage to be Provided by the City. Unless otherwise mutually agreed by the parties in writing or the City is unable to deliver on the following commitments despite the exercise of appropriate diligence and reasonable commercial efforts, in each calendar year of the Term the City shall be responsible to provide the following signage spaces and other items for the benefit of the Club:

(i) *Street Light-Affixed Banners for the Promotion of Home Major League ST Games*. Throughout the months of February and March of each calendar year, the Club shall have the exclusive use of banner display spaces on at least fifty five (55) light poles on Main Street and Douglas Avenue in Dunedin. The approximate size of the banner that will be displayed in each of the foregoing spaces is approximately thirty five and one half inches (35.5”) in height by eighteen inches (18”) in width. The Club shall be solely responsible for the creative design of the banners to be displayed in the foregoing spaces and for the production costs of same. The City shall be solely responsible for the installation and removal of the banners, at the City’s expense,

(ii) *Street Light-Affixed Banners for the Promotion of Home Minor League Games*. Throughout the month of April of each calendar year, the Club shall have the exclusive use of banner display spaces on at least thirty (30) light poles on Main Street and Douglas Avenue in Dunedin. The approximate size of the banner that will be displayed in each of the foregoing spaces is approximately thirty five and one half inches (35.5”) in height by eighteen inches (18”) in width. The Club shall be solely responsible for the creative design of the banners to be displayed in the foregoing spaces and for the production costs of same. The City shall be solely responsible for the installation and removal of the banners, at the City’s expense,

(iii) *“Spring Training Home of the Toronto Blue Jays” City Signage*. The City will ensure that prominent signage continues to be displayed on or adjacent to all of the main roadways into the City indicating that the City is the *“Spring Training Home of the Toronto Blue Jays”*. The City shall bear all of the costs of such signage and the Club shall have the right to approve and/or request changes to same from time to time (e.g. to ensure that the Club’s intellectual property is appropriately represented), and

(iv) *Directional and Street Signs*. The City will ensure that there is ample street signage and directional signage located throughout the City that directs persons to the location of Dunedin Stadium. For certainty, the City will be solely responsible for the costs of such signage and shall ensure that it always contains the then-current name of the facility.

## 18. PROGRAMS AND OTHER PUBLICATIONS.

(a) The Club shall have the sole right to produce, sell and distribute programs and other publications at all Home Major League Team ST Games and at other such times as the Club deems appropriate and shall be entitled to all revenues derived therefrom. For clarity, the Club shall have the discretion to retain one or more third parties in order to exercise some or all of its rights hereunder and, further, the Club shall have the discretion not to produce a program.

- (b) In any Spring Training Season during the Initial Post-Renovation Term in which the Club in fact produces (or retains a third party to produce) a program to be sold at Home Major League Team ST Games (each, a “**Major League Team ST Program**”), the Club shall provide to the City two (2) pages of complimentary space in each program. Unless otherwise agreed by the Club in its sole discretion, the City will be permitted to use one page for a “welcome letter” from the City and/or the Dunedin Chamber of Commerce, and the other page for the purposes of marketing the City as a tourist destination. For certainty, the Club shall be entitled to approve of all City-proposed creative and content prior to any publication of same. None of the City content shall include any third party brands or references unless otherwise approved by the Club in writing in its sole discretion. The City’s rights to make use of the foregoing complimentary space shall, at all times, be subject to the Club’s (or the third party publisher’s) creative requirements, submission deadlines and other content, formatting and other requirements and the City shall be solely responsible for any production and other costs associated with its content and any required modifications to same.

**19. PUBLIC ADDRESS SYSTEMS, SCOREBOARDS / VIDEOBOARDS AND SIGNBOARDS.**

- (a) The Club shall be entitled to operate and to control the operation of all of the following as are located within the Stadium or otherwise on or within the Dunedin Facilities:
- (i) public address systems, speakers along with all related audio equipment (“**Audio Technologies**”), and
  - (ii) scoreboards, videoboards, signboards, billboards and all other video, screens and signage-type spaces, along with all related equipment and technology (collectively, the “**Scoreboards / Videoboards**”)

and the City will not operate, use or permit the operation or other use of the Audio Technologies or Scoreboards / Videoboards without the prior written consent of the Club, which consent may be granted, conditioned or delayed in the sole and absolute discretion of the Club. The City will indemnify, defend and hold harmless the Club and the other members of the Club Group from and against any and all Costs that may result from the use of Audio Technologies or Scoreboards / Videoboards by the City, or by third parties where the City explicitly or implicitly authorized the use, in each case with or without the consent of the Club. As of the date hereof, it is the intention of the parties that, for City Events, the Club will operate the Audio Technologies and Scoreboards / Videoboards and the City will reimburse the costs of same pursuant to subsection 7(e).

- (b) It is acknowledged that the exterior sign at the Grant Field Facilities (located in proximity to the intersection of Douglas Avenue and Beltrees Avenue) is the property of the Club, and upon any termination of this Agreement, the Club shall be entitled to remove its sign from the Grant Field Facilities provided such sign is replaced by a sign that is acceptable to the City, acting reasonably.

## 20. NAMING RIGHTS.

- (a) Club Control. The City hereby grants the Club the sole and exclusive right to grant or sell naming rights to the Grant Field Facilities, the Complex Facilities, the Stadium, the Training Center and any portion of any of the foregoing (collectively, the “**Nameable Properties**”). The City will not be responsible for any costs of implementing or maintaining any naming rights arrangements established by the Club hereunder; however, the City will cooperate in ensuring that any naming rights arrangement so established is respected (for example, by ensuring that any City references to a Nameable Property – including City signage and publications - are updated in accordance with such naming rights arrangements). The Club agrees to proceed with diligence to make reasonable efforts to market the naming of the Grant Field Facilities or the Stadium (in the Club’s discretion). The City shall not have a veto or approval right over the name of the Nameable Properties, however, the Club agrees to keep the City reasonably apprised (subject to any obligations of confidentiality or commercially reasonable discretion during negotiations) of potential naming opportunities under consideration. In connection with the rights set forth herein, the Club may grant to Pinellas County (or one of its departments or agencies) the right to place a Pinellas County-related name on one or more of the Nameable Properties for any period of the Term.
- (b) Vanech Agreement and Historic Names. In exercising its rights pursuant to the preceding subsection, the Club agrees to abide by any applicable limitations contained in the February 16, 1989 “Recreational Development Agreement” between the City and the representatives of the Estate of Louis A. Vanech. In addition, the Club agrees, subject to mutual agreement on size, materials, contents and location, to permit the City to display a plaque, sign, statue or other agreed-upon form of recognition, at (i) the Grant Field Facilities in honor of A.J. Grant, former mayor of the City, and (ii) the Engelbert Site in honor of Cecil P. Englebert, also a former mayor of the City.
- (c) Annual Naming Rights Revenues. Annual Naming Rights Revenues in each calendar year of the Term, if any, shall be accounted for as follows:
- (i) In the event that the Club receives more than one thousand dollars (\$1,000) of Annual Naming Rights Revenues in any particular calendar year of the Term, but less than one hundred thousand one dollars (\$100,001), the Club shall pay all of the Annual Naming Rights Revenues received by it to the City and the City shall deposit same into the Capital Replacement Fund maintained in accordance with Section 33 hereof,
- (ii) In the event that the Club receives more than one hundred thousand one dollars (\$100,001) of Annual Naming Rights Revenues in any particular calendar year of the Term, but less than two hundred and fifty thousand and one dollars (\$250,001), the Club shall pay the following amount to the City and the City shall deposit same into the Capital Replacement Fund maintained in accordance with Section 33 hereof: one hundred thousand dollars (\$100,000) plus fifty percent (50%) of the Annual Naming Rights Revenue received by the Club in excess of one hundred thousand one dollars (\$100,001), or

(iii) In the event that the Club receives more than two hundred and fifty thousand dollars (\$250,001) of Annual Naming Rights Revenues in any particular calendar year of the Term, the Club shall pay the following amount to the City and the City shall deposit same into the Capital Replacement Fund maintained in accordance with Section 33 hereof: one hundred seventy five thousand dollars (\$175,000).

In no event will the Club be obligated to contribute greater than one hundred and seventy five thousand dollars (\$175,000) to the Capital Replacement Fund in connection with any single calendar year of the Term.

21. **OTHER REVENUE.** Except for fees generated by the City in connection with its use and oversight of the Shared Use Practice Fields pursuant to Section 8 of this Agreement, the Club shall be entitled to any and all fees from third-parties for use of the Dunedin Facilities during the Term, as well as any other monies, fees and revenues, without limitation, generated pursuant to other revenue streams not enumerated elsewhere in this Agreement.

## 22. CITY LUXURY SUITE USE.

(a) During each calendar year of the Initial Post-Renovation Term, the City will be permitted to use one of the standard-sized luxury suites at Dunedin Stadium during up to:

(i) Four (4) Home Major League Team ST Games, and

(ii) Four (4) Home Minor League Team Games.

(b) In order to secure suite use hereunder for any specific calendar year of the Initial Post-Renovation Term, the City shall be required to give the Club written notice (which may include email):

(i) of the specific Home Major League Team ST Game dates requested on or before November 15 of the immediately preceding calendar year (or such later date that is no more than fifteen (15) days after the publication of the Major League Team's Spring Training schedule), and

(ii) of the specific Home Minor League Team Game dates requested on or before November 15 of the immediately preceding calendar year (or such later date that is no more than fifteen (15) days after the publication of the Minor League Team's schedule).

Within two (2) weeks of receiving either of the foregoing notices, the Club will confirm in writing to the City whether the dates requested are in fact available and, if not, any alternate dates that are available. The City shall then confirm in writing whether the dates provided by the Club are acceptable and, upon confirmation, those dates will be considered reserved for the City's use (the "**Reserved Dates**"). If the City does not provide notice in accordance with the foregoing, the Club shall be relieved of its obligations hereunder for the remainder of that calendar year only. Similarly, if the City requests use of a suite for less than the maximum number of possible games or the parties agree that the Reserved Dates shall be for less than

the maximum number of possible games, the Club shall be relieved of its obligations in connection with any such additional games for the remainder of that calendar year only.

- (c) Subject to any capacity limitations that may exist pursuant to fire codes, liquor licenses or any other laws, regulations or licenses, the City will receive up to sixteen (16) admission tickets for each of the Reserved Dates. The City's use of a luxury suite hereunder for the Reserved Dates shall not be subject to any license fee or any fee for admission tickets. The City shall, however, be responsible to pay for any and all food and beverage (at standard prices from time to time and subject to any and all minimum charges), as well as any host or hostess costs. In addition, the City's use of a luxury suite will be subject to the Club's standard luxury suite license agreement terms in place from time to time (which the Club will be permitted to deliver to the City by any means, including email and which will be deemed to be incorporate by reference into this Agreement).

**23. CITY CEREMONIAL FIRST PITCH.** Elected members of the Dunedin City Commission shall have the opportunity to participate, along with representatives of Pinellas County and/or the Club, in the ceremonial pitch that occurs at the first game played at Dunedin Stadium during the Term. Thereafter, City representative(s) shall have the opportunity to participate in a ceremonial first pitch prior to one (1) Home Major League Team ST Game in each Spring Training Season during the Term.

**24. DAMAGES OR DESTRUCTION OF DUNEDIN FACILITIES.**

- (a) Casualty Event. If the Dunedin Facilities are damaged or destroyed by hazard, fire, lightning, smoke, windstorm, flood, hurricane, rain, snow, mold, earthquake, sinkhole, mudslide, other earth movements, malicious damage, war, insurrection, riot, terrorism (whether certified or uncertified) or other similar casualty (each, a "**Casualty Event**"), the City shall be obligated to repair and rebuild the damaged or destroyed portion of the Dunedin Facilities with thorough diligence, acting in good faith, to its condition immediately before such loss or the condition required by law, whichever is greater (the "**Restoration Standard**"). The City shall use the proceeds from the property insurance maintained by the City on the Dunedin Facilities and its structural components (as further described in subsection 30(b) of this Agreement). In the event that the funds available from the aforementioned insurance proceeds are not sufficient to cover the cost of the repairs or rebuilding, the City shall be responsible to provide the additional funds. The City shall promptly commence and shall diligently proceed to complete the repair and reconstruction of the Dunedin Facilities as soon as possible after the occurrence of the applicable Casualty Event.
- (b) Significant Casualty Event Occurring During Final Five (5) Years of the Term. If a Casualty Event occurs during the final five (5) years of the Term of this Agreement (including any Renewal Term) and the reasonable estimate of the cost to repair or rebuild the Dunedin Facilities (as supported by a minimum of three (3) independent written quotes secured by the City and verified by the Club) exceeds USD \$40,500,000 (adjusted for inflation in accordance with the Turner Building Cost Index or, alternatively in the event that the Turner Building Cost Index should cease to be utilized as an industry-wide tool for non-residential construction costs, the Producer Price Index for Non-residential Building Construction) then the Club shall have the right, exercisable in writing within forty five (45) days of the Club receiving the

aforementioned cost estimate (the “**Cut-Off Date**”), to extend the Term of the Agreement by an five (5) years. In the event that the Club does not exercise the foregoing right to extend the Term of the Agreement, the Agreement will automatically terminate thirty (30) days following the Cut-Off Date. In the event the Club does exercise the foregoing right extend the Term of the Agreement, the Term of the Agreement will be extended accordingly and the Agreement (including the remainder of this Section 24) will apply without modification. For certainty, if the Club exercises the foregoing option during the Initial Post-Renovation Term, then the Initial Post-Renovation Term will be deemed extended by five (5) years, whereas if the Club exercises the foregoing option during a Renewal Term, that particular Renewal Term will be deemed extended by five (5) years.

- (c) Meeting and Discussion Following Casualty Event. The parties will make reasonable efforts to meet within fifteen (15) days following the occurrence of any Casualty Event, and thereafter from time to time when necessary to do so, in order to consider and discuss matters that may be pertinent to the efficient and effective repair and restoration of the Dunedin Facilities (e.g. the extent of damage, the degree of impact on the Club’s operations, possible approaches to timing and scheduling of repairs). In the event that the parties mutually agree that any modifications to the process and deadlines set out below are necessary and appropriate (which neither party shall be obligated to do), such modifications shall only be effective where documented in writing and approved (signed) by the Club’s signing officers and the City Manager for the City of Dunedin or his / her designee.
  
- (d) Repair / Reconstruction Process and Progress Points. Unless otherwise mutually agreed by the parties in writing in accordance with the preceding subsection, upon the occurrence of a Casualty Event, the City, acting reasonably and in good faith, shall be required to abide by the following process and the deadlines contained therein:
  - (i) *Forty five (45) Day Progress Point*. Within forty five (45) days following the occurrence of a Casualty Event, the City shall have taken all actions reasonably available to it to initiate and expedite the process of repairing or rebuilding the Dunedin Facilities, including, without limitation:
    - (A) Filing an insurance claim and providing any and all information required or requested by the applicable insurance carriers and their agents, and
    - (B) Completing an assessment of the damage (structural and otherwise) by one or more qualified, licensed, appropriately experienced architects and engineers.
  
  - (ii) *Nine (9) Month Progress Point*. Within nine (9) months following the occurrence of a Casualty Event, the City shall have made substantial and material progress towards commencement of the actual repair and reconstruction of the Dunedin Facilities, including, without limitation:
    - (A) Having received or reserved all of the funds necessary to pay for all of the costs of the repair and reconstruction (in the form of insurance proceeds, or funds or a combination of both), and

(B) Having hired all necessary firms to complete the repair and reconstruction (i.e. architects, engineers and construction firms).

(iii) *Twelve (12) Month Progress Point.* Within twelve (12) months following the occurrence of a Casualty Event, the City shall have commenced the actual repair and reconstruction of the Dunedin Facilities (i.e. “shovels in the ground”).

(iv) *Eighteen (18) Month Progress Point.* Within eighteen (18) months following the occurrence of a Casualty Event, the City shall have made substantial and material progress towards completing the actual repair and reconstruction of the Dunedin Facilities.

(v) *Twenty Four (24) Month Progress Point.* Within twenty four months (24) months following the occurrence of a Casualty Event, the City shall have completed the actual repair and reconstruction of the Dunedin Facilities, in accordance with the Restoration Standard.

The City shall provide regular written updates to the Club as to its progress in regard to all of the above progress points, and shall provide the Club with any and all available information in connection with the Casualty Event and all matters related to the repair and reconstruction of the Dunedin Facilities (including any insurance claims and any other related matters). The Club shall have full rights of input and consultation in regard every part of the above process and, further, the Club shall have approval rights, acting reasonably, in regard to all decisions that could be reasonably expected to affect its current or future use of the Dunedin Facilities. The City and the Club will consult with each other to determine the extent of damage and the most effective plan for the City to implement and complete the repair and reconstruction process within the shortest possible time.

(e) Matters Pertaining to City Repair and Rebuilding. The City shall undertake the rebuilding and repair of the damaged facilities in accordance with the plan mutually agreeable to the City and the Club. To the fullest extent permitted by applicable law, the City will expedite any required procurement process to obtain the necessary services required to complete the repair and rebuilding of the damaged or destroyed Dunedin Facilities. In completing the repairs and rebuilding of the Dunedin Facilities, the City will give priority to restoring any damage caused to the Spring Training practice fields and player development and rehabilitation facilities located at the Englebert / Vanech Recreational Complex in order to reduce, to the fullest possible, any loss of use of such facilities during the Spring Training Season.

(f) Interference with Club Operations. If a Casualty Event or any resultant repair or reconstruction effort interferes with the Club’s operations, activities or its use the Dunedin Facilities (a “**Casualty Event Interference**”), then, notwithstanding anything else in this Agreement, the Club will be temporarily authorized to use other facilities and to schedule some or all of its activities and/or events, including but not limited to Home Major League Team ST Games, at other facilities, without limitation. During any calendar year of the Term in which there is a period of Casualty Event Interference that impacts the playing of Home Major League Team ST Games at the Stadium:

(i) the Club's obligation to provide the City with any marketing assets, suite use and other

similar rights and benefits will be suspended,

- (ii) the Club's obligation to impose, collect and remit the Capital Replacement Surcharge will be suspended,
- (iii) the Club's obligation to remit amounts pursuant to subsection 20(a) of the Agreement (Naming Rights payments) will be suspended, and
- (iv) the Club will be deemed to have played the required number of such games as specified subsection 3(a) of the Agreement.

For certainty, where a Casualty Event Interference prevents all or most of the Major League Team from utilizing the New Training Center or other portions of the Complex Site for its / their intended purposes and the Club makes use of other facilities for the Major League Team, then those events will be deemed to have impacted the playing of Home Major League Team ST Games at the Stadium.

**(g) Annual Capital Contribution Following Casualty Event.**

- (i) If the City fails to achieve any of the requirements of paragraph 24(d)(i) or 24(d)(ii), above, within the stated timeframes (or such longer period to which the Club may agree in writing) then the Club's obligation to make the Annual Capital Contribution will be suspended from the date of the City's failure until the date upon which the City has returned the Dunedin Facilities to the Restoration Standard.
- (ii) If the City meets the requirements of paragraphs 24(d)(i) and 24(d)(ii), above, within the stated timeframes (or such longer period to which the Club may agree in writing), then during the initial twelve (12) month period immediately following Casualty Event, the Club's obligations under this Agreement to make the Annual Capital Contribution will continue. If the repair and/or rebuilding of the damaged facilities to the Restoration Standard is not completed within twelve (12) months following the applicable Casualty Event, then, subject to the following sentence, the Club's obligation to make the Annual Capital Contribution will be reduced by fifty percent (50%). If the repair and/or rebuilding of the damaged facilities to the Restoration Standard is not completed within eighteen (18) months following the applicable Casualty Event, then the Club's obligation to make the Annual Capital Contribution will be suspended. By way of example, if the repair and rebuilding takes twenty (20) months to complete, the Club would pay the Annual Capital Contribution in full for the first 12 months, the Club would pay 50% of that portion of the Annual Capital Contribution attributable the next 6 months and the Club would have no payment obligation in connection with that portion of the Annual Capital Contribution that attributable to the final 2 months.

If there is an overpayment of the Annual Capital Contribution by the Club to the City as a result of the operation of this subsection 24(g), the City will promptly refund any such overpayments to the Club.

(h) Club Self-Help and Termination Rights. If the City fails to achieve any one or more of the requirements of paragraphs 24(d)(iii), 24(d)(iv) or 24(d)(v), above, within the stated timeframes (or such longer period to which the Club may agree in writing) or fails to meet the Restoration Standard, the Club shall have the following rights:

(i) to engage in self-help to complete the repair and reconstruction of the Dunedin Facilities, and/or

(ii) to terminate this Agreement.

The Club may exercise its rights described herein upon written notice to the City delivered within thirty (30) days following the passage of the applicable timeframe (or such longer period to which the Club agreed in writing). In the event that the Club elects to complete repair and reconstruction of the Dunedin Facilities, the City shall cooperate in good faith to transition all responsibilities for construction oversight to the Club and to provide the Club reasonable access to the balance of all insurance proceeds awarded to the City and, upon the City doing so, the Club shall forego its termination right hereunder. Upon a termination by the Club hereunder, all of the parties' obligations under the Agreement, excepting those specifically identified as surviving termination, shall cease.

(i) Club Disaster Mitigation Plan. Prior to the Threshold Date and a minimum of every five (5) years thereafter, the Club shall prepare (or as applicable, review and where necessary, update) a disaster mitigation plan in which the Club articulates the procedures the Club intends to follow in order to mitigate potential losses from common natural disasters such as hurricanes (the "**Disaster Mitigation Plan**"). The Club will endeavor to satisfy reasonable City requirements in connection with the development of its Disaster Mitigation Plan, provided that such requirements are provided to the Club in writing by the City in advance and further provided that such requirements are in fact applicable to the City itself and to all licensees of City-controlled property and facilities. The Club will be permitted to get independent input and advice in connection with its Disaster Mitigation Plan and where such input and advice conflicts with City requirements, the parties shall discuss same and attempt to reach a mutually agreeable resolution. The Disaster Mitigation Plan is intended as a preparatory resource that may help guide the Club's actions in the event of certain potential events and neither the Disaster Mitigation Plan nor anything contained in this subsection 24(i) herein shall serve reduce, eliminate or derogate from the City's obligations as set out in this Section 24.

(j) Casualty Event Caused by Club Misconduct. In the event that a Casualty Event is caused solely and exclusively by the gross negligence or willful misconduct of the Club (including its employees and agents), all of the foregoing provisions shall apply as written, except that the paragraph 24(g)(ii), above, shall be deemed to be modified so that:

(i) there will be no reduction to the Annual Capital Contribution until the passage of eighteen (18) months following the applicable Casualty Event (instead of twelve (12) months), and

(ii) following the passage of such eighteen (18) month period, the Annual Capital Contribution will be reduced by fifty percent (50%).

By way of example, if, in the circumstances described in this subsection 24(j), the repair and rebuilding takes twenty (20) months to complete, the Club would pay the Annual Capital Contribution in full for the first 18 months, and the Club would pay 50% of that portion of the Annual Capital Contribution attributable the next 2 months.

**25. PERSONAL PROPERTY.** All areas of the buildings on the Dunedin Facilities designed to contain equipment or personal property, including without limitation the Concession Facilities, shall be designed in a manner to be secured for the protection of such equipment or other items of personal property. Any equipment or personal property brought into buildings on the Dunedin Facilities by the Club or any other user organization shall remain the property of the Club or user organization and shall be used only with the permission of the Club or user organization. In the event that any such use is allowed with the Club's permission, the user of the equipment or personal property will be responsible for any damage to the equipment or personal property so used and the Club shall no responsibility therefore. The City shall not otherwise be responsible for the loss or damage to any equipment or personal property on the Dunedin Facilities caused by vandalism, hazard, or other matter outside the control of the City.

**26. UTILITY COSTS AND RECLAIMED WATER.**

- (a) The Club shall be responsible for all utility costs to the Dunedin Facilities, except for utilities to be paid for by the City pursuant to the terms of this Agreement, including utility costs in respect of all City Events and utility costs in connection with the Shared Use Practice Fields during the City Control Period. Utility costs attributable to the use of the Dunedin Facilities by or at the request of the City, including all City Events, will be paid by the City. Utility costs attributable to the use of the Dunedin Facilities by other user organizations may be charged to those user organizations by the Club.
- (b) The City shall, throughout the Term, provide reclaimed water to the Dunedin Facilities at no cost to the Club for the reclaimed water used. For certainty, the City shall ensure that (i) all pumping and other equipment for the foregoing reclaimed water is in place and functioning properly throughout the Term, such that the Club is able to access such water as and when needed by the Club, and (ii) the Club's access to reclaimed water is given equal priority with all other users, including the City. Subject to the foregoing, the Club acknowledges that the volume of reclaimed water is not unlimited and may vary from time to time. Any repairs to reclaimed water pumping, equipment and infrastructure shall be at the City's expense.

**27. CLUB ANNUAL CAPITAL PAYMENT.**

- (a) Annual Capital Payment.
  - (i) For the sole and exclusive purpose of assisting the City in financing the costs of the Improvements for the Dunedin Facilities in accordance with the Development Agreement, the Club will, during the Initial Post-Renovation Term of the Agreement, be required to pay to the City the sum equal to the amount necessary to satisfy the debt service requirement (in terms of principal and interest) for a 25 year bond issue on the City's debt obligation required to net a project fund amount of twenty million dollars (\$20,000,000)

(the “**Club Repayment Obligation**”). The City shall issue the foregoing bond(s) under commercially reasonable terms and the Club shall have no obligations on the bond(s) as a guarantor or otherwise. The Club shall have the right to review and, acting reasonably, approve all bond documentation together with any underwriter or issuance costs. Unless otherwise mutually agreed, the Club Repayment Obligation will be met by the Club making an annual payment to the City in each year of the Initial Post-Renovation Term (the “**Annual Capital Payment**”) with each such payment being equal to 1/25<sup>th</sup> of the Club Repayment Obligation (i.e. each Annual Capital Payment will be equal to the average annual debt service in respect of the aforementioned bonds). The City and the Club hereby acknowledge and agree that this paragraph 27(a)(i) will be amended to reflect the actual dollar amount of the Club Repayment Obligation and Annual Capital Payment and to clarify any other terms following the bond issuance referred to herein.

- (ii) The Club will pay each Annual Capital Payment in four (4) equal quarterly installments, due on or before each of February 1, May 1, August 1, and November 1 for each respective year. The first quarterly payment date shall occur on the date that is mutually agreed by the parties and confirmed in writing in the Development Agreement and the final quarterly payment will occur on the one hundredth quarterly installment date. The City and the Club hereby acknowledge and agree that the final payment dates and other matters addressed in the foregoing may require modification following the issuance of the bonds described in paragraph 27(a)(i) and each party shall act reasonably and in good faith in determining whether to amend this paragraph 27(a)(ii) following such issuance. In the event any installment of the Annual Capital Payment is not received by the City by its respective due date, said installment will bear interest at the prevailing rate charged by the Internal Revenue Service for late payments until paid.
- (iii) Notwithstanding anything else in this Agreement, the Club shall be entitled to pre-pay one or more future Annual Capital Payments or installments at any time in its discretion and, in the event that it does so, the Club’s future payment obligations will be reduced accordingly.
- (iv) The Club’s obligation to pay the Annual Capital Payment shall be deemed to be satisfied at the time the City satisfies its financing obligations for the renovation and expansion of the Dunedin Facilities if such satisfaction occurs sooner than the twenty-five (25) year time frame described herein or when that portion of the financing obligations for the renovation and expansion of the Dunedin Facilities is paid off if the City refinances its financing obligations to include other unrelated capital improvements.
- (v) In the event that the schedule of financing obligations for the renovation and expansion of the Dunedin Facilities pursuant to the terms set forth in the Development Agreement are initiated prior to the Threshold Date, then the parties shall, each acting reasonably and in good faith, mutually agree in writing on an earlier date than that specified in paragraph 27(a)(i) upon which the Club will commence the Annual Capital Payments. Under no circumstances is the Annual Capital Payment intended to result in any kind of surplus or capital reserve for the City, nor is intended to pay debt service secured by other sources of revenue to which the City may be entitled. Any and all Annual Capital Payments (and any

portion thereof) made by the Club prior to the Threshold Date shall be either:

(A) credited against the Annual Capital Payment obligation immediately upon the commencement of the Term, or

(B) in the event that the Initial Post-Renovation Term of this Agreement either does not become effective in accordance with the definition of "Threshold Date" in subsection 1(eeee) and the operation of paragraph 1.2(b)(ii) or the Agreement is terminated due to failure of performance under the Development Agreement, reimbursed by the City, with interest.

(b) Annual License Fee. The Club shall pay to the City an annual license fee for its use of the Dunedin Facilities in the amount of ten dollars (USD \$10) per year (the "**Annual License Fee**") throughout the Term of this Agreement. The Annual License Fee is based, in part, on the shared use of the Dunedin Facilities by the Club and other users.

## 28. TAX LIABILITY.

(a) Ad Valorem Taxes. The Club and the City shall share the responsibility for the payment of Ad Valorem Taxes levied against the Dunedin Facilities in each calendar year of the Term as follows:

(i) the Club shall be responsible for the payment of the first one hundred and fifty thousand dollars (USD \$150,000), and

(ii) the Club and the City shall each be responsible for the payment of one half (1/2) of any Ad Valorem Taxes in excess of one hundred and fifty thousand dollars (USD \$150,000).

The Club and the City shall coordinate in good faith to mitigate Ad Valorem Taxes levied against the Dunedin Facilities. In particular, the City shall take all actions reasonably available to it to ensure the application of those exemptions and reductions to Ad Valorem Taxes as exist at any particular point in time (including appealing any assessments that do not provide for the application of such exemptions and reductions).

(b) Taxes Attributable to Club's Use of Dunedin Facilities. Other than Ad Valorem Taxes addressed in subsection 28(a) above, the Club shall be responsible for all taxes or fees directly arising from or attributable to the Club's use of the Dunedin Facilities, whether payable to the City or to any other governmental agencies, including, by way of illustration and not limitation, sales taxes applicable to the Club's purchases of goods and services used in the operation of the Dunedin Facilities. For certainty, the parties hereby acknowledge and agree that Ad Valorem Taxes are addressed exclusively in the subsection 28(a) and are not part of the Club's responsibilities pursuant to this subsection 28(b).

## 29. INDEMNITIES.

(a) Club Indemnity. The Club shall indemnify, defend (where applicable) and hold harmless the

City and the other members of the City Group from and against any and all Costs which may be sustained, incurred or paid by any of them by reason of, on account of, arising out of or in any way connected to:

- (i) the use of the Dunedin Facilities by the Club,
- (ii) the gross negligence or willful misconduct of the Club or another member of the Club Group, or
- (iii) the acts or omissions of the Club, and of any member of the Club Group, in connection with the Club's obligations hereunder,

provided that such indemnity shall be limited by the extent to which such Costs are caused or contributed to by the City or any member of the City Group (whether by reason of contributory negligence or otherwise).

(b) City Indemnity. In addition to any other indemnity obligations contained elsewhere in this Agreement, the City shall, to the maximum extent permitted by applicable law, indemnify, defend (where applicable) and hold harmless the Club and the other members of the Club Group from and against any and all Costs which may be sustained, incurred or paid by any of them by reason of, on account of, arising out of or in any way connected to:

- (i) the design or construction of the Dunedin Facilities,
- (ii) the repair or reconstruction of the Dunedin Facilities following a Casualty Event,
- (iii) the use of the Dunedin Facilities by or at the request of the City, including but not limited to City Events,
- (iv) the gross negligence or willful misconduct of the City, and of any member of the City Group, or
- (v) the acts or omissions of the City, and of any member of the City Group, in connection with the City's obligations hereunder,

provided that such indemnity shall be limited by the extent to which such Costs are caused or contributed to by the Club or any member of the Club Group (whether by reason of contributory negligence or otherwise).

(c) All of the City's indemnification obligations contained in this Agreement, including but not limited to those set out in the preceding subsection, will be subject to the provisions of Section 768.28, Florida Statutes, in all respects except that, to the maximum extent permitted by applicable law:

- (i) None of the limitations set forth in Section 768.28(5), Florida Statutes, including, but not limited to, the limitation on the total liability of the State of Florida, its agencies and

subdivisions, shall apply to any claim, action or other legal proceeding in which the City and the Club are both parties (which, for certainty, includes any cross-claims between them in connection with a third-party legal proceeding),

- (ii) The City shall not assert or rely on sovereign immunity, any limitations of liability set forth in Section 768.28, Florida Statutes or any limitations of liability contained any successor legislation with similar purpose or effect where the effect of the City doing so would be to reduce any contractual obligations of the City hereunder (including any indemnities granted in favor of the Club), and
  - (iii) The City shall not assert or rely on sovereign immunity, any limitations of liability set forth in Section 768.28, Florida Statutes or any limitations of liability contained any successor legislation with similar purpose or effect in connection with a claim, action or other legal proceeding asserted by a third party in which the City and the Club are both named as defendants (each, a “**Third Party Proceeding**”) where the effect of the City doing so would increase the Club’s actual or potential liability in connection with such Third Party Proceeding.
- (d) Where a party becomes aware of any claim or cause of action (whether threatened or filed) for which it is entitled to indemnification hereunder (such party, in the circumstances, the “**Indemnitee**”), it shall provide the indemnifying party (in the circumstances, the “**Indemnitor**”) with written notice of same reasonably promptly thereafter. In any such instance, the Indemnitee shall have the option to either:
- (i) retain its own counsel and to control the defense of the claim or cause of action, at the expense of the Indemnitor, or
  - (ii) require the Indemnitor to manage the defense of the claim or cause of action, subject to reasonable consultation with the Indemnitee.

Where the Indemnitee elects to proceed as outlined in paragraph (ii), the following rights and restrictions will apply, unless otherwise mutually agreed by the parties in writing. The Indemnitor shall have the right to select counsel, at Indemnitor’s expense, to defend the Indemnitee, provided that no settlement terms shall be binding on the Indemnitee without its prior written consent, which shall not be unreasonably withheld. The Indemnitee shall reasonably cooperate with the Indemnitor’s defense of such claim or cause of action.

This Section 29 will survive the expiry or early termination of this Agreement.

### 30. **INSURANCE.**

- (a) Club Insurance. The Club shall, at its expense, obtain and continuously maintain, without lapse, the following insurance coverage:
  - (i) Workers’ Compensation and Employer’s Liability insurance in compliance with applicable federal and state laws,

(ii) An occurrence-based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury, including but not limited to, contractual liability coverage, host liquor liability coverage, damage to rented premises and products / completed operations coverage, with minimum limits of:

- USD \$2,000,000 Each Occurrence,
- USD \$2,000,000 Damages to Rented Premises,
- USD \$4,000,000 General Aggregate, and
- USD \$4,000,000 Products / Completed Operations Aggregate,

(iii) Special Causes of Loss Form Property Insurance (aka All-Risk) coverage in an amount equal to the full replacement value for all Club office furniture, trade fixtures, office equipment, merchandise and all other items of Club's property located within the Dunedin Facility, and

(iv) Comprehensive Automobile Insurance, covering owned, non-owned, leased, borrowed or hired vehicles, with a minimum combined single limit of \$1,000,000 Each Accident.

Coverage limits may be satisfied through a combination of primary and umbrella/excess policies. Umbrella / Excess policies shall be substantially similar to the underlying coverage. All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-7 or better. The Club shall name the City as an Additional Insured under the Club's Comprehensive General Liability, Umbrella / Excess, and Automobile policies for any liability arising out of any acts and/or omissions of the Club where required by written contract or agreement with respect to the Dunedin Facilities. All Commercial General Liability and Umbrella / Excess policies must provide cross liability coverage (separation of insureds or severability of interests provision) and shall not include any exclusion for third-party over actions. Further, coverage for the City as an Additional Insureds under the Club's policies shall apply on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not, as per written contract or agreement. The Club shall remain solely responsible for payment of any Club policy deductibles and self-insured retentions or self-insured amounts. All Club insurance policies shall be endorsed to provide a waiver of subrogation in favor of the City as "Additional Insured." The Club shall provide the City with at least thirty (30) days written notice in the event of cancellation, non-renewal or material modification of any of the Club's insurance policies. The Club shall furnish City with certificates of insurance evidencing compliance with all insurance provisions noted above at least fifteen (15) business days prior to the commencement of the use of the Dunedin Facilities.

(b) Required City Insurance. The City shall, at its expense, obtain and continuously maintain, without lapse, the following insurance coverage:

(i) Workers' Compensation and Employer's Liability insurance in compliance with applicable federal and state laws. For certainty, such insurance will be required for all fire, police, EMT, or other emergency personnel, whether working at or near the Dunedin Facilities or at other locations.

(ii) Special Causes of Loss Form Property Insurance (aka All-Risk) coverage in an amount equal to the full replacement value of the Dunedin Facilities (including, but not limited to buildings and building glass, boilers, equipment, machinery, fields, parking lots, driveways, and other elements) and all other structural alterations and improvements to and within the Dunedin Facilities, whether made by City or Club. Without limiting the generality of the foregoing, the aforementioned insurance coverage shall, at a minimum, provide coverage for hazard, fire, lightning, smoke, windstorm (including Named Windstorm), flood, hurricane, rain, snow, mold, earthquake, sinkhole, mudslide, other earth movements, malicious damage, riot and terrorism (whether certified or uncertified) and other similar casualties. Property insurance should also include coverage for equipment and/or mechanical breakdown. The City shall ensure that all such property insurance policies name the Club as a loss payee. The foregoing policy/ies of insurance will be primary, and the proceeds of same will be used for the repair and/or reconstruction of the Dunedin Facility pursuant to Section 24 of this Agreement. Provided that (A) on an annual basis the City shall review its total insured values and reconfirm and increase its coverage limits as necessary, and (B) the insurance in fact provides coverage sufficient to permit the City to meet all its associated obligations under the Agreement, then the insurance required hereunder from the City may be covered by a blanket policy insuring multiple City properties. The City shall, on an annual basis, consult with the Club and provide the Club with all information pertinent to the matters set out in (A) and (B) in the preceding sentence and the Club shall, acting reasonably, have the right to have input on such matters. As of the date of execution of this Agreement, the insurance described in this paragraph 30(b)(ii) is provided by the *Florida Municipal Insurance Trust*. Throughout the Term, the City shall include the Dunedin Facilities in the City's list of "Critical Assets" identified for the purposes of the *Florida Municipal Insurance Trust* or any subsequent coverage provider or claims administrator.

(iii) City Commercial General Liability and Automobile Liability Coverage. The parties have agreed that the City shall have the discretion to carry one or more Commercial General Liability and/or Comprehensive Automobile Insurance policies or to self-insure with respect to such areas of actual or potential liability. As of the date of execution of this Agreement, the City is self-insured. In the event that, at any point during the Term, the City secures one or more Commercial General Liability and/or Comprehensive Automobile Insurance policies of insurance (whether primary or excess), it shall ensure that:

(A) Any Commercial General Liability policies provide coverage for bodily injury and property damage and personal and advertising injury, including but not limited to, contractual liability coverage, host liquor liability coverage, coverage for Damages to Premises Rented by You and products / completed operations coverage,

(B) Umbrella / Excess policies, if any, are substantially similar to the underlying coverage,

(C) All policies are issued by an admitted insurance carrier with an A.M. Best rating of A-7 or better,

(D) The Club is named as an Additional Insured under the policies for any liability arising out of any acts and/or omissions of the City where required by written contract or agreement with respect to the Dunedin Facilities. Further, coverage for the Club as an "Additional Insured" under the City's insurance policies shall apply on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not, as per written contract or agreement, and

(E) All policies provide cross liability coverage (separation of insureds or severability of interests provision) and may not include any exclusion for third-party over actions.

(iv) The City shall remain solely responsible for payment of any City policy deductibles and self-insured retentions or self-insured amounts. All City insurance policies shall be endorsed to provide a waiver of subrogation in favor of the Club and the other members of the Club Group and where the City is self-insured it waives all rights of subrogation in favor of the Club. The existence of any self-insurance shall not relieve the City of the obligation to indemnify and defend the Club from the inception of any claim or action triggering such indemnity and defense obligations. The City shall provide the Club with at least thirty (30) days written notice in the event of cancellation, non-renewal or material modification of any of the City's insurance policies. The City shall furnish the Club evidence of compliance with all insurance provisions noted above at least fifteen (15) business days prior to the commencement of the use of the Dunedin Facilities, again upon each renewal and further upon the Club's request. The City acknowledges that the Club shall not insure the City's property and the Club shall not insure or protect the property of the City's employees, agents, temporary or leased workers, independent or sub-contractors, contractors, volunteers, exhibitors, performers, sub-licensees, personnel, members, and guests while at the Dunedin Facilities. The City waives all claims against the Club for loss or damage thereto no matter how caused.

(c) Mutual Release and Waiver of Subrogation. The City and the Club, on behalf of themselves and all others claiming under them (including any insurer) waive all claims, demands, or rights of indemnity that either of them may have against the other (including all rights of subrogation) arising out of damage to any property, real or personal, resulting from fire or other casualties, no matter what the cause thereof may be. The parties waive their respective rights, as set forth herein, because adequate insurance is to be maintained by each of them to protect themselves against all such casualties and they have obtained or agree to obtain from their insurance carriers appropriate "waiver of subrogation" provisions in all such policies of insurance.

### 31. LIMITATION OF LIABILITY.

(a) In no event shall one party be liable to the other party for any special, exemplary, indirect, incidental, consequential or punitive damages, loss of profits or loss of business opportunity (collectively, "**Special Damages**"). Notwithstanding the foregoing, in the event an indemnified party has incurred Costs pursuant to a final judicial or administrative action brought by a third party against such indemnified party and a component of such Costs includes Special Damages, the indemnity otherwise provided for in this Agreement to indemnify for

Costs shall include the Special Damages element of such Costs.

- (b) Notwithstanding anything else in the Agreement, no sovereign immunity or limited sovereign immunity that may be imposed by law with respect to the City's liability hereunder shall serve to, or be deemed to serve to, increase, expand or add to any liability or responsibility of the Club to third parties and the Club shall not and shall not be deemed to assume or be responsible for any liability or responsibility or excess liability or responsibility for which the City would otherwise be responsible (whether hereunder or otherwise) but for any sovereign immunity or limited sovereign immunity imposed by law.

This Section 31 will survive the expiry or early termination of this Agreement.

## 32. SUSPENSION OF AGREEMENT.

- (a) Enumerated Events Interfering With Club Operations. If, at any time during the Term, the Club is prevented from using all or any material part of the Dunedin Facilities for its intended purposes as a result of any of the following (each, and "Enumerated Event"):
- (i) a national or local emergency,
  - (ii) an actual or threatened terrorist attack,
  - (iii) the United States being in a state of war,
  - (iv) a labor dispute other than a lock-out or strike of Major League Baseball players,
  - (v) the gross negligence or willful misconduct of the City (including its employees and agents),
  - (vi) the MLB Rules and Regulations or the rules and regulations of Florida State League of Professional Baseball Clubs Inc., the Gulf Coast League or such other league which has authority over a team operated by the Club,
  - (vii) the need or undertaking of Capital Replacements precluding use of the Dunedin Facilities, or
  - (viii) any other event beyond the reasonable control of the Club,

this Agreement shall be regarded as suspended for the period during which the Club's use of the Dunedin Facilities is interfered with, except each party's obligations to pay all taxes (including each party's share of ad-valorem property taxes) and each party's obligation to pay for and maintain required insurance coverages. During any such suspension of the Agreement, neither party shall have liability for damages to the other party as a result of the suspension or the Enumerated Event causing the suspension.

- (b) Exclusive Rights and Remedies for Casualty Events Causing Damage. The parties hereby confirm that where there is damage or destruction to the Dunedin Facilities as a result of a

Casualty Event (as defined in Section 24, above), it is their intention for the provisions of Section 24 (including those that pertain to any interference with the Club's operations as a result of such Casualty Event) to govern the parties rights and obligations in connection with same. An event that could qualify as either a Casualty Event or an Enumerated Event shall only be considered to be an Enumerated Event where it does not result in damage or destruction to the Dunedin Facilities. By way of illustration, if a terrorist attack results in damage to the Dunedin Facilities, it shall be considered a Casualty Event and the parties' rights and obligations in connection with same shall be determined in accordance with Section 24, above. If a terrorist attack does not result in damage to the Dunedin Facilities but nonetheless interferes with the Club's use of same, it shall be considered an Enumerated Event and addressed in accordance with this Section 32.

- (c) Effect of Suspension. During any suspension of the Agreement hereunder, the Annual Capital Payment shall be suspended only if it was the actions or omissions of the City or those for whom the City is at law responsible that caused the Club to be prevented from using the Dunedin Facilities or any material part thereof. The provisions of this Agreement which are not directly affected by the Club being unable to use the Dunedin Facilities or such material part thereof shall remain in full force and effect during the period of such suspension. During the period of such suspension, the Club shall be entitled to conduct its games, practices and other activities at alternate facilities of its choice and the Club will be deemed to have played the required number of such games as specified subsection 3(a) of the Agreement. For certainty, in the event that any Home Major League Team ST Games or Home Minor League Games are cancelled or otherwise impacted during any period of suspension, the Club's game-related obligations under the Agreement shall not apply (including, but not limited to, its obligations in connection with marketing and promotional opportunities and the collection and remittance of the Capital Replacement Surcharge).
- (d) Termination of Agreement. Notwithstanding anything else in this Section 32, if the period of the suspension hereunder extends beyond twelve (12) months and such arises by reason of a national or local emergency, an actual or threatened terrorist attack, the United States being in a state of war, a labor dispute (other than a lock-out or strike of Major League Baseball players), or the gross negligence or willful misconduct of the City (including its employees and agents), then the Club shall have the option, exercisable in its sole discretion, to terminate this Agreement without liability to the City therefore.

### 33. CAPITAL REPLACEMENT FUND.

- (a) Establishment and Funding. During the Term of this Agreement, the City shall maintain an interest bearing fund for the purpose of Capital Replacement expenditures which shall be known as the "**Capital Replacement Fund**". The Capital Replacement Fund shall be used solely for Capital Replacement expenditures. The Capital Replacement Fund shall be funded from the following sources:
  - (i) Amounts paid to the City by the Club on account of the Capital Replacement Surcharge, in accordance with subsection 12(d) of this Agreement,

- (ii) That portion of the Annual Naming Rights Revenues paid to the City by the Club in accordance with subsection 20(a) of this Agreement,
- (iii) Proceeds of any taxable debt instrument issued by the City to fund a portion of the costs of the Project or other non-debt proceeds contributed by the City to pay a portion of the costs of the Project that are not, as agreed by the Club, needed to pay costs of the Project, and
- (iv) All interest accrued on amounts held within the Capital Replacement Fund.

In addition to the above, on or before June 30<sup>th</sup> of each of the sixth, seventh, eighth, ninth and tenth calendar years of the Initial Post-Renovation Term, the City shall pay One Hundred Thousand Dollars (\$100,000) into the Capital Replacement Fund. By way of illustration, if the Threshold Date of the Agreement is in the year 2019, then the City shall pay One Hundred Thousand Dollars (\$100,000) into the Capital Replacement Fund on or before June 30<sup>th</sup> of each of the years 2024, 2025, 2026, 2027 and 2028.

- (b) Nature of Capital Replacement Fund and Accounting. The City shall maintain the Capital Replacement Fund and shall separately account for it. The Capital Replacement Fund shall be in the nature of a trust fund and the Club will, at any time, be entitled to all records regarding the status of such Capital Replacement Fund and the information about amounts accrued therein. The City shall provide the Club with an accounting in respect of the Capital Replacement Fund at least annually, on or before October 30 in each year of the Term, whether or not requested by the Club. The designation and establishment of the Fund in and by this Agreement shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.
- (c) Approval of Expenditures. Expenditures of amounts held in the Capital Replacement Fund shall, unless otherwise mutually agreed in writing by the City and the Club, be limited to Capital Replacement at the Dunedin Facilities and shall require the joint approval of the City and the Club, not to be unreasonably withheld or delayed. At the end of the Term, the City may inspect the Dunedin Facilities for purposes of confirming that all Capital Replacement expenditures that were approved and scheduled prior to the end of the Term and supposed to be addressed by the Club during the Term were completed. In the event that the City discovers any such incomplete Capital Replacements, the Club and the City shall work in good faith to utilize remaining funds in the Capital Replacement Fund for such purposes. By way of clarification, normal wear and tear of the Dunedin Facilities at the end of the Term shall not constitute a basis for undertaking Capital Replacements. Nothing herein is intended to afford the City any right to claim Capital Replacement expenditures that would not otherwise have been performed during the Term and the City shall not utilize this inspection process as a means to update the Dunedin Facilities with Capital Replacement Expenditures at the end of the Term utilizing the Capital Replacement Fund. The Club shall be entitled to all amounts in the Capital Replacement Fund at the end of the Term.
- (d) City Responsibilities. Capital Replacements shall be undertaken by the City as and when

required, without cost or expense to the Club, to the extent that the expenses can be funded first through the exercise of any warranty held by the City (for example a warranty relating to the construction of the Improvements), or second by the Capital Replacement Fund. The City shall administer the approved expenditures of amounts held in the Capital Replacement Fund and shall undertake and complete any Capital Replacement projects that the parties have mutually agreed upon and shall follow all normal purchasing, bidding and construction practices set forth in the City of Dunedin Code of Ordinances, unless the parties shall mutually agree, each acting reasonably, for some or all of a particular Capital Replacement project hereunder to be delegated to the Club to complete, in which case the Club would be reimbursed from the Capital Replacement Fund.

- (e) City's Right to Inspect; Request Capital Replacements. The City shall have the right but not the obligation to conduct an inspection of the Dunedin Facilities in the event that there is either: (a) an open and obvious hazard or dangerous structural condition, or (b) a clear and material violation of applicable laws in connection with matters under the Club's direct control or responsibility. The City will notify the Club in writing in the event that desires to conduct an inspection pursuant to the foregoing and shall give the Club reasonable advance notice and an opportunity to schedule same for a mutually agreeable date and time. In conducting any such an inspection, the City shall include one or more persons who are appropriately qualified and licensed to inspect the specific matters at issue and to report thereon. Following any such inspection by the City, the City shall provide the Club with all documentation, including photographs, field notes and final reports, relating to the inspection and results or findings associated therewith. In the event that the results of an inspection suggest that Capital Replacements should be made to the Dunedin Facilities to remedy any hazard or dangerous structural condition or bring the Dunedin Facilities into legal compliance, the City may request that Capital Replacements be undertaken for these purposes and the parties, each acting reasonably, will endeavor to address such Capital Replacements pursuant to subsections 33(c) and 33(d), above. The purpose of this provision is to permit the City with an inspection right to potentially address concerns regarding health, safety and general welfare. The inspection right described herein is not intended to permit the City to request or claim Capital Replacements are needed to items that have encountered normal wear and tear.
  
- (f) Club Responsibility for Expenditures in Excess of Capital Replacement Fund. Unless otherwise mutually agreed by the parties, the Club will be responsible to pay the costs of Capital Replacements:
  - (i) in circumstances outside of those addressed in subsections 33(c), 33(d) (relating to the City's exercise of any warranty associated with the Improvements or otherwise in connection with the Dunedin Facilities) and 33(e), and
  
  - (ii) in circumstances addressed in subsections 33(c) and 33(e) but where the costs of the specific Capital Replacements agreed to be undertaken exceed the then-available funds held in the Capital Replacement Fund. In this latter circumstance, the Club's responsibility for costs would be limited to the amount by which the costs of the specific Capital Replacements exceed the then-available funds held in the Capital Replacement Fund.

In connection with Capital Replacements in connection with paragraph 33(f)(i), the Club shall have the option to undertake the Capital Replacements itself or to request that the City undertake same. The City shall not decline a request from the Club hereunder unless the request is unreasonable or would be unachievable by the City in the time frames requested by the Club. Where the City undertakes Capital Replacements hereunder, it shall follow all normal purchasing, bidding and construction practices set forth in the City of Dunedin Code of Ordinances, and the Club will reimburse the City for its expenditures on a rolling basis as such expenditures take place.

- (g) Club Discretion. Nothing in the foregoing shall limit the Club's discretion to undertake Capital Replacements at the Dunedin Facilities where such Capital Replacements do not utilize amounts held in the Capital Replacement Fund.

**34. FF&E.**

- (a) All FF&E located within the Dunedin Facilities as of the Threshold Date will be owned by and be the property of the Club. Throughout the Term, the Club shall have the right at all times to modify, remove, replace and install FF&E in its sole discretion and at its sole expense and all such FF&E shall be owned by and be the property of the Club.
- (b) Within a reasonable period of time (not to exceed ninety (90) days) following the expiry or earlier termination of this Agreement, the Club shall remove, at its own cost, all of the FF&E, and the failure to so remove such FF&E shall cause a forfeiture of any remaining FF&E to the City.

**35. EXPANSION AND RENOVATION OF FACILITIES.** As of the Threshold Date, the City has completed the Project, being a major renovation and expansion of the Dunedin Facilities in accordance with the Development Agreement and including the Improvements.

**36. NATURE OF AGREEMENT/MISCELLANEOUS.**

- (a) License. This Agreement shall be deemed to be a use agreement in the nature of a license and shall not be deemed to be a lease or conveyance of any real property rights nor shall this Agreement constitute an agreement for the use of real property that would subject the parties to the provisions of any statute regarding landlord and tenant rights. This Agreement shall not establish a landlord-tenant relationship between the parties. This Agreement shall not constitute a partnership, joint venture or create an agency relationship between the parties.
- (b) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida regardless of any principles of conflict of laws or choice of laws of any jurisdiction. The exclusive jurisdiction, venue and forum of any lawsuit or legal proceeding arising out of this Agreement shall only be the state courts of Florida located in Pinellas County, Florida and the Federal Courts located in Hillsborough County, Florida. The Parties waive any and all rights to object to jurisdiction or venue in other forums.

- (c) Compliance. The City shall be solely responsible to ensure that that Dunedin Facilities comply with all applicable building codes, laws and ordinances of the City of Dunedin, the State of Florida, Pinellas County and other governmental agencies and shall, in connection with the foregoing, have the right, from time to time and on reasonable advance notice to the Club, to inspect the Dunedin Facilities.
- (d) Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties and replace and supersede all prior agreements and representations, including, in particular, the Existing Agreements and the 2017 License Agreement. No alteration, amendment or modification to this Agreement shall be valid unless executed in writing by the parties, and no subsequent oral agreement shall have any validity or in any way affect the terms of this Agreement; provided, however, that no provision of this Agreement will be supplemented, modified, amended or waived without MLB Approval.
- (e) Assignment. The Club may assign this Agreement or any of its rights or obligations hereunder to any entity affiliated with the Club or to the successor of the Club in its ownership of the Major League Team. Subject to the foregoing and except as otherwise expressly provided herein or consented to by the City, the Club shall have no right to assign or transfer any rights, privileges or obligations granted by the terms of this Agreement to any third party. In the event of an assignment in contravention of the preceding sentence, the Club shall continue to be primarily responsible to the City for the performance of the Club's obligations under the terms of this Agreement.
- (f) Inurement. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement shall be interpreted to be for the benefit of a third party.
- (g) Currency. All dollar amounts hereunder are expressed in U.S. currency.
- (h) Counterparts. This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically will also deliver the original counterpart to the other party, but failure to do so does not invalidate this Agreement.
- (i) Invalidity. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- (j) Delegation. No provision of this Agreement shall be construed to have made, permit or require the delegation by the City to the Club or any other party of any governmental function of the City.
- (k) Radon. As required by law, the City hereby makes the following disclosure:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a

building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit. This acknowledgment is given pursuant to Florida Statutes 404.056(8) and is required by law to be given at or before the time a contract for the use of real estate is signed.

- (l) Right of First Refusal. In the event that the City shall obtain title to the property immediately east of the Grant Field Facilities, presently belonging to the Pinellas County School Board, presently occupied by Curtis Fundamental Elementary School, then and in that even the City does hereby grant a right of first refusal to lease the same property to the Club in the event that the City shall offer such property for lease or sale to a third party. In the event that the City offers such property for lease or sale and receives an offer of lease or purchase on said property, the City shall give the Club thirty (30) days written notice of such contract and the Club shall have the right for thirty (30) calendar days from the date of receipt of such notice to advise the City in writing that it wishes, at the Club's option, to lease or purchase said property on the same economical terms and conditions set forth in the offering contract. In the event that the Club choose to exercise such right of first refusal, it shall present a contract reflecting the same terms and conditions as the offering contract within the aforesaid thirty (30) day period. The right of first refusal shall be coterminous with the Term of this Agreement.
- (m) The parties hereby agree to furnish upon request to each other such further information, to execute and deliver to each other such other documents, and to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement. In the event that this Agreement is executed prior to the finalization of the Development Agreement, the parties shall update this Agreement to include any references to provisions of the Development Agreement that may be required.

### 37. DEFAULT.

- (a) The occurrence of one or more of the following shall constitute an event of default:
  - (i) The Club fails to pay or cause to be paid, in full and when due, any installment in connection with the Annual Capital Contribution called for herein and the Club does not cure such failure within forty five (45) days of receipt of notice of such default from the City. In the event of a default arising from the failure to make payment of an installment in connection with the Annual Capital Contribution, the City may declare that all Annual Capital Contributions shall accelerate to maturity and all such Annual Capital Contributions shall become immediately due and payable.
  - (ii) The failure by either party to perform, observe or comply with timely, at any time during the Term, any term, representation, condition, obligation, covenant, or other provision requiring performance of that party under this Agreement (except the payment of any installment on account of the Annual Capital Contribution) and such failure is not cured within sixty (60) days after written notice, specifying the nature of such failure and requesting that it be remedied, given by the non-defaulting party to the defaulting party,

unless the non-defaulting party shall agree in writing to an extension of such time prior to expiration; provided, however, if the failure stated in the notice cannot reasonably be corrected within the applicable period, no event of default shall be deemed to exist hereunder if corrective action is instituted by the defaulting party promptly upon receipt of the written notice and is diligently pursued until corrected.

- (iii) The dissolution or liquidation of the Club, or adjudication of the Club as bankrupt, or the appointment of a receiver of any of the Club's property, or the assignment of any of the Club's property for the benefit of its creditors, if the Club fails to lift, stay or dismiss within a reasonable time frame acting in good faith with diligent efforts such proceedings or similar proceedings under Canadian law.
- (iv) An Impermissible Relocation Event occurs (which, for certainty, shall not include a temporary relocation by the Club that is permitted under this Agreement).
- (v) The Club disposes of all or substantially all of its assets, other than to a permitted assignee.
- (b) In the event of any default by the Club, the City may take any action as is permitted in law or in equity as it may appear necessary or desirable to collect any amount to be paid by the Club hereunder when due, or to enforce any obligation or covenant or agreement of the Club under this Agreement; provided, however, no such enforcement shall include a requirement of the Club to play Home Major League Team ST Games at the Dunedin Facilities during the Term, the City's remedies in respect of any default in so playing being limited to monetary damages.
- (c) In the event that an event of default by the City occurs, the Club may take any action as is permitted in law or in equity may, including instituting such action against the City as the Club may deem necessary to compel performance or the Club may perform the City's obligations hereunder and deduct the cost of so doing from payments required to be made hereunder to the City.
- (d) No delay or omission to exercise any right or power accruing upon any event of default shall impair any right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- (e) In the event either party shall default under any of the provisions of this Agreement and the other party should employ attorneys or incur other expenses for the collection of any amount due hereunder or the enforcement of performance or observance of any obligation or agreement herein contained, the non-breaching party if successful in such proceedings, shall be entitled to recover from the breaching party the reasonable fees of such attorneys and such other expenses so incurred.
- (f) Except as limited by applicable law or this paragraph, no remedy conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each

and every such remedy shall be cumulative and in addition to any other remedy given under this Agreement now or hereafter existing at law or in equity or by statute.

- (g) Notwithstanding any other provision of this Agreement, the City shall not terminate this Agreement, and the City shall not take possession of the Dunedin Facilities upon an event of default or exercise any other remedy made available to it hereunder, during any Spring Training Season.

### 38. RELOCATION EVENTS.

- (a) For the purposes of this Section 38:

- (i) "**Impermissible Relocation Event**" means the permanent cessation of use by the Club of the Dunedin Facilities for Spring Training purposes which is not a Permissible Relocation Event; and

- (ii) "**Permissible Relocation Event**" means a permanent cessations of use by the Club of the Dunedin Facilities for Spring Training purposes that is excused or permitted by the terms of the Agreement. For clarity, in any circumstance in which this Agreement provides the Club with a right to terminate this Agreement (i.e. pursuant to subsection 24(h) and subsection 32(d)) or in which the Agreement automatically terminates (i.e. pursuant to subsection 24(b)), any related cessation of use will be deemed to be a Permissible Relocation Event.

- (b) Upon the occurrence of an Impermissible Relocation Event, the Club shall be obligated to:

- (i) reimburse the State for all remaining payments to be made by the State pursuant to Section 288.11631, Florida Statutes from the date of the Impermissible Relocation Event through the end of the Term,

- (ii) reimburse the County for all remaining payments to be made by the County under the Interlocal Agreement with the City from the date of the Impermissible Relocation Event through the end of the Term,

- (iii) reimburse the City for all remaining payments to be made by the City on a debt instrument issued by the City for financing the costs of the renovation and expansion of the Dunedin Facilities in accordance with the Development Agreement (not included in item (i) or (ii) above) from the date of the Impermissible Relocation Event through the end of the Term, and

- (iv) reimburse the City for its pro-rata share of the City's original capital contribution to the Project not included in (i), (ii) or (iii) above,

except to the extent any of the foregoing amounts are otherwise recoverable by the City (e.g. through insurance proceeds, a third party contractual indemnity or other means).

- (c) Upon the occurrence of a Permissible Relocation Event, the Club shall not have any obligation to reimburse the amounts set out in the preceding subsection and the City shall be solely responsible for all such amounts. Without limiting the generality of the foregoing, and for further clarity, the parties agree that if the Club terminates this Agreement pursuant to its termination rights under subsection 24(h) or subsection 32(d) or the Agreement automatically terminates pursuant to subsection 24(b):
- (i) the Club will promptly notify the applicable agency of the State of Florida that has been charged with administrative oversight and enforcement of the State Development Funds (the “**State Agency**”), as well as the applicable agency of Pinellas County that has been charged with administrative oversight and enforcement of the County’s funding commitments the Project (the “**County Agency**”),
  - (ii) the Club will not have any further obligation pursuant to this Agreement or the Development Agreement, to pay any amounts to the City, or to make any other payments or contributions, pursuant to the Agreement, nor will the Club have any further liability to the City,
  - (iii) the Club will not have any obligation pursuant to this Agreement or the Development Agreement to repay either the City or the State of Florida for any State Development Funds in connection with such Club termination,
  - (iv) the Club shall be entitled to all amounts then held in the Capital Replacement Fund, less only those amounts contributed by the City to same pursuant to Section 33 hereof during the years 2024, 2025, 2026, 2027 and/or 2028 that were not previously utilized for Capital Replacements,
  - (v) the Club will not have any obligation pursuant to this Agreement or the Development Agreement to repay either the City or Pinellas County for any amounts contributed by Pinellas County to the Project or any amounts remaining to be paid by Pinellas County under the Interlocal Agreement with the City in connection with such Club termination, and
  - (vi) the City shall indemnify and hold the Club harmless from any assertion or claim by the State Agency, the State of Florida, the County Agency or Pinellas County that any amounts are payable to any of them by the Club.

39. **NOTICES.** Any notice or other communication relating to enforcement of this Agreement shall be in writing, and shall be deemed given: (a) in the case of hand delivery, upon delivery to the addresses set forth below; and/or (b) in the case of mail, five (5) business days after mailing to the addresses set forth below; and/or (c) in the case of facsimile, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following transmission to the facsimile numbers set forth below, and/or (d) in the case of courier, upon confirmation of delivery to the addresses set forth below:

**If to the City:** The City of Dunedin  
542 Main Street  
Dunedin, Florida, USA  
34698

Attention: City Manager  
Fax: (727) 298-3078

**With a copy to:**

Trask Daigneault, LLP  
Harbor Oaks Professional Center  
1001 South Fort Harrison Avenue, Suite 201  
Clearwater, Florida, USA  
33756

Attention: Thomas J. Trask  
Fax: (727) 733-2991

**If to the Club:** Rogers Blue Jays Baseball Partnership  
373 Douglas Ave.  
Dunedin, Florida, USA  
34698

Attention: Director of Florida Operations  
Fax: (727) 734-7661

**With a copy to:**

Rogers Blue Jays Baseball Partnership  
One Blue Jays Way, Suite 3200  
Toronto, Ontario, Canada  
M5V 1J1

Attention: President and CEO  
Fax: (416) 341-8946

**And a further copy to:**

Rogers Blue Jays Baseball Partnership  
One Blue Jays Way, Suite 3200  
Toronto, Ontario, Canada  
M5V 1J1

Attention: Vice President, Legal & Government Affairs and  
General Counsel  
Fax: (416) 341-1427

**And a further copy to:**

Baker & Hostetler LLP  
200 South Orange Avenue, Ste. 2300  
Orlando, Florida, USA  
328801

Attention: Gregory D. Lee, Esq.  
Fax: (407) 841-0168

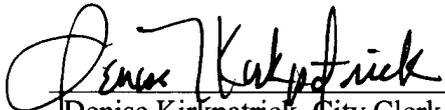
40. **MLB SUBSERVIENCE.** Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by the Club hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which the City is granted rights is limited to, and nothing herein shall be construed as conferring on the City rights in areas outside of, the Spring Training territory of the Toronto Blue Jays as established and amended from time to time. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities.

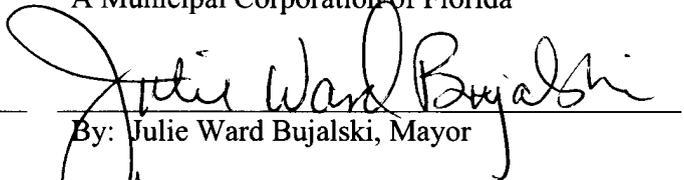
**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the appropriate officials and the necessary seal affixed thereto as of the day and year first above written.

ATTEST

**CITY OF DUNEDIN, FLORIDA**  
A Municipal Corporation of Florida

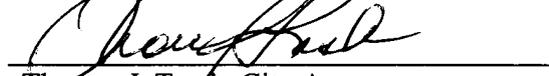
  
Denise Kirkpatrick, City Clerk

  
By: Julie Ward Bujalski, Mayor

(Seal)

  
By: Jennifer K. Bramley, City Manager

APPROVED AS TO FORM:

  
Thomas J. Trask, City Attorney

**ROGERS BLUE JAYS BASEBALL  
PARTNERSHIP**

WITNESSES:

  
Name: SIU-IN LAU

  
By: Mark A. Shapiro, President and CEO

  
Name: SIU-IN LAU

  
By: Matthew J. Shuber, VP, Legal and  
Government Affairs

**EXHIBIT "A"**

**Grant Field Facilities**

All Stadium facilities and improvements, including parking, now existing and as improved in the future, on the following parcel of land:

THE NW ¼ OF THE SE ¼ OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, LESS A LOT IN THE NE CORNER OF THE SE ¼ OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, RUNNING EAST AND WEST 345 FEET AND NORTH AND SOUTH 635 FEET KNOWN AS SCHOOL TRACT. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY.

LESS AND EXCEPT:

THE WEST SIX HUNDRED SIXTY-THREE (663) FEET OF THE SOUTH FOUR HUNDRED NINETY-TWO AND FIVE TENTHS (492.5) FEET OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-EIGHT (28) SOUTH, RANGE FIFTEEN (15) EAST; SUBJECT HOWEVER, TO THE RIGHT OF WAY OF THE PUBLIC THOROUGHFARE KNOWN AS COUNTY HIGHWAY NO. 33 (OR DOUGLAS AVENUE) OVER THE WEST THIRTY-THREE (33) FEET OF SAID TRACT.

LESS AND EXCEPT:

THE E ½ OF THE NW ¼ OF THE SE ¼, LESS THE SOUTHERLY 492.5 FEET OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, SITUATE IN THE CITY OF DUNEDIN, FLORIDA;

LESS AND EXCEPT:

LANDS PLATTED AS PLAZA HEIGHTS, PLAT BOOK 43, PAGE 74, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;

LESS AND EXCEPT:

ANY PORTION OF DEED BOOK 775, PAGE 533 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN THE SOUTH 492.50 FEET OF THE NORTHWEST ¼ OF THE OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA.

CONTAINING 12.0 ACRES MORE OR LESS.

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# EXHIBIT "A"



## EXHIBIT "B"

### Complex Facilities

All facilities and improvements, including parking, now existing and as improved in the future, on the following parcels of land (which together occupy approximately 58.5 acres):

#### **1. Engelbert Site (Blue Jay Complex Boundary Survey 1977)**

THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA AND LOTS 8 AND 9, PINELLAS GROVES AS RECORDED IN PLAT BOOK 3, PAGE 15, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LESS THE EAST 320.0 FEET OF THE NORTH 140.0 FEET OF THE WEST 900.0 FEET OF THE SOUTH 200.0 FEET SAID SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ IN THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST. CONTAINING 1.0 Ac MORE OR LESS.

LESS THE EAST 15.0 FEET OF SAID LOTS 8 AND 9 LYING WEST OF BLOCK "N", RAVENWOOD MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 70, PAGES 92-94, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. CONTAINING 0.44 Ac MORE OR LESS.

REMAINING PARCEL: 27.4 Ac MORE OR LESS.

#### **2. Vanech Site (Stevens Jones Boundary Survey 1987)**

THE SW ¼ OF THE NE ¼ OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, LESS THE NORTHERLY 520.00 FEET AND THE SOUTHERLY 400.00 FEET THEREOF; AND THE NORTH HALF OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 24, LESS A PART THEREOF CONTAINED IN PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 4237, PAGE 1115 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, AND SUBJECT TO THE OCCUPATION OF GARRISON ROAD ON THE WEST, AND THE SE ¼ OF THE NW ¼ OF SAID SECTION 24, LESS THE NORTHERLY 494.00 FEET THEREOF, AND LESS A PART THEREOF CONTAINED IN PROPERTY DESCRIBED IN O. R. BOOK 4237, PAGE 1115 AND O. R. BOOK 4239, PAGE 345 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, AND SUBJECT TO THE OCCUPATION OF GARRISON ROAD ON THE WEST.

#### LESS:

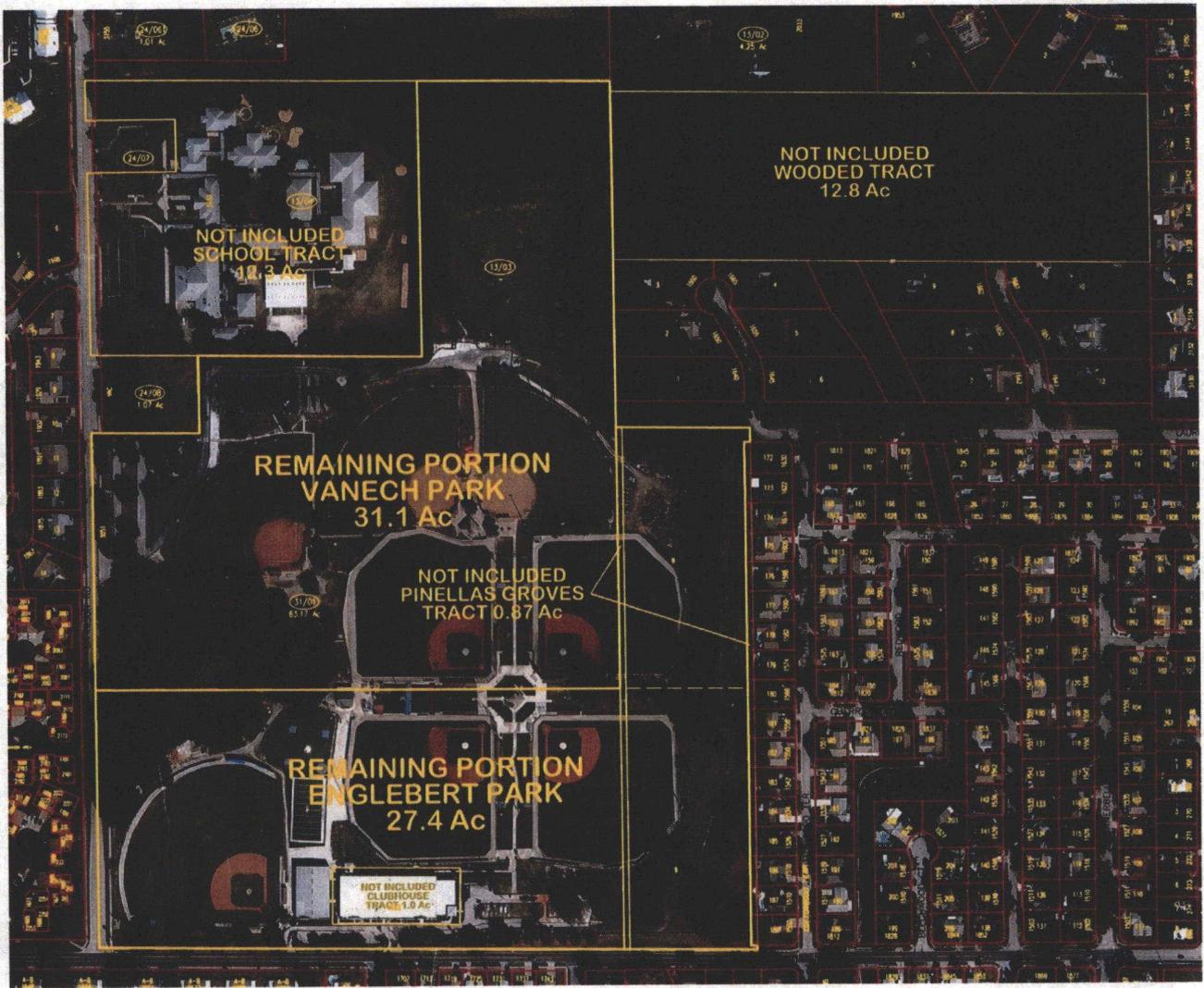
COMMENCE AT THE CENTER OF SECTION 24 GO NORTH 400.06 FEET TO POINT OF BEGINNING, EAST 1335.34 FEET, NORTH 417.35 FEET ALONG THE EASTERN BOUNDARY OF THE SPANISH ACRES SUBDIVISION. THENCE WEST 1335.55 FEET, SOUTH 417.35 FEET TO THE POINT OF BEGINNING. CONTAINING 12.8 Ac MORE OR LESS.

LESS SCHOOL BOARD PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 7021, PAGE 252 OF THE PUBLIC RECORDS OF PINELLAS COUNTY. CONTAINING 12.3 Ac MORE OR LESS.

REMAINING PARCEL: 31.1 Ac MORE OR LESS.

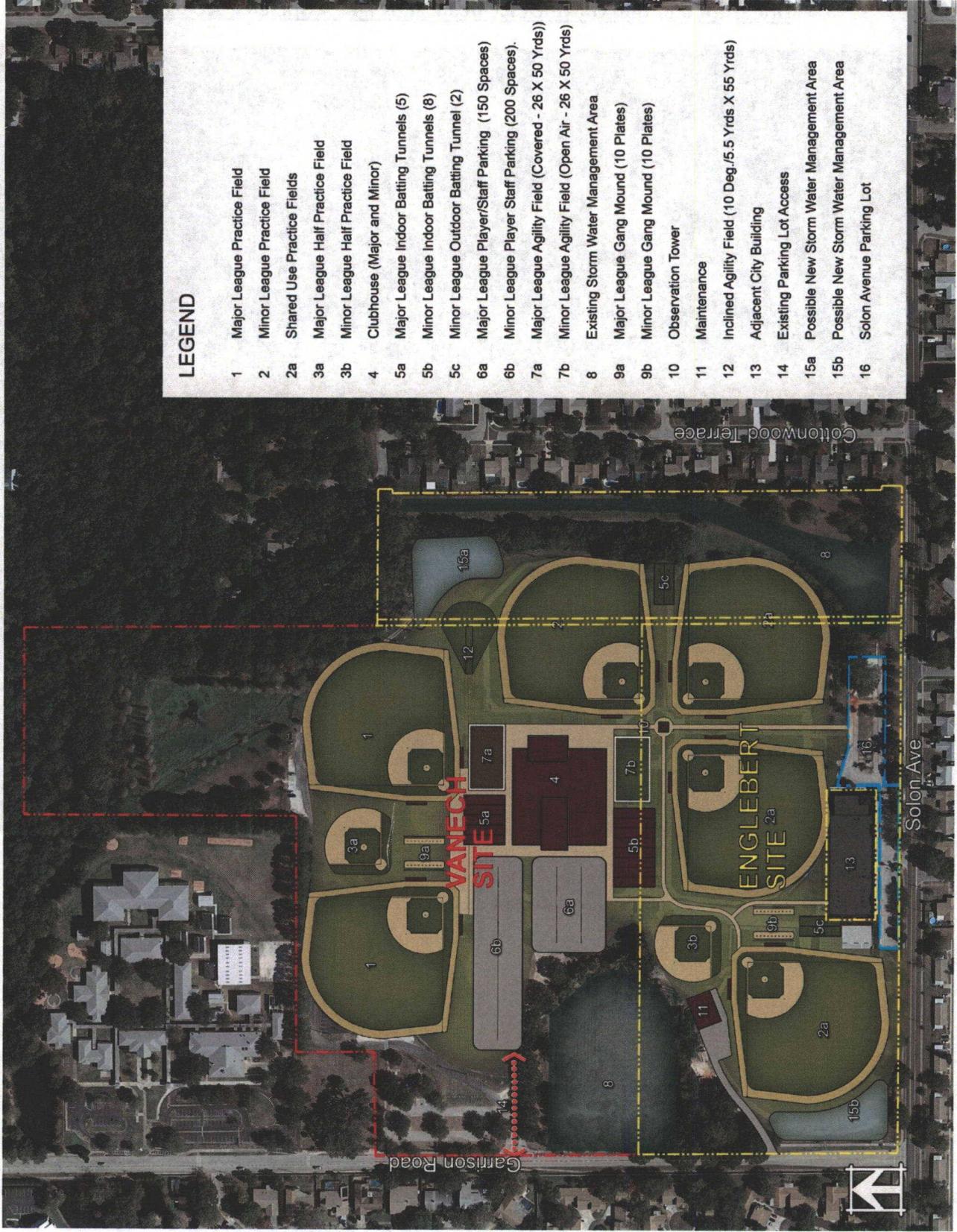
**EXHIBIT "B"**

**Illustration of the Above-Described Lands and Associated Acreage**



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**EXHIBIT "B"**



**LEGEND**

1	Major League Practice Field
2	Minor League Practice Field
2a	Shared Use Practice Fields
3a	Major League Half Practice Field
3b	Minor League Half Practice Field
4	Clubhouse (Major and Minor)
5a	Major League Indoor Batting Tunnels (5)
5b	Minor League Indoor Batting Tunnels (8)
5c	Minor League Outdoor Batting Tunnel (2)
6a	Major League Player/Staff Parking (150 Spaces)
6b	Minor League Player Staff Parking (200 Spaces)
7a	Major League Agility Field (Covered - 26 X 50 Yrds))
7b	Minor League Agility Field (Open Air - 26 X 50 Yrds)
8	Existing Storm Water Management Area
9a	Major League Gang Mound (10 Plates)
9b	Minor League Gang Mound (10 Plates)
10	Observation Tower
11	Maintenance
12	Inclined Agility Field (10 Deg./5.5 Yrds X 55 Yrds)
13	Adjacent City Building
14	Existing Parking Lot Access
15a	Possible New Storm Water Management Area
15b	Possible New Storm Water Management Area
16	Solon Avenue Parking Lot

**TORONTO BLUE JAYS  
FACILITY IMPROVEMENTS CONCEPT**

**PROGRAM / NEEDS ASSESSMENT**

**GAME DAY STADIUM AT DOUGLAS AVENUE SITE (EXISTING LAND)**

**AND**

**COMBINED MAJOR AND MINOR LEAGUE DEVELOPMENT COMPLEX AT SOLON AVENUE  
SITE (WITH ADDITIONAL LAND TO THE NORTH)**

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## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

### DOUGLAS AVENUE SITE (STADIUM SITE)

#### Stadium Improvements

**Renovation of the stadium to bring it up to modern-day standard, including the following key amenities / elements:**

- **Seating.** Stadium capacity of 8,500 based on:
  - Fixed seating for 6,500 people. Assume 19 inch "flip up" seats
  - Standing room, berm seating and "alternate seating" space (such as at least one "party deck", and four tops / high top seating on outfield portion of boardwalk) for 2,000
  
- **Shaded seating and protective netting.**
  - Significant number of shaded seats (high percentage of overall seating, including shading for some of the higher priced seating areas and, if possible, some portion of the berm). Might be achieved by extending the existing overhang (if engaging in a renovation) or by some entirely new structure or overhang.
  - We note that in boardwalk areas we're advised that trellises are not sufficient for shading, so we suggest another idea be presented.
  - Protective netting required in areas around home plate, down lines and behind dugouts. May also be needed in front of berm if that area is in direct line of foul balls.
  
- **Boardwalk.** Outfield "boardwalk" permitting 360 degree fan circulation around the stadium, with sufficient space on outfield portion of the boardwalk for:
  - good-sized "tiki" bar
  - additional smaller bar located in opposite corner room for 8 – 10 stools across
  - requires fixed food concession area, preferably including BBQ grills (\*definitely need to have a permanent bbq location somewhere and we have included a fixed concession stand at this location below under "Food and Beverage Concessions and Related", below)
  - requires a spot for at least one (1) temporary food concession stand
  - Fixed merchandise store of between 700 and 900 square feet
  - men's and ladies' washrooms (sufficient to meet code and capacity requirements)
  - 4 tops seating and high top stool seating, including stools and ledges along front of boardwalk (final numbers will be determined based on length of boardwalk and layout of other items).
    - Once we determine the length of the boardwalk we can determine the number of stools and 4 top seating which is needed on the boardwalk.
  - If possible, would like to have some means to access to the boardwalk from our office space (could be a short stairwell with a door a secured door at the top).
  - Would like to see if the boardwalk could connect to the ground floor concourse (whether by stairs or ramp), as opposed to the second level concourse.
  
- **Luxury Suites.** Want a total of five (5) luxury suites:

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- 3 of which can be either separate or combined into 1 large party suite (these would be intended as the saleable "fan" suites),
- 1 of which would be a players' family suite geared towards players' wives/families.
- 1 of which would be an "owner's suite", located directly behind home plate.

Each suite should have about 325 square feet of interior space. Optimally, all should have outdoor seats and washrooms (although if space was too limited to permit independent washrooms, the 3 combinable suites could possibly have shared washroom accessible from the suite hallway). Each of the five (5) suites should have outdoor seating for 12 and total capacity of 20.

- **Box Office.** Florida Auto Exchange Stadium currently has 4 windows for selling and 2 for will-call. It does not contain any offices.
  - *We require ten (10) exterior-facing box office windows (2 will call, 1 VIP pick-up, 7 selling) and a further two (2) box office windows that face the inside of the building.*
  - *We require two (2) permanent office spaces inside the box office (to house box office manager and supervisor).*
  - *Optimally, box office would be located near primary stadium entrance.*
  - *Box office will need speakers and microphones to speak with customers and monitors above the windows (for messaging).*
- **Entrances.** Greater number of game day stadium entrances than the two (2) that currently exist (Florida Auto Exchange Stadium really only has 1 main entrance and 1 gate that is used for season ticket holders). *Would like to have two (2) "main" entrances, one (1) smaller entrance for season ticket holders, and one (1) separate Staff-only entrance (which would have the office access control system).*
  - *Need to add a covered area at all entrance locations - the covered area will be used for our metal detectors and any design should account for the space needed for same.*
- **Public Concourses.** Two concourse levels (likely one at grade and one above grade, connected to the boardwalk).
- **Elevators.** Addition of at least 2 elevators (currently have 1), *for a total of three (3) elevators to bring people and food to 2<sup>nd</sup> level.* Possible locations would be 1 behind home plate, and one each down each first and third base lines. Optimally, each elevator location should have adjacent stairs (currently no such stairs exist).
- **Public Restrooms.** Appropriate number and distribution of public restrooms for the number of fixed seats and total building capacity. *Expectation is that this will be developed based on current laws and stadium standards.* Note that Florida Auto Exchange Stadium currently has only 2 locations (women have total of 8 sinks, 16 toilets and men have a total of 7 sinks, 9 toilets and 9 urinals).
  - *As noted elsewhere, we will need public restrooms located on the boardwalk, and also within the main Jays Shop merchandise store (for use during non-game days).*
- **Bullpens / Gang Mounds.**
  - *At the present time, the stadium has six (6) "private" Blue Jays gang mounds in close proximity to the office / clubhouse building. The mounds are covered by netting to ensure that any home run balls do not strike persons using the mounds. To the extent possible within the ultimate*

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*renovation design, we would like to retain as many of the existing gang mounds as possible, but in any event not less than 3. There is no need or desire to upgrade or improve these mounds.*

- Adjacent to the mounds is currently a tower where Blue Jays bullpen pitchers sit during games. The current towers are not shaded and are spread too far apart. In all likelihood, the new boardwalk will be passing through this area, and the design needs to include a space for bullpen pitchers to sit in this area, with shade and view of the field.
- Visiting team needs 2 bullpen mounds. These can be very basic and placed anywhere that makes sense in the renovated stadium. Will also need appropriate tower.
- *Dugouts.* Dugouts size needs to increase (both length and width) as compared to what presently exists at Florida Auto Exchange Stadium in order to properly accommodate players and uniformed coaches. Plan needs to include enough space for photo bay / photo dugout at end of each dugout (not covered). Bullpens are accessed from the field only and that can remain the case (no tunnel needed). Club will want to see specifics of proposed dugout dimensions on any proposed plans.
- *Wiring/cabbling.* Supply and install integrated cabling for state-of-the-art internet and television and radio broadcast. Broadcast Truck Cabling to include current industry-standard broadcast copper and fiber-optic trunks, including DT-12 audio, coaxial video, Triax camera, SMPTE311 Hybrid camera fiber and single-mode ST fiber optic trunks. All broadcast cabling bulkheads in areas subject to the elements should be mounted in weatherproof NEMA-rated enclosures. At minimum, television bulkhead locations should include, Low 1st Base, Low 3rd Base, High 1st Base, High 3rd Base, High Home, Center Field, Outside Home and Visiting Locker Rooms, and all TV and Radio booths. All broadcast trunk lines should terminate at an interconnect rack room near broadcast truck parking location (see below, seeking space for two (2) broadcast trucks). Eventually, Toronto IT and stadium engineering can assist in setting out the final specs.
- *TV and Radio.* Five (5) booths in total: two (2) TV booths, two (2) radio booths and one (1) booth that is capable of being used for TV or radio.
- *Public Address/Video board Control Room Booth.* Need one (1) large PA booth/control room of approximately 500 square feet, and associated equipment. Room would need to house approximately 12 people and equipment (current booth only has room for 3 chairs and is about 5' x 10'). Equipment would depend in part on the specific video boards and other electronics that get installed. Assume that final specs would be developed in conjunction with whatever consultant helps design the video board and stadium PA systems, however, we anticipate that:
  - Video board Control Room facility would be designed to incorporate four (4) live cameras (including one wireless camera), video replay and playback capabilities, as well as graphics display capabilities. Video display software should be integrated into baseball scoring system
  - Room will also house main PA mixing console and PA Announcer
- *Scoreboard and Other Boards.* Although the final specs should be established in conjunction with a consultant who has expertise in these things, we generally require the following scoreboards/signage spaces and costs should be included in any cost estimates:

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- New 16x9 true HD main LED display. Needs to be large enough for replays and to be able to split the screen when needed (e.g. to show lineup or other items). Anticipate needing at least 40 feet wide. May want additional videoboard element running along the bottom, to show innings and scoring info, but final layout would have to be determined at later date.
- Radar speed display capability integrated into video display software.
- Would probably want a space above the main videoboard to display signage with the stadium name and some team creative (e.g. our stylized "Toronto Blue Jays").
- Would probably want a space below the main videoboard for sponsor information or signage.
- Additional smaller scoreboard (probably to be placed above stands on 1<sup>st</sup> base side) to display score, count, inning. This is needed for people watching from the boardwalk and berm areas. May not need to be a true "videoboard".
- LED signage above box office windows, to announce upcoming games, etc.
- Free-standing signage structure incorporating LED screens (minimum of two) for video messaging, for installation at corner of Douglas Avenue and Beltrees Avenue. Structure and screens need to be large enough to be seen from a distance (estimate that screens would need to be 8 feet by 6 feet or thereabouts)

*We understand that new videoboard was recently installed in Clearwater (Phillies) and that plans are currently being developed in Lakeland (Tigers). In Toronto, we have worked with Daktronics and could ultimately assist in making contact with them.*

- **Audio.** New distributed sound audio system up to current stadium standards (with separate audio zoning capabilities in the concourse area and outside the main gates). Audio software provisions for live music playback, recorded gate announcements, and routing of radio or television audio to concourse areas. Currently, Florida Auto Exchange Stadium speakers are located only on outfield scoreboard. New system would have to be able to be heard at all stadium locations.
  - Baseball press area to include two desktop-style push-to-talk microphones for the official scorer and media relations rep with the ability to page into the press area. This feed should also be available on the sound system network, and at the interconnect patch room for distribution to television and radio broadcasters.
- **Media Areas:**
  - **Press Box** - Larger press box than currently exists - require room for 50 to 60 persons and all having a view of the field. Assume this will require at least 1,600 square feet (65 x 25). *Should not be in the prime locations, as we wish to save those for fans and executives.* Could be off to one side if necessary having regard to the placement for other items. Require power, wi-fi, Ethernet and other standard hookups. Also need phone between press box and dugout.
    - Washrooms - Addition of media-only washrooms in vicinity of press box (there are none at current Florida Auto Exchange Stadium)
    - Drinks - Replace press box refrigerator/bottled beverages with soda dispenser (and associated lines),
  - **Press Toilet Rooms.** Two (1) single person washrooms (one male and one female) within the Press Box area. Total space needed is 160 square feet.
  - **Stadium and Press Box Entrances** - Dedicated media entrance/exit for media and staff at stadium and stair access to press box/press areas (currently the press has to access by walking through the public seating areas). Need to ensure ability for press to leave the facility after hours. Right now, at a certain point after the game, stadium gates are locked and for any press

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that stay behind in the press box, there is no flexibility to allow those persons to exit the building and have a door lock behind them automatically. Providing a subway-style, exit only gate may serve the need here.

- *Access to photo/camera dugouts* – would like there to be a way for press to access photo/camera dugouts without needing to enter the field of play,
  - *Parking* - Additional parking for media is needed (see parking heading)
  - *Media Dining and Related* - Current media dining room at Florida Auto Exchange Stadium is at grade and under the stadium structure near shallow right field. *If that portion of the stadium will remain intact then we are prepared to continue to use that same space for media dining, with only very minor upgrades (e.g. paint and some new furniture, counter workstations around exterior walls and possibly some electrical and Ethernet outlets and wiring).*
    - Food could be prepared and delivered from the main concessionaire prep kitchen / commissary. Alternatively, the current media dining room does have an adjacent kitchen but it would need upgrades to make it usable.
  - *Media Work Facilities* – right now there is small media work room located on the ground floor of the offices/clubhouses building, located near Blue Jays reception. It is a little bit tight, however, we are fine with retaining that and potentially adding some work spaces to the media dining area (see prior bullet point). Should probably review the existing work room to see whether it requires some minor improvements (e.g. electrical upgrades or Ethernet).
- *Center field camera well.* Currently the main center field camera well is off center (towards LF) and too low. Would like to relocate CF cameras to a slightly higher, more centered location, similar to CF camera angles in Major League stadiums.
  - *Merchandising:*
    - Large fixed merchandise store (*Jays Shop*) – probably at minimum 3,000 square feet in a high traffic area with good visibility,
    - Storage space of at least 1,000 square feet,
    - Secondary merchandise shop on the boardwalk (800 square feet) or some reasonable substitute (e.g. substantial merch kiosk or kiosks)
    - Need a 150 square foot room for counting money and reviewing all receipts, which room needs to be equipped with a safe
  - *Paramedics.* Require a paramedics' office and appropriate space to help guests. Need about 250 square feet and needs to include 3 beds, 3 sinks and hot and cold water and 1 toilet.
  - *Customer Service.* Need a Customer Service office, with a small space for guests, located in an easily accessible area and with a view of the main concourse near the main stadium entrance. Need about 125 square feet.
  - *Food and Beverage Concessions and Related.* Increased food and beverage concessions capabilities (including upgraded commissary with easy access to elevator to second floor, upgraded preparation areas, refrigeration, etc.). Final specifics (including number and location of fixed concessions and

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number and location of mobile units) will depend on the ultimate stadium design and layout but core needs would be:<sup>1</sup>

- New properly ventilated and lit office space (700 to 1,000 square feet) for concession company management staff. Should be located in proximity to primary concession stands,
- Dedicated, well-ventilated preparation, cooking and storage area of at least 2,000 square feet which should include, at a minimum,
  - 225 square foot walk-in freezer (including appropriate storage racks)
  - 225 square foot walk-in refrigerator (including appropriate storage racks)
  - Large Ansel Exhaust Unit
  - Double sized ice machine
  - Eight (8) large prep tables
  - Commercial griddles, grills, fryers, warmers and impingers
  - Appropriate shelving for dry good storage
- At least two (2) large concessions stands (one on first base side and the other on 3<sup>rd</sup> base side) in the main (ground level) concourse area, with each stand having space for eight (8) points of sale and four (4) beer or fountain service spots. Both stands require food preparation area and should also include:
  - Large Ansel exhaust unit
  - Ice machine and all necessary water hook-ups
  - Sinks and associated plumbing
  - At least one 100 square foot walk-in refrigerator in each fixed concession location (including appropriate storage racks),
  - Enough space for 3 prep tables
  - Commercial griddles, grills, fryers, warmers and impingers
  - Beer and fountain drink taps, lines and equipment
- At least one (1) smaller concession stand located in the outfield (possibly behind batters eye) with space for six (6) points of sale and three (3) beer or fountain service spots. Stand requires food preparation area and should also include:
  - Large Ansel exhaust unit
  - Ice machine and all necessary water hook-ups
  - Sinks and associated plumbing
  - At least one 100 square foot walk-in refrigerator (including appropriate storage racks),
  - Enough space for 3 prep tables
  - Commercial griddles, grills, fryers, warmers and impingers
  - Beer and fountain drink taps, lines and equipment
- Large Tiki Hut (i.e. liquor, beer and non-alcoholic drink service location) located in the outfield area should be approximately 30 feet long by 10 feet wide. Should include televisions, bars and stools, refrigeration, taps, etc. Should be covered to protect staff and patrons from the elements.

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<sup>1</sup> As designs are created we want to ensure that the concessions are being designed appropriately and in accordance with industry standards for similarly sized buildings and the specific seating and other unique elements of this facility. Listed items are minimum requirements only and should not limit what is necessary and to be included.

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- Optional smaller Tiki hut located along the 3<sup>rd</sup> base left field (would need to be approximately 10 feet wide by 12.5 feet)
- Awnings for all concession stand that are exposed to the elements,
- Rubberized flooring in all concession stands,
- All necessary electrical capacity and hook-ups for fixed and mobile concessions.
- We currently have fifteen (15) temporary / mobile food and drink points of sale at Florida Auto Exchange Stadium. Will require more than that at renovated location and project plan needs to include the space for same and the units themselves.

Anticipate that stadium concepts and cost estimates will include above, along with any other elements and equipment that are in line with current-day standards.

- *Enclosed Bar / Restaurant Area with Field View ("Craft and Draft Area")*. Would like to have an air conditioned, indoor bar/ restaurant location (like in Sarasota) with a view of the field (through windows) and monitors to show the game as well. This space would provide fans with an opportunity to get out of the sun and be able to eat and drink. Would probably need about 2,400 square feet and it would contain a bar, high top tables and high chairs. Would not have kitchen facilities attached. Instead simple food items would be prepared in main floor concessions / commissary spaces. Small pantry with refrigeration would be attached to the area (approximately 120 square feet). Goal is to be able to hold about 80 people. On non-game days the area could be used for group events or meetings. *Would like to see if it could be located near the upper part of the building on the 1<sup>st</sup> or 3<sup>rd</sup> base side (past any suites)*.
  - If being built behind a seating section and additional deck needed in order to finish off the area then the additional deck area need not be enclosed or air conditioned (i.e. there could be an adjacent outdoor area of approximately 1,700 square feet that is accessible from the Craft & Draft area and/or seating bowl). Will allow for future expansion and/or modification.
- *Visitor's Clubhouse and Related*. New visitor's clubhouse of approximately 3,600 square feet total. Should be a very basic clubhouse, including:
  - Better lighting, appropriate flooring, water fountains,
  - Manager's office / locker room of approximately 200 square feet with room for a desk, locker, and a few chairs
  - Coaches locker room with space for 8 lockers (approx. 350 square feet for the locker room and approx. 200 sf for the washroom (hope to accommodate 5 showers, 3 sinks, 2 toilets and urinal)
  - Players Locker Room (all new basic lockers with chairs) with 30-35 lockers, and counter space for food and baseball equipment (approx. 1,600 sq. ft.)
  - Players washroom/showers with 5 sinks, 3 urinals, 4 toilets and 10 shower heads (approx. 550 square feet)
  - 200 square foot laundry room including 2 commercial washing machines, 2 commercial dryers and storage area (along with associated power, plumbing and drainage),
  - Small kitchen (100 square feet) with fridges, oven and counter space for Clubhouse attendant to prepare food,
  - Adequate power outlets for players and staff to plug in phones and tablets, and
  - Training area with 3 training tables, a wet area with above-ground stand-alone hot and cold tubs, counter space for use of trainers' equipment and supplies (approx. 400 square feet).

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- *Umpire's room.* Upgraded umpire's room, with locker area approximately 15 feet x 20 feet in size (total of about 300 square feet), optimally located next to visitor's clubhouse (could be in same building if visitor's clubhouse requires a new building). Some of the specifics include:
  - 4 lockers, 4 locker chairs, and a table with 4 chairs for umpires to use for meals
  - Bathroom with 2 shower heads, 2 sinks, 1 toilet and 1 urinal (need about 180 square feet for that)
  - AC, Cable TV, and Phone
- *Staff locker room and Lunch Room.* Game day staff locker room, washrooms and lunchroom needed. Anticipate that the locker room portion would require about 400 square feet and the eating area would need about 500 square feet. Another 300 square feet needed for washroom area.
  - Would like to find a way to allow the space to be unisex (for example, there would be a single small "locker" room, perhaps with just open storage, along with 3 or 4 adjacent small private areas of 10 feet x 5 feet, each with a toilet, sink, bench and mirror for people to change in). Does not matter where exactly within the stadium this space is located, except that it should not be within the office / clubhouse area.

If space permits, could be placed within same building that incorporates visitor clubhouse.

- *Green Room / Female Locker Room.* Would like a small additional space, with associated washroom/shower, capable of housing 5 people. Could be used for women attending fantasy camp and other similar uses. Would need about 500 square feet (180 SF for toilet/shower and 320 SF for the locker room). If new building needed for visitor clubhouse (above), this space could be in the same building, space permitting.
- *Grounds crew / Maintenance areas.*
  - Need approximately 2,000 square feet of indoor space for shed storage, maintenance equipment, repair and maintenance of equipment, and commercial washer and dryer. Requires at least 1 large garage door, so that golf carts, lawnmowers, etc and get in and out. Needs to be heated/air conditioned and have hot and cold water service, sinks, etc.
  - Need an additional 800 square feet of work space, to include 1 work office (100 square feet), a locker and lounge area (400 square feet, including 8 lockers), a washroom area with 2 showers, 1 toilet, 1 urinal and 2 sinks (200 square feet). Heated and air conditioned.
  - Need 1,000 square feet of exterior storage space for dirt, fertilizer etc. Will need to include 4 concrete openings (open at top and front) of about 10 x 10 each to hold supplies.
- *Public Parking.* Significantly increased public parking capacity (controlled by Club). Currently have only 210 guest parking spots for sale and would want as much as possible (whether at ground level or in some kind of parking structure)
- *Security Access.*
  - Automated security access controls (not only for offices, but also for the parking gate). *One possibility is to have the same system in place at the main stadium offices and clubhouse and the Solon Avenue training facility. Further, the Florida systems should probably be the same as those used in Toronto, so that Toronto staff can utilize a single pass set up for both locations.* If

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necessary, we can assist with the specs, but the costs needed to be included in the cost estimates for this project.

- Many doors at the stadium and office building use key locks (e.g. concession stand doors, individual offices, and individual suites). We assume that this will remain so, however, upgraded lock and key system would need to be installed.

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### Douglas Avenue Clubhouse and Office Space Review and Upgrades

**N.B.** Under this current plan, the intention is that the stadium and related offices/clubhouse spaces would be used only for Spring Training game days (and Florida State League games). Therefore, we are recommending that the existing office / clubhouse building not be materially renovated in any way. That said, we do think that there will need to be some review of the building and its roof, structure, walls, electrical, HVAC, and plumbing and other similar systems and components and those upgrades as are necessary to that the building is both safe and serviceable over the long term. We would ask that the review and upgrades be recognized in the project scope and cost.

### Other/Exterior

- *Main Stadium Playing Field.* If retaining existing field / footprint, redo the grading of the field and playing surface to allow for proper drainage (currently our stadium slopes approx. 3 feet from the outfield to home plate).
  - Stadium dimensions should be the same as *Rogers Centre* in Toronto.
  - Outfield wall pads need to set at same height at *Rogers Centre*
  - Distance measurements should be marked in same place/manner as *Rogers Centre* outfield.
- *Half Field.* There are currently two (2) half fields (one to the North of the stadium and one to the South). *Only need one (1) half field ultimately and would suggest that we retain the one to the south (closest to clubhouse building).* The retained half field does not need to be upgraded.
- *Visiting Batting Tunnels.* There are currently 2 batting tunnels for visiting team use. *If space allows, we will still need 2 basic covered batting tunnels for visiting team use. New or upgraded lighting necessary.* Could just be placed under the boardwalk or next to the grounds crew area.
- *Blue Jays Batting Tunnels.* Right now Florida Auto Exchange Stadium has 3 covered batting tunnels for Blue Jays use. Desire is just to retain those batting tunnels. *No additions or renovations necessary.*
- *Baseball Operations' Robotic Cameras and Wiring.* In other portions of this document we have indicated that there will be a need to wire the stadium for TV, radio, feeds, and, of course, all ordinary clubhouse/office needs (phone, internet, cable, etc.). The larger plan needs to ensure that all appropriate areas are interconnected and all designs and costings should take that into account. In addition, to the aforementioned needs we would require the following for Baseball Operations purposes.
  - Install High Definition, robotic, remotely operated Pan-Tilt-Zoom (PTZ) cameras (and associated conduit and wiring) to permit recording and remote viewing of activities at the Major League stadium. Would include:
    - One (1) permanent camera installation in centerfield
    - Ability to set up three (3) temporary "clamped" locations (along home plate, along 1B line, and along 3B line).
    - Minimum of six (6) additional cameras (not permanently affixed) in order to be able to install at any and all of the following six (6) locations: high home plate, low home,

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center field, 2 at 1B side (open side hitter and catcher), 2 at 3B side (open side hitter and catcher).

- All cameras and feeds should be able to be remotely controlled from a central locations (both stadium and complex video rooms), and available for viewing on web-based viewing software, as well as main video room servers.
- All robotic cameras should be 1080i High Definition as mentioned above, with full HD frame rate recording. (29.97fps), along with iris, black level, ND filter and paint controls. These cameras will shoot in a number of conditions from full daylight, to overcast, to night under sports lighting. "Security grade" cameras are not sufficient.

Assuming this would involve installing conduit and cabling to permit feeds to terminate at some central server or other room at the building. As with the stadium, any and all wiring, conduit, etc. needs to be to high standards and below ground to ensure not affected by weather. It needs to be run to appropriate server rooms, etc. Costs and room sizes for server rooms should reflect that.

- *Security Cameras.* Install security cameras around exterior and interior of the stadium (Blue Jays can assist with more specifics when appropriate, as there is some experience with these in Toronto)
- *Team parking.* Currently, the secured lot has 101 spots. *There is no need to add parking to this lot, since the stadium will be for game-day use only.*
- *Grounds Crew and Media Parking.* Add 10 or more parking spots to the grounds crew/ media / visiting team parking on the North side of the stadium
  - There are 36 spots on the north side of the building for grounds crew/media/visiting team parking, so new total would be 46 or more.
- *Broadcast Truck Parking and Power.* Ensure ample space to park and hook up broadcast trucks (at least 2 per game) (approx. 64'x24' footprint each). As noted above, would want to be located close to built-in pre-wired television cabling interconnections. Ensure a minimum of two (2) 400-amp, 208V, 3ph or four (4) 200-amp, 208V, 3ph electrical services for Broadcast Trucks. These services should be cam-lok series J compatible connections, with local disconnects.
- *Backup Power.* Require backup power generator and associated infrastructure for data and emergency power systems. Assume at least 100 KV required.

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### SOLON AVENUE SITE (COMPLEX SITE)

Current plan seeks to create a state-of-the-art Major and Minor League training complex at the Solon Avenue site, by using all of the property that is currently in use for the team's minor league complex and fields PLUS certain property to the North (which is presently occupied primarily by a City-owned park, softball fields and associated parking).

*While existing field layouts and orientations should be preserved to the extent possible (in order to avoid unnecessary costs), consideration should be given to constructing the new training complex building (and related field house / batting tunnel building) on land that is currently occupied by a field, if doing so would result in the best and most functional use of the property.*

At a very high level (i.e. site plan level), the current plan would result in a clubhouse building (i.e. not including batting tunnels / field house) with training facilities on the main floor and offices on the second floor, 4 and ½ fields for Minor League use, 2 ½ fields for Major League use, 1 open air agility field for Minor League use, 1 covered agility field (turfed) for Major League use, 1 inclined agility field for shared Major / Minor League use, 13 batting tunnels (either combined in a single large structure, or split with 8 Minor League and 5 Major League), 10 ½ Minor League gang mounds and 8 ½ Major League gang mounds.

#### Fields and Exterior Areas

- *Four (4) Full Fields Minor League use.* Require four (4) full fields for Minor League use. Although the site already has fields, due to subsoil and other issues, at least two (2) would likely have to be moved and would have to be dug down to a significant depth and basically redone from scratch (because the move and/or subsoil issues may require the installation of a geogrid, compaction or other forms of remediation). The other two (2) are anticipated to require substantial work, even if slightly less than the first two (2).
  - Each field should have four (4) bullpen mounds (2 home, 2 visitor) associated with it
  - Each field should have two (2) dugouts
  - Each field should have a "batters eye"
  - Each field should have a scoreboard
  - Each field requires outfield wall fence (as opposed to padding)
  - *Security and Special Fencing.* It is possible that we would consider turning 2 or 3 of these Minor League fields over to the City between April and November each year. For that reason, site should be designed so that there is some parking and access to these fields from a spot that is separate from the clubhouse and team parking area. Also, would need to design site in such a way that there is a flexible fencing system allowing the clubhouse, batting tunnels, gang mounds, agility fields, team parking and all "team only" fields to be fenced off from the areas turned over to the City.
  - *Lighting.* The City has indicated that it would like to have lighting on the fields it will use (likely 2 fields). Although such lighting is not required for Blue Jays uses, at this time design and cost estimates should assume that two (2) of the Minor League fields will be lit. Lighting does not need to be to Major League Baseball broadcast standards and existing lighting infrastructure should be used as much as possible.
- *Viewing Tower.* New viewing tower with shading and views of as many Minor League fields as possible (will depend on site design).

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- *Observation Area* - Would like tower to be shorter than the standard minor league viewing tower (about 12 feet from ground to floor of observation area). Need power outlets and wi-fi access from observation area. Counter / ledge surrounding observation area should be wide enough to use as work space. If possible, optional enclosure (not permanent) through sliding glass windows or screens to shield wind for phone calls would be nice to have.
- *Storage and Training Area* - Desire for there to be an *air conditioned storage and training area incorporated into the base of the viewing tower*, which would include:
  - 150 square foot storage space
  - Electricity
  - Filtered water spigot (and space to fill coolers and bottles)
  - Racks for coolers
  - Refrigerator
  - Ice Machine
  - Small private (i.e. walls and door, but very small) "Satellite Training Area" with space for at least 1 trainers table
- *Public Washrooms*. Require public washrooms in base of tower. Men's would include at least 2 toilets, 2 urinals and 2 sinks. Women's would include at least 2 toilets and 2 sinks. As with all washrooms, would need to meet applicable codes and other regulations.
- *Concessions*. Also require small concessions stand to be located within the base of the viewing tower, including:
  - Refrigerator, impinger, grill, water and fountain soda unit and lines, and 2 points of sale
  - All necessary wiring, plumbing, drainage, venting, etc
- *Charting Tables behind home plate of each field*. Seating and small charting tables behind home plate of each field. Want to be able to ensure that those are shaded in some way (but without restricting ability of people to view from the tower, etc.).
- *One (1) "Half Field" for Minor League Use*. Require a "half field" for Minor League use. As with the full Minor League fields, might be turned over to the City for portion of the year so that should be taken into account in site design. Would like this half field to be artificial turf so that it dries quickly after rain. The site design may allow the current half field (which is artificial turf) to remain intact.
- *Covered Indoor Batting Tunnel Structure with eight (8) tunnels for Minor League Use*. Structure should be well lit with high ceilings. Full mounds should be installed in each of the 8 tunnels to allow for indoor bullpen sessions in rain. Should have extra room around perimeter in order to accommodate benches, side work areas, and storage within caged space. Would like netting to be on pulleys to pull back manually as desired (believe the Tigers have implemented such a system in Lakeland). Require small video area integrated into batting tunnel structure.
  - Does not have to be air conditioned, but would like to ensure that there is adequate ventilation and fan system to ensure comfortable environment
  - N.B. - The Major (5) and Minor League (8) batting tunnels can be combined in one larger structure, depending on available site space. If the batting tunnels are combined into one larger structure, then only one video area is needed.
- *Four (4) Outdoor Batting Tunnels for Minor League Use*. These outdoor tunnels should be placed near the Minor League fields with easy access from the fields. Would like these to be split into two (2) sets of 2 tunnels.

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- *Ten (10) gang mounds plus one (1) "half mound" for Minor League Use.*
  - 10 full mounds could be placed together or split 5 and 5.
  - The half mound (i.e. shorter mound with more gradual incline, used for rehab work) should be built in line with the full mounds.
  - Area between mounds and plates should be artificial turf to ease upkeep.
  
- *One (1) Open Air Agility Field for Minor League Use.*
  - Must be approximately 50 yards long x 26 yards wide and would like artificial turf for this field so that dries quickly after rain and to hold up better to heavy use.
  - *Tartan Track and Sand Pit.* Would like track-and-field style "Tartan Track" rubberized running lane (approx. 40 yards long and 3 yards wide) for sprints with a standard-sized sand pit (roughly 10 yards x 3 yards) at the end of the lane. These can be placed along one side of the open air agility field.
  
- *Two (2) Full Fields Major League Use.* Require two (2) full fields for Major League use. Anticipate that any fields would have to be dug down to a significant depth and basically done from scratch (as there are subsoil issues that may require compaction or other forms of remediation). *These two fields will always be exclusively under team control and should be located close to clubhouse.*
  - Each field should have four (4) bullpen mounds associated with it
  - Each field should have two (2) dugouts
  - Each field should have a scoreboard
  - Each field should have a "batters eye"
  - Each field requires outfield wall padding (as opposed to basic standard fencing)
  - *Replica of Rogers Centre.* One (1) of the Major League fields should replicate the dimensions of *Rogers Centre*, including identical field dimensions, wall heights and outfield measurements marked in the same locations and fashion as they are at *Rogers Centre*. This field should also be artificial turf, with dirt infield, to dry quickly after the rain and better replicate *Rogers Centre*.
  - *Lighting.* Only 1 of the 2 Major League fields (the field with *Rogers Centre* dimensions) requires lighting.
  
- *One (1) "Half Field" for Major League Use.* Require a "half field" for Major League use. Will always be exclusively under team control and should be located close to clubhouse. Would like this half field to have artificial turf center with dirt infield to replicate *Rogers Centre* conditions.
  
- *Covered Indoor Batting Tunnel structure with Five (5) tunnels for Major League Use.* Structure should be well lit with high ceilings. Full mounds should be installed in each of the 8 tunnels to allow for indoor bullpen sessions in rain. Should have extra room around perimeter in order to accommodate benches, side work areas, and storage within caged space. Would like netting to be on pulleys to pull back manually as desired (believe the Tigers have implemented such a system in Lakeland). Require small video area integrated into batting tunnel structure.
  - Does not have to be air conditioned, but would like to ensure that there is adequate ventilation and fan system to ensure comfortable environment
  - N.B. - The Major (5) and Minor League (8) batting tunnels can be combined in one larger structure, depending on available site space. If the batting tunnels are combined into one larger structure, then only one video area is needed.

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- *Eight (8) gang mounds plus one (1) "half mound" for Major League Use.*
  - The half mound (i.e. shorter mound with more gradual incline) should be built in line with the full mounds.
  - Area between mounds and plates should be artificial turf to ease upkeep.
- *One (1) Covered Agility Field for Major League Use.*
  - This agility field should be roughly 50 yards long x 26 yards wide
  - Field needs to be covered with artificial turf
  - *It should be enclosed on two (2) of the four (4) sides, and have a very high roof / ceiling* – in order to permit long toss and other drills during rain
  - While the two (2) open sides will allow some natural light, additional lighting will be required
  - Would like there to be water fountain / bottle filling station in this structure
- *One (1) Inclined Agility Field for Shared Major League and Minor League Use.* Require grass hill with incline of 6 to 8 degrees. Running area should be about 55 yards long by about 5.5 yards wide (however, if there is space to accommodate, we would like it to be even longer – up to 100 yards). Can be located near Major League fields but would be used by both Major and Minor League teams.
- *Protective Netting.* Depending on site layout, anticipate that there will be protective netting needs in many areas (particularly to shield homes, roads and other adjacent properties in the neighborhood from batted balls, particularly as on north side of the property). Protective netting should also shield any publicly accessible fan areas, as well as parking areas. If possible, netting should be designed to as to collect baseballs for later retrieval and reuse.
- *Grounds Crew.* Would prefer to have one (1) large building that incorporates all of the necessary spaces and amenities for grounds crew / maintenance purposes. Would need to include, at a minimum, the following:
  - *Main Maintenance and Repair Space.* Need an indoor space around 3,500 square feet to house:
    - Should include three (3) small (100 square foot) offices for repair and maintenance staff
    - Should include a locker room, lounge and washroom space for 15 people (estimating total of 500 square feet for both). Should have 3 showers, 2 toilets, 2 urinals and 3 sinks.
    - Large open space (2,700 square feet) with concrete floor, suitable for repair and maintenance of golf carts, mowers, and other equipment and storage of same
    - Requires minimum of 9,000 pound equipment lift
    - One or two large garage doors for access, along with regular door
    - Minimum of four (4) work benches and shelving along exterior walls
    - Require 1 industrial washer and 1 industrial dryer in this space (and associated power, plumbing and drainage)
    - Needs to be able to be used to store power equipment (mowers, lifts, packers, golf carts etc.).
    - Requires both standard and 220 volt power receptacles
    - Needs to have heat and A/C, as well as hot and cold running water and sinks
  - *Secondary Storage Shed.* Require one (1) separate secondary shed of 500 square feet to store supplies and small equipment.
    - Concrete floor
    - Requires minimum of 9,000 pound equipment lift

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- One garage door and one regular door
- Shelving along exterior walls
- Requires both standard and 220 volt power receptacles
- Needs to have heat and A/C, as well as hot and cold running water and sinks
- *Exterior storage space.* 1,200 square feet with concrete dividers (to create at least 4 discrete spaces for dirt, fertilizer, propane etc.
- *Baseball Operations' Robotic Cameras and Wiring.*
  - Install High Definition, robotic, remotely operated Pan-Tilt-Zoom (PTZ) cameras (and associated conduit and wiring) to permit recording and remote viewing of activities on all full Major League and Minor League fields. Would want the following at all of the full fields:
    - One (1) permanent camera installation in centerfield
    - Ability to set up three (3) temporary "clamped" locations (along home plate, along 1B line, and along 3B line). Each "clamped" location should be able to accommodate more than one camera.
  - Conduits and cabling for temporary "clamped" installation of high definition, portable, robotic, remotely operated PTZ cameras in all indoor batting cages and at all gang mounds.
  - All cameras and feeds should be able to be remotely controlled from a central locations (both stadium and complex video rooms), and available for viewing on web-based viewing software, as well as main video room servers.
  - All robotic cameras should be 1080i High Definition as mentioned above, with full HD frame rate recording. (29.97fps), along with iris, black level, ND filter and paint controls. These cameras will shoot in a number of conditions from full daylight, to overcast, to night under sports lighting. "Security grade" cameras are not sufficient. Require minimum of twenty (20) cameras.

Assuming this would involve installing conduit and cabling to permit feeds to terminate at some central server or other room at the building. As with the stadium, any and all wiring, conduit, etc. needs to be to high standards and below ground to ensure not affected by weather. It needs to be run to appropriate server rooms, etc. Costs should reflect that.

- *Staff/Player Parking (350 spots).* Require secured, paved parking for approximately three hundred and fifty (350) vehicles (for team staff and players). Needs to be located close to clubhouse building.
  - Possible that it could be divided into a lot for 150 (for Major League players, staff and executives, located closest to clubhouse) and a further lot for 200 (for Minor League players and staff). Want to ensure Major League team always has parking.
  - Would need small security hut for guard to sit indoor with electrical power.
- *Public / Overflow Parking (150 spots).* Parking for 150 located elsewhere on the property (possibly on exterior edge of property close to those of the Minor League fields which the City and/or community may have use of). This parking can just be basic grass parking.
- *Security and Access Control.*
  - Require appropriate security fencing for the site (some existing may be re-usable and other areas will require new, for example, where new fields are installed), along with a parking gate at the entrance to staff parking and a shed for security to sit in at the staff parking entrance.
  - Will require automated security access controls (not only for offices, but also for the parking gate). *One possibility is to have the same system in place at the main stadium offices and*

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*clubhouse and the Solon Avenue training facility. Further, the Florida systems should probably be the same as those used in Toronto, so that Toronto staff can utilize a single pass set up for both locations. If necessary, we can assist with the specs, but the costs needed to be included in the cost estimates for this project.*

- Assume that a number of doors and spaces at the complex will use key locks (e.g. concession stand door, individual offices, etc). Require modern, secure lock and key system.
  - *Security cameras.* Would want new surveillance cameras to be able to view the parking areas, main fields, as well as the interior and exterior of the clubhouse building.
- *Backup Power.* Require backup power generator and associated infrastructure for data and emergency power systems. Assume at least 250 KV required.

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### Joint Major / Minor League Offices and Reception

***We anticipate that all offices will be located on the second floor of the clubhouse building and that the offices will open onto a covered balcony with a view of at least one of the Major League fields. Would be useful for balcony to view one Major and one Minor League field.***

*Will need some kind of joint ground floor reception area for the clubhouses and offices. Would want it to contain some built-in display cases.*

### Shared Spaces

- *Reception area.* Approximately 200 square foot reception area on second floor to serve offices.
- *Boardroom.* Require one large boardroom of approximately 615 square feet (38.8 feet long x 15.8 feet wide) that can accommodate a table with seating for twenty two (22) persons. Should include a small kitchenette area (sink, water, bar fridge, counter, cupboards).
- *Flexible Multi-Purpose Room.* Room would be approximately 800 square feet and would constitute "flex" space for various meeting, training, treatment and other needs. Room should be equipped with small, wheeled tables (approx. 2 feet x 3 feet) that can be aligned to create larger tables for meetings, configured in a variety of ways or moved/removed as necessary. Would prefer that this room be located in a spot that has relatively easy access to the clubhouse (even though this room will be on the second floor).
- *Open Office Space.* Require two (2) separate open office spaces (aka "bullpen" spaces) of approximately 450 square feet each (total of 900 square feet), with each space intended to accommodate multiple desks/cubicles. This open office space will be used by various staff members from Baseball Operations, Communications, Marketing, Player Relations, IT and other departments as necessary.
- *IT Workspace.* IT must have a separate work space of approximately 300 square feet, with storage for excess equipment and room for 2-4 employees to work comfortably. Would prefer this workspace to be physically separated in some fashion from other offices.
- *Server Room.* For safety reasons (e.g. floods), would want on second floor.
- *Kitchen and Eating Area.* Require a 300 square foot kitchen/eating area serving the offices. This area should include a sink, dishwasher, refrigerator, microwave, etc.
- *Copy Room.* Require a copy/office supply room of about 150 square feet.
- *Men's and Women's Washrooms.* Require 1 large set of washrooms for each gender serving the offices. Assume we will require 150 square feet for each bathroom (or, alternatively, could do 2 smaller washrooms for each of men and women).
- *Janitor's Closet.* 1 janitor's closet of approximately 100 square feet for equipment and supply storage.

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- *Player Shoot Room.* For 3 to 4 weeks of Spring Training we require a room in which to be able to shoot audio / visual footage of players (e.g. throwing, jumping and batting action, interviews, and other content). Room needs to be 25 feet x 40 ft (1,000 square feet) and ceiling height of at least 13 feet. *This room can be on second floor and must be physically separate from weight room (to ensure that noise and music from weight room is not heard within this space), but also needs to be relatively easily accessible to/ from the Major League clubhouse.* Minimum lighting power service inside the shooting space should be 200A, 208V, 3ph with local disconnect and cam-lok J series connectors or equivalent. Should have acoustical tiles on the ceiling. Air conditioning for this space should have acoustical dampers, and a local thermostat control so it can be turned off during filming to ensure fan-coil cannot be heard. Outside of Spring Training, may want to repurpose the room as overflow meeting space, so it would be good to have means to divide room in two (and could include movable tables on wheels, etc.)

### Major League Operations Offices

- *Covered Office Balcony with Field View.* Require an office balcony with roof and view of closest Major League field(s) and, potentially, some of the gang mounds (depends on final site layout).
- *Reception and office spaces:*
  - 2 "double" (i.e. larger than standard) private offices (each of approximately 250 square feet) with balcony access and room for desk and small table for small meetings
  - Reception area of approximately 250 square feet near at least 2 of the "double" offices
  - 7 "single" private offices with or without balcony access (150 square feet each)
  - 3 "single" private offices with or without balcony access (100 square feet each)
  - 1 large "open" (aka "bullpen") office space (approximately 450 - 550 square feet) (with wrap-around working counter and sufficient space for 4 desks).
  - 1 smaller "open" (aka "bullpen") space (approx. 275 square feet) without balcony access with room for 2-3 desks.

### Minor League Operations Offices

- *Covered Office Balcony with Field View.* Require an office balcony with roof and view of closest Minor League field(s) and, potentially, some of the gang mounds (depends on final site layout). This would be the same balcony as the one serving the Major League offices, but probably just on a different side of the building.
- *Office Spaces.*
  - 1 "double" (i.e. larger than standard) private office (approximately 250 square feet) with balcony access and room for a main desk and small table for small meetings.
  - 3 "single" private offices with or without balcony access (150 square feet each).
  - 1 "single" private offices with or without balcony access (100 square feet each).
  - 1 large "open" (aka "bullpen") office (approximately 400 square feet) with room for 6 desks.
- *File storage room.* Require 150 square feet.

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### Florida Operations Offices

- *Office Spaces.*
  - 1 "double" (i.e. larger than standard) private office (of approximately 250 square feet) with balcony access and room for desk and small table for small meetings.
  - 2 "single" private offices with or without balcony access (150 square feet each).
  - 1 "single" private office with or without balcony access (100 square feet)
  - 1 "bullpen" office (approximately 250 square feet) with room for 2 desks.

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### Joint Major / Minor League Clubhouse Spaces

Assumption is that all of the player and coaching-related spaces will be on the main floor of the Clubhouse building unless otherwise noted.

- *Reception.* Area of about 300 square feet or more at front entrance to serve as reception for entire clubhouse / office building. Would want it to contain some built-in display cases.
- *Blue Jays Communications Staff, Media Workspace and Related.* Require an area within which Blue Jays communications staff would work, adjacent to a media workspace and related spaces. Specifically:
  - 1 "single" private office (150 square feet each) for Blue Jays communications staff
  - 1 "single" private office (100 square feet each) for Blue Jays communications staff
  - 1 large private space for Blue Jays communications staff (approx. 300 square feet) with room for 3-4 desks.
  - Adjacent to the Blue Jays media relations staff offices, we require approximately 700 square feet of room for media members to work and eat. Although located within the building footprint, this room should be totally separated from clubhouses and main Blue Jays offices, with its own entrance / exit. Counters should line the outside of the room to provide work space (with appropriate electrical, internet and other connections). Media workspace should include small copy/supplies area (about 100 square feet of total area).
  - Require 2 interview rooms of approximately 100 square feet each, connected and immediately adjacent to the media workspace.
- *Shared Weight Room.* The weight room will be shared by both Major and Minor League players/staff, and need to be located in close proximity to both Major and Minor League Athletic Training/Treatment areas (probably directly in between).
  - Require 10,000 square feet of main floor interior space with rubberized flooring. Must include power and internet connections throughout weight room, camera conduits in a section, screens for programming and feedback at all workout stations (i.e. cardio), and all other necessary cabling, conduit and other infrastructure for future technological upgrades.
  - Extra high ceilings – the interior space should be at a height of at least 2 stories.
  - A 2<sup>nd</sup> floor "cardio loft" overlooking the main floor (loft should be about 700 square feet).
  - An additional dedicated rehabilitation area of approximately 1,000 square feet with training / massage tables, machines, etc. attached to the weight area
  - An additional 225 square foot (15 foot x 15 foot) secure storage room attached to the weight area (including shelving) for storage excess equipment/supplies.
  - An additional exterior space of at least 2,700 square feet (90 feet x 30 feet), separated from the main weight room by one or more a glass/clear garage doors, with field turf and an all-weather awning or roof to protect from the elements.
    - Exterior wall located within this exterior space should be steel-reinforced "medicine ball wall" (i.e. wall has to be strong enough to withstand repetitive impact from medicine balls).
  - An additional smaller outdoor storage area (adjacent to exterior workout space) of approximately 250 square feet with small lockable container for storage of exterior workout materials.

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- *Shared Hydrotherapy Room.* The hydrotherapy room will be shared by both Major and Minor League players/staff, and need to be located in close proximity to both Major and Minor League Athletic Training/Treatment areas (probably directly in between). Require 1,400 square foot room with proper ventilation, plumbing, etc. Room will include at the following at minimum:
  - Hydroworx therapy pool system, with variable depth, underwater treadmill, and built-in cameras. This pool should be in the center of the room.
  - 4 in-ground Hydroworx plunge pools (2 hot, 2 cold). Two (2) plunge pools (1 each hot and cold) should be placed on either side of the therapy pool, so that Major and Minor league each has access to its own pair of plunge pools.
  - 2 CET Team Cryospa tubs with hot and cold functionality.
  - 2 small stainless steel tubs (for extremities). Would need to be located near water source / plumbing.
  - 2 ice machines (1 cube and 1 pellet). Again, requires water source.
  - Small bathroom area with urinal, sink and shower. Could be enclosed by curtain or partial wall.
- *Yoga Studio.* One (1) room of 800 square feet, with wooden floors and mirrors on walls for possible use as yoga studio. This room must be in proximity to and easily accessed from weight room and training areas.
- *Large, Subdivisible Multi-Purpose Room.* This room would be approximately 1,000 square feet and would have dividers to permit it to be subdivided into 2 to 4 smaller rooms (each would need its own doorway access to the hall). Intent is to have a very flexible space that can accommodate multiple needs simultaneously. On one day, there might be a large meeting. On another, one of the smaller spaces might be used for cognitive training or grappling. This large multipurpose room should also be equipped with small, wheeled tables that can be aligned to create larger tables for meetings, configured in a variety of ways or moved/removed as necessary.
- *Second, Subdivisible Multi-Purpose Room.* "Flexible" space of 1000 square feet to be used for various training, treatment and other varying needs. Should be divisible for possible use as smaller conference rooms as and when required, and should be equipped with small, wheeled tables that can be aligned for meetings or moved/removed as necessary.
- *Sports Science Lab.* Require dedicated space of approximately 700 square feet (approx. 26.5 feet x 26.5 feet) with power outlets, internet connections and conduits / wiring, for data, video, etc throughout (we anticipate having cameras installed in this space at some point). Desire is for the space to in a built-in force measurement platform (pad that measures downward force, such as from jumps).
- *Main Trainers' Locker Area.* Need locker space (approximately 825 square feet) and washroom space (approximately 275 square feet) for athletic trainers, strength and conditioning coaches, and mental performance coaches. Must comfortably accommodate 40 staff total. Lockers should include integrated power outlets. Washroom should include at least 3 urinals, 3 stalls, 8 showers and 4 sinks.
- *Female Locker Area.* Smaller locker room (approximately 200 square feet) for 5 lockers (including integrated power outlets) and accompanying shower and restroom area (approximately 100 square feet). Restroom area should have 2 sinks, 2 toilets and 2 showers.

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- *Doctor's exam room.* 2 private rooms of approximately 125 square feet each. Require each room to be accessible directly from both the Major and Minor league training areas, with each of the 2 rooms including:
  - Lockable door
  - Hi-Lo examination table
  - X-ray view box on wall
  - Counter-top type desk with computer workstation
  - Built-in cabinets and locks
  - Wall-mounted vitals station, and
  - Wall-mounted mirror.
  
- *X-ray room.* Need x-ray room with properly insulated (lead) walls and door, with a total size of about 120 square feet. Should be a dedicated room and not shared with doctor or massage therapist. Should be accessible directly from both the Major and Minor League training areas. Room needs:
  - Enough space for hi-lo examination table
  - Fluoroscanner or x-ray machine (provided by the team)
  - Lead walls and door
  - Counter top including lower storage.
  
- *Shared Video Room and Office.*
  - Require single shared Major/Minor league video room of approximately 600 square feet. Should include divider in middle of room, in case separation between Major and Minor league personnel is desired. Room should include built-in counter/cabinets around exterior of room and equipment (including video and computers, as well as connectivity and cabling). Will be used for charting and watching video. Two charting stations should be capable of controlling all cameras throughout stadium and complex, including on main field, back fields, batting cages, etc.
  - Smaller, connected office (approximately 200 square feet) to be set up as work room for Advance Scouting and other video-related work.
  
- *Theatre-style Classroom.* Would like to have a theatre with fixed, banked seating capable of comfortably holding 120 persons (we anticipate that would require approximately 1,600 square feet). Space would have integrated audio/visual (screen at front, speakers, etc.) and would have desks and outlets at the seats. Initial plans should show people entering at front of room and walking up to back rows which are raised above ground level.

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### Clubhouse and Training Spaces for Exclusive Use of Major Leaguers

- *Major League Locker Room and Washroom.* Requirements:
  - 2,800 square foot main locker room area.
  - 80 new, high quality "permanent" lockers (with proper ventilation, integrated power outlets, etc.). Lockers should be around room exterior so that center has room for comfortable movement and with some built-in counters/tables, sunscreen station, televisions and other features. Lockers can be extra tall (like in Padres locker room in Peoria) given the extra high ceilings in the space.
  - 2 lounge areas in center of clubhouse with couches, tables, etc.
  - High ceilings (about 22 feet) with windows to allow natural light above lockers (similar to Padres locker room in Peoria, except also want to be able to darken the room when needed, which isn't possible in Peoria).
  - Additional 1,200 square foot restroom/shower area with at least 6 urinals, 6 toilets, 18 showers and 8 sinks.
  - Although doesn't have to follow a football shape, that would be fine, provided that the ends of the room are not coming to a point (making those ends unusable).
- *Janitor's Closet.* 1 janitor's closet of approximately 100 square feet for equipment and supply storage.
- *Athletic Training/Therapy Areas.* Athletic training/therapy area must adjacent to the joint hydrotherapy space in the building and weight room, with ability to view into each.
  - Approximately 1,400 square feet of primary training space.
    - 8 hi low treatment tables included in the training space.
  - Would like to ensure there are high (12 foot) ceilings, making the space comfortable.
  - *Trainers' Offices.*
    - Require one (1) "single" office of about 150 square feet
    - Require larger communal office to accommodate 8-10 staff members. Likely requires a total of about 350 square feet. All Major League trainers and strength/conditioning coaches will be based in this area; as such, requires a view of the training area and easy access to the weight room. Need extensive cabinets and wraparound counter work space with ample electric outlets, internet access, etc. Would like ability to use entire walls as white board writing space.
  - *Massage therapy/chiropractic room.* Need room of approximately 150 square feet for use by team massage therapists and chiropractors.
  - Additional secure storage room of approximately 150 square feet (doesn't necessarily have to be within the central training area but should be accessible from it).
- *Coaches' Work Room.* Should be about 650 square feet with a large table in the center and work stations (counters) around the sides of the room. Must be connected to Coaches' Locker Room, and potentially Manager's Office. Should include copier and several televisions.
- *Coaches' Locker Room.* Require:
  - 900 square feet for locker room and including small lounge area within the locker room with couches, a table, etc.,

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- 30 lockers with integrated power outlets, and
- Enough washroom space for 3 toilets, 4 urinals, 8 showers, and 4 sinks (about 450 square feet).
- *Manager's Office.* Should be about 200 square feet plus adjoining private bathroom / shower of approximately 75 square feet. Optimally, this room will connect directly to the Coaches' Work Room.
- *Family Waiting Room.* Should be about 200 square feet, with separate entrance removed from clubhouse/training facilities. Preference would be for this space to be accessed directly from the main floor reception area.
- *Staff / Executive Locker Room.* Would like to have a locker room (approx. 575 square feet) and shower/washroom space (approx. 225 square feet) for use by clubhouse staff and team executives, accommodating 30 persons/lockers. Locker area should have wooden, ventilated lockers with integrated power outlets. Washroom should have at least 2 urinals, 2 toilets, 6 showers and 3 sinks.
- *Laundry.*
  - Main room size should be about 600 square feet,
  - Four (4) commercial washers and four (4) commercial dryers,
  - One (1) residential washer, and
  - One (1) sink and large table for folding.
- *Equipment Room / Equipment Storage / Offices.*
  - Require 2,000 square feet for equipment storage, at least partly divided, so it's really two spaces rather than one single large room. Within the 2,000 square foot area:
    - Want to devote a portion of storage space as a kind of "cage" of "subspace" that can be locked (approximately 250 square feet).
    - Want to include a pooled office area of about 150 square feet for 2 or 3 people. Should have counter built in around at least one exterior wall.
  - Require garage door/loading space to exterior of main floor equipment room – with direct access to parking lot/driveway. *Loading space for Major League equipment area needs to physically separate from the loading space for the Minor League equipment area, so that if there was load-in or load-out happening on the same day, they would not affect one another.*
  - Want the equipment area to include large accordion-style shelving system on tracks (with ability to move and also to lock in place) for more efficient storage and access to equipment.
  - Require additional ball storage room of 175 square feet with shelving in the room. This room needs to have direct access to the outdoors, in a location with a convenient path to the Major League fields.
- *Travel Office.* Require office of at least 150 square feet for Director of Team Travel.
- *Commercial Grade Kitchen Space (and associated storage and service areas).* Require *commercial* kitchen (approximately 600 square feet) and all associated walk-in freezers, walk-in refrigerators, cooking equipment, exhaust hoods, plumbing, venting, etc. Also require attached secure storage space / pantry (approximately 250 square feet). Kitchen would obviously have to be designed to current standards and to meet the full needs of the team, however, we know that the following are important:

## Exhibit "C" Improvements

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- Plans need to include appropriate serving counters and stations (e.g. salad bar) that are integrated in some manner into the dining room space (which space is described below). Idea is such that the kitchen, serving and dining are all open and very much connected spaces.
- Optimally, would like to have garage door or other large access directly from the exterior of the building into the kitchen and the kitchen storage room, so that items can be loaded directly from vehicles. Would also want built-in floor to ceiling shelving in storage room.
- *Dining Room.* Require 1,100 square feet for a dining room (eating area). Must be connected to the kitchen /service counter in a functional way. Lunch room should probably occupy as space that is relatively accessible from / to the office areas of the building (as players may need to go up to the offices and/or team staff may need to come down).
  - *Nutrition area.* Want a portion of the lunch room space to include counters and cabinet space to be used as a "nutrition area", including supplements, nutrition bars, juice bar, smoothie station with blenders, etc
  - *Outdoor Eating Area.* Would like an additional outdoor patio eating area with picnic tables. Preferably this space will include some shade and be about 300 to 400 square feet. Depending on final building design, we recognize that the space may be larger than we need for this. If so, we would not want to finish the entirety of the larger space for the purpose of eating (we likely would want to leave unfinished or use for some other purpose).
- *Additional storage.* Would like to ensure that we have an additional storage space / room of approximately 250 square Major League portion of the building.

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## Exhibit "C" Improvements

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### Clubhouse and Training Spaces for Exclusive Use of Minor Leaguers

- *Minor League Player Locker Room(s) and Washrooms.* Requires one large locker room (of approximately 5,000 square feet in total) that can be divided into two (2) Minor League locker rooms as further detailed below.
  - Locker Room 1:
    - Space for 80 permanent player lockers (good quality) (requires approximately 2,000 square feet)
  - Locker Room 2:
    - Space for 130 permanent player lockers (medium quality) (requires approximately 3,000 square feet)
  
- *Minor League Player Washrooms.* There should be two (2) washroom / shower areas serving the Minor League locker area (one on each side of the large room described in the previous entry). One washroom / shower area should occupy approximately 900 square feet and the other should occupy approximately 1,300 square feet, and each should include an appropriate number of urinals, toilets, showers and sinks for the number of players using.
  
- *Athletic Training/Therapy Areas.* Athletic training/therapy area must be adjacent to the joint hydrotherapy space in the building and weight room, with ability to view into each.
  - Approximately 1,750 square feet of primary training space.
    - 10 hi low treatment tables included in the training space.
  - Would like to ensure there are high ceilings, making the space comfortable.
  - *Storage Space.* Would like secure storage space of at least twelve feet (18') by sixteen feet (16') (total square footage 288) with shelving.
  - *Massage therapy/chiropractic room.* Need small room of approximately 150 square feet for use by massage therapists and chiropractors.
  - *Trainers, Rehab and High Performance Offices.*
    - Require four "single" offices of about 150 square feet each (one each for Minor League trainer calls, Rehab Staff, Strength and Conditioning Staff and High Performance Staff)
    - Also require larger communal offices to accommodate 30 staff members. Can be split into 2 or 3 pooled work areas that accommodate 10 to 15 staff members each. Requires a total of about 900 square feet for all of this space. All minor league trainers and strength/conditioning coaches will be based in this area; as such, requires a view of the training area and easy access to the weight room. Need extensive cabinets and wraparound counter work space with ample electric outlets, internet access, etc. Would like ability to use entire walls as white board writing space. Would like these pooled work spaces to be roughly square, so that staff can work along edges or turn towards center for ad hoc meetings.
  
- *Janitor's Closet.* 1 janitor's closet of approximately 400 square feet for equipment and supply storage. This room needs a sink and hot and cold water.
  
- *Coaching Staff Locker Room.* Require 1,500 square foot coaching staff locker room (needs to that accommodate 70 lockers). Lockers should be ventilated and include integrated power outlets. Must also

## Exhibit "C" Improvements

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include about appropriate washroom facilities of about 600 square feet. At a minimum, require 6 urinals, 6 toilets, 20 showers and 8 sinks.

- *Coaching Staff Workroom.* Require 1,000 square foot coaching staff workroom with seating for at least 60 and all necessary outlets, internet, cable wiring, etc. in order assure that each can comfortably work. Should have want built-in counter/desk around exterior of the room to maximize work stations. Also need extensive cabinets for office supplies. Would like space to include a number of smaller (around 2 feet x 3 feet) wheeled tables that we can bring together to form a large working conference table, separate out into smaller work stations, or clear out entirely for larger meetings as necessary. Room should include copier and several televisions.
- *Roving Instructor and Other Baseball Staff Offices.* Require:
  - 3 offices of about 150 square feet, and
  - 3 offices of about 100 square feet each,

for roving instructors (i.e. Field Coordinator, Pitching Coordinator and Hitting Coordinator) and other coaches (i.e. mental skills, nutritionist) with room for desk/workstation.

- *Equipment Room / Equipment Storage/ Offices.*
  - Require approximately 2,500 square feet for equipment storage, at least partly divided, so it's really two spaces rather than one single large room. Within the 2,500 square foot area:
    - Want to devote a portion of storage space as a kind of "cage" of "subspace" that can be locked.
    - Want to include a pooled office area of about 200 square feet for 3 or 4 people. Should have counter built in around at least one exterior wall.
  - Want in-wall access to equipment room (waist up) from hallway for use to pass equipment to players (so that existing access doors can be used for entrance and egress only and not for service). This in-wall access point would have a locking roll-up window (concession-style).
  - Add garage door and loading dock to equipment storage room for easy load in from exterior. *Loading space for Minor League equipment area needs to physically separate from the loading space for the Major League equipment area, so that if there was load-in or load-out happening on the same day, they would not affect one another.*
  - Want the equipment area to include large accordion-style shelving system on tracks (with ability to move and also to lock in place) for more efficient storage and access to equipment.
  - Require additional ball storage room of 225 square feet.
  - Require additional 700 square foot cart storage area/room, connected to ball storage area and main room (through a door). This cart room should have sinks, as well as tables or counters to fill and load coolers with water/ice/powerade/gatorade and rollup garage doors out to fields.
- *Laundry.*
  - Main room size should be about 600 square feet,
  - Four (4) commercial washers and four (4) commercial dryers (with necessary power hookups, water, ventilation and drainage), and
  - One (1) sink and large table for folding.

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- *Commercial Grade Kitchen Space (and associated storage and service areas).* Require kitchen, serving and storage facilities that would allow us to prepare and serve food to 200+ people in one sitting. Requires industrial/commercial appliances (walk-in freezers, walk-in refrigerators, cooking equipment, exhaust hoods, etc.), plumbing, venting, etc. Kitchen would obviously have to be designed to current standards and to meet the full needs of the team, however, we know that the following are important
  - Likely requires about 1,000 square feet for the kitchen area
  - Plans need to include appropriate serving counters and stations (e.g. salad bar) that are integrated in some manner into the dining room space (which space is described below). Idea is such that the kitchen, serving and dining are all open and very much connected spaces.
  - Require separate secured pantry / storage room of approximately 250 square feet.
  - Optimally, would like to have garage door or other large access directly from the exterior of the building into the kitchen and the kitchen storage room, so that items can be loaded directly from vehicles. Would also want built-in floor to ceiling shelving in storage room.
  
- *Divisible Dining/Multi-Purpose Room.* Require 3,000 square foot dining room (needs to be able to hold 225 people seated around tables). Would like the ability to sub-divide the space with partitions (so one side could be used for dining while people are having a class or large meeting on the other side). Should be wired for televisions, projector, etc.
  - *Nutrition area.* Want a portion of the dining room space to include counters and cabinet space to be used as a "nutrition area", including supplements, nutrition bars, juice bar, smoothie station with blenders, etc
  
- *Umpire's room.* Locker area of around 250 square feet. Must be out of the way, with direct access to fields and limited access to other clubhouse sections. Some of the specifics include:
  - 4 lockers, 4 locker chairs, and a table with 4 chairs for umpires to use for meals
  - Bathroom with 2 shower heads, 2 sinks, 1 toilet and 1 urinal (need about 180 square feet for that).
  
- *Additional storage.* Would like to ensure that we have an additional storage space / room of approximately 250 square feet within Minor League portion of the building

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## Exhibit "D"

### AGREEMENT TERMS APPLICABLE BETWEEN EFFECTIVE DATE AND THRESHOLD DATE OR TERMINATION

#### SECTION 1 - DEFINITIONS

In this Exhibit "D", unless there is something in the subject matter or context inconsistent therewith:

- a) "**BOC**" or "**Office of the Commissioner of Baseball**" means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.
- b) "**Capital Replacement**" means in accordance with the practice observed by prudent owners of facilities similar to the Dunedin Facilities, as and when required, the replacement of elements of the Facilities, including but not limited to the following: structural portions of the facilities; roof; load; bearing walls; seating, if an entire section of seats needs replacement; parking areas; fencing; scoreboard; and HVAC systems. This definition includes replacement, to the extent necessary, of the following: lighting, but not individual fixtures or bulbs; electrical systems, but not individual lines or fixtures; and plumbing, but not individual pipes or fixtures. Not included in this definition is any damage required to be repaired by the City pursuant to SECTION 15 of this Exhibit "D" or damage caused by an act or the negligence of the Club, its employees, agents, invitees, subtenants, licensees, assignees, or contractors. This definition shall not include periodic maintenance, painting, improvements or repairs in or upon the Facilities which are not in accordance with generally accepted accounting practices of a capital nature.
- c) "**Commissioner of Baseball**" means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.
- d) "**Concession Facilities**" means the area(s) designated and used for concession operations in accordance with the design to be agreed upon between the parties for the reconstruction of and additions to the Grant Field Facilities and the construction of certain Engelbert Complex Facilities in accordance with the Project elements referred to in Exhibit "A", as they may hereafter be constructed;
- e) "**Dunedin Facilities**" means the Engelbert Complex Facilities and the Grant Field Facilities;
- f) "**Englebert Complex Facilities**" means all of the training buildings, fields and other amenities and improvements, now existing and as improved in the future, on the following parcel of land:

A parcel of land lying in the South ½ of Section 24, Township 28 South, Range 15 East.

## Exhibit "D"

Commencing at the centre of Section 24 go north 400.06 feet, east 1335.34 feet, north 417.35 feet along the eastern boundary of the Spanish Acres Subdivision. Thence west 1335.55 feet, north 26.02 feet, west 520.34 feet, south 683.61 feet, west 802.43, south 192.60 feet, west 242.01 feet, northwesterly 19.07 feet, south 1276.48 along the eastern right of way of Garrison Road, thence east 1642.96 feet, north 1244.15 feet and west 318.74 to the P.O.B. (O.R. 4505, Page 797 & O.R. 6671, Page 1319.

Contains 83.57 acres more or less.

- g) **"Florida State League Season"** means the period of approximately April 1 to September 15 of each year, inclusive, and **"Florida State League games"** means all of the Minor League Team's home games at the Dunedin Facilities during the Florida State League Season;
- h) **"Grant Field Facilities"** means all Grant Field stadium (also known as Dunedin Stadium) facilities and improvements, including the parking area, now existing and as improved in the future, on the following parcel of land: the Northwest  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  of Section 34, Township 28 South, Range 15 East, less the West 345 feet and less the South 492.50 feet. Less and except all easements and rights-of-way;
- i) **"Maintenance"** means all day-to-day cleaning and general maintenance, including repairs and painting;
- j) **"Major League Baseball"** or **"MLB"** means, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Clubs acting collectively.
- k) **"Major League Baseball Club"** or **"Major League Club"** means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.
- l) **"Major League Constitution"** means the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.
- m) **"Major League Team"** means the *Toronto Blue Jays* Major League Baseball Club that is owned by the Club.
- n) **"Minor League Team"** means the *Dunedin Blue Jays* Florida State League team that is owned by the Club.

## Exhibit “D”

- o) “**MLB Approval**” means, with respect to the Major League Clubs, the Commissioner of Baseball, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).
- p) “**MLB Governing Documents**” means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto).
- q) “**MLB Rules and Regulations**” means (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner of Baseball, the BOC or any other MLB Entity as in effect from time to time.
- r) “**Net Ticket Revenues**” means gross receipts for admission to all Spring Training games after deduction of all applicable taxes;
- s) “**Person**” means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, governmental entity or other entity.
- t) “**Repairs**” means all major repairs, including without limitation, roof repairs and repairs to electrical, plumbing, heating and air conditioning equipment and all other repairs not constituting Capital Replacement;
- u) “**Spring Training Season**” means the period of approximately February 15 to April 7 of each year, inclusive, and “**Spring Training games**” refers to all of the Major League Team’s officially scheduled preseason home games and makeup games to be played at the Dunedin Facilities during the Spring Training Season, and “**Minor League Spring Training games**” refers to all of the Club’s games

## Exhibit "D"

involving minor league players to be played at the Dunedin Facilities during Spring Training Season; and

- v) **"Winter Instructional Season"** means the period of approximately September 1 to November 30 of each year, inclusive, and **"Winter Instructional Games"** means all of the Club's major league and minor league players' games and practices to be played at the Dunedin Facilities during the Winter Instructional Season.

### SECTION 2 - Spring Training and Florida State League

#### Activities

- a) Major League Team. The Club shall engage in Spring Training of the Major League Team at the Dunedin Facilities, during each Spring Training Season. Subject to the MLB Rules and Regulations, the Club agrees to play no less than ninety percent (90%) of its "home" Spring Training games at the Dunedin Facilities, and will make all reasonable efforts to play at least ten (10) Spring Training games with other Major League Clubs at the Dunedin Facilities during each Spring Training Season. In the event that the number of games to be played at the Dunedin Facilities is reduced pursuant to the MLB Rules and Regulations, the parties will consult with each other on this situation and will negotiate in good faith to reach a resolution that will return to each party the benefits contemplated and agreed to in this Exhibit "D" as nearly as possible without otherwise adversely affecting the rights and obligations of the parties hereunder. Games that are cancelled due to inclement weather will be counted as games played relative to the ten (10) Spring Training games per Spring Training Season commitment above, if the appropriate officials have formally cancelled the games citing such inclement weather.

The Club shall be entitled to schedule Spring Training games in excess of ten (10) per Spring Training Season at the Dunedin Facilities. "Home" Spring Training games to be played hereunder will be played at the Grant Field Facilities. Notwithstanding any contrary provision of this Exhibit "D", the Club shall be allowed to play Spring Training games in which it is designated as the "home" team at sites other than the Dunedin Facilities.

- b) Minor League Team. The Club shall engage in Florida State League games of the Minor League Team at the Grant Field Facilities during such seasons as the Club engages in Spring Training of its Major League Team at the Dunedin Facilities. The Dunedin Facilities will be available for use by the Minor League Team during the Florida State League Season.

### SECTION 3 - AREAS OF YEAR-ROUND USE

The Club shall have the exclusive rent-free use of the home clubhouse and offices, and the batting tunnels (including maintenance areas) located on the Dunedin Facilities. The City shall not use or permit use of such areas without the prior written consent of the Club. The City may request use of such areas or parts thereof for official public functions

**Exhibit "D"**

provided consent of the Club is first obtained, which consent will not be unreasonably withheld.

Except as provided above for the Club's exclusive use, the parties shall have shared control and use of the Dunedin Facilities, subject to and in accordance with the remaining terms of this Exhibit "D". The scheduling of the use of the Dunedin Facilities will be determined mutually by the Club and the City, but shall not conflict with the Club's scheduled use of the Grant Field Facilities for baseball games for both the Major League Team and the Minor League Team. Notwithstanding any contrary provision of this Exhibit "D", the Club shall have ultimate scheduling priority at the Dunedin Facilities with respect to all Spring Training games to be played by the Major League Team.

The parties will use reasonable efforts to agree on the shared control and use of the Dunedin Facilities in a manner that will result in the lowest ad valorem tax impact that can be achieved (should such tax be levied against all or part of the Dunedin Facilities), and except as is specifically otherwise provided herein, the Club shall not have the exclusive use of any of the Dunedin Facilities and they shall be allocated between a public and a private use in a manner that assures that the taxability of the Dunedin Facilities for ad valorem tax purposes and other applicable taxes, if any, will be at the lowest possible level that, in any case, does not exceed \$50,000 in property taxes of any kind arising from the use of said Dunedin Facilities by the Club.

**SECTION 4 - SECTION RESERVED**

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**SECTION 5 - OPERATIONAL PERSONNEL**

The Club will provide all personnel for the conduct of its operations at the Dunedin Facilities for all Spring Training Games, Minor League Games, and, save for City use, all other use and operation of the said Facilities for its use and occupancy of the Facilities, including Winter Instructional Games, practices and Florida State League games and practices and for the use of third parties as is set forth in this Exhibit "D". Except when being used by the City, the City will provide no operational or security personnel at the Dunedin Facilities, except that it will provide law enforcement personnel for traffic control purposes at all times as it deems appropriate for public safety.

The Club will be responsible to provide personnel for all repair, maintenance, staffing, cleaning, ticket sales, internal security, umpires, ground keeping, and all other operational personnel for the Dunedin Facilities. As an exception to the above, the City will provide limited plumbing and electrical services within its staff competency to a total of not more than ten (10) man hours per month at no cost to the Club, upon specific request by the Club for such services and the Club will pay for materials required arising from such services. The City will not otherwise provide any services whatsoever to the Dunedin Facilities, except as is specifically provided herein, and shall not be obligated to expend any funds for repair or maintenance of the Dunedin Facilities, save as included in Sections 6(f), 6(g), 15 and 24 of this Exhibit "D".

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The City shall have the right, from time to time and at such times as it deems necessary, to inspect the Facilities for the purpose of insuring compliance with building codes, laws and ordinances of the City of Dunedin, the State of Florida, Pinellas County and other governmental agencies.

### SECTION 6 - MAINTENANCE

- a) General. Save for repairs to be undertaken by the City pursuant to Sections 6(f), 6(g), 15 and 24 of this Exhibit "D", the Club shall be responsible for all Maintenance and Repairs of the Dunedin Facilities, including, but not limited to, clubhouses, playing field surfaces, batting tunnels, batting eye, offices, public washrooms, parking lots, grandstand, fencing, seating at Englebert Complex Facilities and Grant Field Facilities, ornamental landscaping around all parking lots, painting, irrigation system, parking lot resurfacing and striping, roof repair, repair from windstorm or rain damage, drainage and utility lines, repair and maintenance of all light standards and lighting facilities and any and all repairs and maintenance. Upon the end of the Club's use and returning to exclusive possession of the City, the Dunedin Facilities shall be returned to the City in the same condition as they were at the effective date of the Agreement to which this Exhibit "D" is attached, reasonable wear and tear and City required repairs excepted.
- b) Playing Fields Maintenance. All playing fields at the Dunedin Facilities shall be maintained by the Club to a standard similar to Major League playing facilities and such maintenance shall include field preparation for use by other organizations.  
  
The Maintenance of the fields to the standard specified in this Exhibit "D" shall be deemed to be a material part of the consideration to the City under the terms of this Exhibit "D" and any breach of that obligation and responsibility shall be deemed to be a material breach of this Exhibit "D".
- c) Standard of Maintenance. The maintenance of the Dunedin Facilities, pursuant to this Exhibit "D", shall be to a standard that they are in good operating condition and shall be cared for in a manner best calculated to preserve and extend their useful life.
- d) Maintenance Personnel. The Club shall employ an appropriate number of full and part-time employees for the purpose of the Maintenance responsibilities set forth herein. Such persons shall be the employees of the Club and shall not be deemed to be the agents or employees of the City in any manner whatsoever. The Club shall be solely responsible for the hiring and supervision of such employees in sufficient numbers and qualifications to meet its obligations hereunder.
- e) Use of Dunedin Facilities by Other Organizations. The use of the Dunedin Facilities by other organizations (excepting the City) for baseball purposes and purposes related thereto and such other purposes as may be approved by the City shall be scheduled and administered by the Club. The Dunedin Facilities will be made reasonably available for the use by other organizations for baseball purposes

## **Exhibit "D"**

and will be made reasonably available to the City for the use for any City purpose, specifically including multi-day events such as Oktoberfest and similar recreational and public events. The use of the Dunedin Facilities by organizations other than the City shall be under the administrative control of the Club and the Club may require such payments, indemnifications, contracts and other reasonable guarantees, insurances, protections and written commitments as it shall deem to be appropriate under the circumstances. The Club may charge for its reasonable cost of maintenance and overhead to such third party organizations as it deems appropriate.

- f) The City, without cost to the Club, will continue its practice of the annual painting of railings, building exteriors and batting tunnels for the duration of this Exhibit "D" in accordance with its practices existing prior to the Effective Date of the Agreement to which this Exhibit "D" is attached.
- g) The City, to the extent allowed by law, and without cost to the Club, shall use its best efforts for make available the use of persons required to do community service or inmate labor under the Club's supervision to clean and/or maintain the Dunedin Facilities during Spring Training. In the event that the Club is not allowed to provide supervision of such personnel, the City will provide such supervision, without cost to the Club.

### **SECTION 7 - TICKET REVENUE**

The Net Ticket Revenue will be collected by the Club and will be distributed, as follows:

- a) Net Ticket Revenue in respect of the first 3,800 tickets either sold or distributed free of charge for each Spring Training game shall be distributed 95% to the Club and 5% to the City; and
- b) Net Ticket Revenue in respect of tickets either sold or distributed free of charge for each Spring Training game in excess of the first 3,800 shall be distributed 85% to the Club and 15% to the City;
- c) The Net Ticket Revenue to the City will be distributed to the City no later than May 1 of each year. Net Ticket Revenue distributed to the City after May 1 of each year shall bear interest at 12% per annum simple interest.
- d) The Club shall be entitled to collect and retain all gross receipts for admission to all Winter Instructional Games and practices and all games played by the Minor League team at the Dunedin Facilities.

In addition to the Net Ticket Revenue distributed as set forth above, in 2018 the Club will pay to the City the sum of \$1.50 for each ticket sold for each Spring Training game. Payment will be net of taxes. This payment will be referred to as the "Ticket Surcharge". In the next subsequent calendar year and in all subsequent calendar years, the Ticket Surcharge will be recalculated with reference to the Consumer Price Index, as hereinafter set forth and shall be rounded up to the nearest \$.05. Such Consumer Price

## **Exhibit "D"**

Index shall be redetermined on each September and thereafter for each succeeding calendar year as follows:

Such Surcharge shall be determined by dividing the then existing Surcharge as of September in the current year by the index number for the month of September of the preceding year as it appears in the column "ALL ITEMS" in the Consumer Price Index, as is published by the Bureau of Labor Statistics, United States Department of Labor, Consumer Price Index for all Urban Consumers (CPI-U) South urban and then multiplying that amount by the amount of the then existing surcharge. The resulting surcharge will then be rounded up to the nearest \$.05 and shall apply for the next Spring Training season. In the event that the Consumer Price Index ceases to be published by the U.S. Department of Labor, the closest comparable index will be used for the above purpose.

### **SECTION 8 - CONCESSION SHARING**

The City will receive a share of Concession Revenues for home Spring Training games as is provided herein.

The City will receive no Concession Sharing for games with fewer than 3,800 attendees, the calculation of which will include tickets sold and tickets distributed free of charge.

For Spring Training games, the City will receive in 2018, the amount of \$.85 per attendee in excess of 3,800 per home Spring Training game. This amount will be subject to the CPI adjustment for the second calendar year and consecutive calendar years, if any, in accordance with the Consumer Price Index adjustment rounded up to the nearest \$.05 using the same adjustment formula as set forth in Section 7 of this Exhibit "D".

One half of the amount received by the City for Concession Revenue will be paid into the Capital Replacement Fund as is set forth in Section 24 of this Exhibit "D" until such Fund is fully funded and thereafter will be retained by the City until the Fund requires replenishment.

All payments for Concession Sharing will be made to the City no later than May 1 of each year. Any payments received after that date will be paid with interest at 12% per annum simple interest.

### **SECTION 9 - PARKING**

The Club will be entitled to all revenue from parking for baseball purposes and related purposes at the Dunedin Facilities save for City events. The Club will not be entitled to any revenue from parking at offsite locations.

### **SECTION 10 - MEDIA ADVERTISING AND OTHER REVENUE**

The Club shall have all radio, television and other broadcast rights and all advertising rights and shall be entitled to all revenue generated from its activities at the Facilities which are not specifically reserved to the City hereunder, including all radio,

## **Exhibit “D”**

internet, and television revenue, novelty and seat cushion sale or rental and all advertising revenue (including, without limitation, revenue from fence signs, scoreboards, signboards, billboards, pamphlets, cards and programs). Save for City events, the Club shall be entitled to all other revenue arising from or incidental to the operation of all baseball games and purposes related thereto or other events previously approved by the City at the Dunedin Facilities and not otherwise expressly dealt with under the terms of this Exhibit “D”.

### **SECTION 11- PROGRAMS**

The Club shall have the right to sell and distribute programs at all Spring Training games and at other such times as the Club deems appropriate and shall be entitled to all revenues derived therefrom. The Club will provide to the City one page of complementary space in each program for “welcome letters” from the City and the Chamber of Commerce.

### **SECTION 12 - SCOREBOARD AND SIGNBOARD**

- a) The Club shall be entitled to operate and to control the operation of the scoreboard and sign on the Grant Field Facilities, and the City will not permit the operation or other use of the scoreboard or sign by a third party without the prior written consent of the Club. The City will indemnify the Club for any loss, damage or liability incurred by the Club as a result of the use of the scoreboard or sign by the City or third parties with or without the consent of the Club.
- b) It is acknowledged that the exterior sign at the Grant Field Facilities is the property of the Club, and upon any expiry or termination of this Exhibit “D”, the Club shall be entitled to remove its sign from the Grant Field Facilities provided such sign is replaced by the sign that was situated on the Grant Field Facilities prior to installation of the present sign by the Club.

### **SECTION 13 – NAMING RIGHTS**

The parties will cooperate with each other to sell naming rights to the Grant Field Facilities. The City will be responsible for the marketing of this right and shall proceed with diligence to make reasonable efforts to market the naming of the Grant Field Facilities. The selection of a name will require the mutual consent of both parties and shall be made in accordance with the MLB Documents and the City is granted substantial discretion in this decision for the reasons that the Grant Field Facilities are public facilities and the selection of the name will reflect on the Dunedin community. Any revenue from the sale of the naming rights will be the property of the City. The City (or naming rights sponsor) will be responsible for any costs of implementing such naming rights arrangements and the Club will have no responsibility therefor. The City’s obligations regarding Capital Improvements shall be as is set forth in Sections 15 and 24 of this Exhibit “D”, in respect of Englebert Complex Facilities and Grant Field Facilities, notwithstanding the level of funding of the Capital Replacement Fund.

## **Exhibit "D"**

### **SECTION 14- CONCESSIONS, SALES AND EQUIPMENT**

The Club shall be entitled to exclusively operate the Concession Facilities during Spring Training games and Florida State League games. The Concession equipment presently in the Grant Field Facilities is the property of the City. The Club may use such equipment while it is operating the Concession Facilities and shall be responsible for the reasonable maintenance and repair of said equipment and to deliver the equipment to the City in reasonable condition at the end of use, normal wear and tear excepted. Save for Capital Replacements, the Club will be responsible for replacing any concession equipment when it no longer may be reasonably repaired.

The Club shall not make any material alterations or improvements to the Concession Facilities or to any of the Dunedin Facilities without obtaining the prior written consent of the City Manager, which consent will not be unreasonably withheld. Requests to make any alterations or improvements shall be in writing.

The right of the Club to use and operate the Concession Facilities is an exclusive right save during City events. The Concession Facilities may be used by the City and by other organizations so authorized by the City at times when use is not required by the Club or for the Club events under the terms of this Exhibit "D". The Club shall not exclude other organizations from use and operation of the Concession Facilities when use is not required by the Club or for the Club's events hereunder; provided that when the City or another organization is permitted to use and operate the Concession Facilities, the City will be responsible for cleaning the concession equipment and the Concession Facilities, and the City will indemnify the Club for any damages to or additional maintenance of the Club's concession equipment (if the Club purchases and owns concession equipment) or any other loss, cost or liability incurred by the Club as a result of such use. Any use of the Club's concession equipment by such other organizations shall require the consent of the Club.

During the Club's operation of the Concession Facilities hereunder, the City will cooperate with the Club to obtain such consents, permissions or licenses as may be required to allow the Club, exclusively, to sell or authorize the sale of alcoholic beverages during Spring Training games and Florida State League games. The Club or its concessionaire shall be entitled to obtain a liquor license from the appropriate authorities for the operation of the Concession Facilities, either directly or through its concessionaire. In the event that the City sells alcoholic beverages from the Concession Facilities during City events, the City will be responsible for obtaining the necessary license for the same.

### **SECTION 15- DAMAGES TO DUNEDIN FACILITIES**

In the event that there is a partial or complete destruction of or damage to the Dunedin Facilities, or any material part of them, rendering the Dunedin Facilities or such material part of them unusable and the cost of repair exceeds City provided insurance proceeds by \$500,000, then the City shall not be under any obligation to repair or to do any other act to restore the Dunedin Facilities so that they may be used by the Club as contemplated by this Exhibit "D". If the cost of repair or restoration does not exceed City provided insurance proceeds by \$500,000, the City shall be obliged to repair and restore

## **Exhibit "D"**

the Dunedin Facilities. If the cost of repair or restoration exceeds City provided insurance proceeds by \$500,000, the City may, in its full discretion, restore or repair such destruction or damages or not, as it deems best, provided that the City shall notify the Club in writing within thirty (30) days of such destruction or damage, in accordance with the foregoing requirement, of its decision either to restore or repair or not restore or repair such destruction or damage. If the City so notifies the Club that it has decided to restore or repair such destruction or damage, the City shall promptly complete such repair or restoration to the standards of the existing facilities prior to such destruction, but in no event later than seven (7) months from the date of such notice. If the City does not so notify the Club that it has decided to restore or repair such destruction, or if the City so notifies the Club that it will restore or repair the destruction or damage but does not complete such restoration or repair within seven (7) months of the date of the notice, the Club shall be entitled to immediately terminate this Exhibit "D" and/or the Agreement to which it is attached on written notice thereof to the City and shall be obligated to pay only pro-rated amounts due to the City hereunder based on its use during the then current year, and shall have no further obligations to the City. Where the destruction or damage was beyond the control of the City, and the City is not obliged to repair or restore under this Section 15, the City will incur no liability to the Club arising from the City's decision not to repair the Dunedin Facilities for the Club's use under the terms of this Exhibit "D" other than as provided in Section 16 below.

### **SECTION 16- PERSONAL PROPERTY**

All areas of the buildings on the Dunedin Facilities designed to contain equipment or personal property, including without limitation the Concession Facilities, shall be designed in a manner to be secured for the protection of such equipment or other items of personal property. Any equipment or personal property brought into buildings on the Dunedin Facilities by the Club or any other user organization shall remain the property of the Club or user organization and shall be used only with the permission of the Club or user organization. In the event that any such use is allowed with the City's permission, the user of the equipment or personal property and the City will be responsible for any damage to the equipment or personal property so used. The City shall not otherwise be responsible for the loss or damage to any equipment or personal property on the Dunedin Facilities caused by vandalism, hazard, or other matter outside the control of the City.

### **SECTION 17- UTILITY COSTS**

The Club shall be responsible for all utility costs to the Dunedin Facilities, save for utilities to be paid for by the City in respect of its use. The City will provide the necessary reclaimed water to the Dunedin Facilities at no cost to the Club for the reclaimed water used. Utility costs attributable to the use of the Dunedin Facilities by the City will be paid by the City. Utility costs attributable to the use of the Dunedin Facilities by other user organizations may be charged to those user organizations by the Club.

## Exhibit "D"

### SECTION 18- CLUB ANNUAL CONTRIBUTION

During the operation of this Exhibit "D", the Club shall make an annual contribution to the City in the amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00) (the "**Special-Purpose Annual Payment**"). The Club will make payment of the Special-Purpose Annual Payment on or before September 1 of each calendar year during which this Exhibit "D" is operable and the Club in fact uses the Dunedin Facilities for its Spring Training games.

The City shall maintain and separately account for the Special-Purpose Annual Payments made by the Club (the "**Special-Purpose Annual Payment Account**"). The designation and establishment of the Special-Purpose Annual Payment Account in and by this Exhibit "D" shall not be construed to require the establishment of a completely independent, self-balancing account as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues as herein provided. The Club will, at any time, be entitled to all records regarding the status of such Special-Purpose Annual Payment Account and the information about amounts accrued therein (including interest).

Expenditures of any amounts held within the Special-Purpose Annual Payment Account may be made only for Capital Replacement (as defined in this Exhibit "D") at the Dunedin Facilities and Maintenance, subject to the Club's written approval of the specific expenditures (including the specific services, materials and contractors). Notwithstanding the foregoing, the City and the Club may mutually agree in writing to utilize certain of the amounts held in the Special-Purpose Annual Payment Account to cover soft costs associated with redeveloping and reconstructing the Dunedin Facilities (the "**Soft Costs**"). The City and the Club hereby recognize that any such uses of funds in the Special-Purpose Annual Payment Account to cover Soft Costs shall be reimbursed by project funds if and when they are secured and funded through the State of Florida and/or Pinellas County.

The Club and the City hereby agree that it is the intention of the parties that, upon the occurrence of the events described in paragraph 1.2(b)(ii) of the Agreement to which this Exhibit "D" is attached, all amounts held in the Special-Purpose Annual Payment Account be added to the Capital Replacement Fund (as defined in the Agreement to which this Exhibit "D" is attached).

In the event that the Threshold Date is not achieved and the Agreement to which this Exhibit "D" is attached is terminated pursuant to paragraph 1.2(b)(i) of such Agreement, all proceeds remaining in the Special-Purpose Annual Payment Account shall be the property of the Club and shall be returned to the Club within thirty (30) days of the Club making a written request for same. This paragraph will survive the expiry or early termination of the Agreement to which this Exhibit "D" is attached.

### SECTION 19 - SECTION RESERVED

[Intentionally Deleted]

## Exhibit "D"

### SECTION 20 – TAX LIABILITY

The Club shall be responsible for all sales taxes, intangible taxes, license taxes, and all other taxes or fees directly arising from or attributable to the Club's use of the Dunedin Facilities, whether payable to the City or to other governmental agencies. The parties will each be responsible for payment of one-half (1/2) of the ad valorem taxes on the Dunedin Facilities (net of City taxes) as is otherwise set forth in Section 3 of this Exhibit "D" to a maximum of \$25,000 per year per party. In the event that the annual ad valorem taxes payable on the Dunedin Facilities are in excess of \$50,000 despite the best efforts of the parties to reduce them to that amount, the parties will meet together in good faith to reasonably resolve operational matters to attempt to reduce the payment of the additional ad valorem taxes.

### SECTION 21 - INDEMNITIES

a) Club Indemnity. The Club will from time to time and at all times hereafter save, defend and keep harmless and fully indemnify the City and its respective officers, employees and agents, of, from and against all damages, losses, costs, charges, liabilities, obligations and expenses, including without limitation reasonable legal fees and disbursements, (collectively, the "Costs") which may be sustained, incurred or paid by any of them by reason or on account or arising out of any act or omission by the Club or its respective officers, employees, agents or those from whom the Club is in law responsible in connection with the use by the Club of the Dunedin Facilities; provided that such indemnity shall be limited by the extent to which such Costs are caused or contributed to by the City or its respective officers, employees, agents or those for whom the City is at law responsible (whether by reason of contributory negligence or otherwise).

b) City Indemnity. Subject as provided by law, (including Florida case law, statutes and the Florida constitution, to the extent they are applicable and specifically 768.28 F.S.) the City will from time to time and at all times hereafter save, defend and keep harmless and fully indemnify the Club and its partners and each of their directors, officers, employees and agents of, from and against all Costs which may be sustained, incurred or paid by any of them by reason or on account or arising out of any act or omission by the City or its respective officers, employees, agents or those for whom the City is at law responsible in connection with the design or construction of the Dunedin Facilities, or use of the Dunedin Facilities by the City; provided that such indemnity shall be limited by the extent to which such Costs are caused or contributed to by the Club or its respective directors, officers, employees, agents or those for whom the Club is at law responsible (whether by reason of contributory negligence or otherwise) or by other third parties.

### SECTION 22 – INSURANCE

The Club shall, at its expense, keep in force during the entire period that this Exhibit "D" is operable, general liability and broad form comprehensive general liability insurance issued by a responsible insurance company and in form acceptable to the City, acting reasonably, for the protection of the City (except to the extent of the City's negligence) against all liability, judgments, costs, damages and expenses which may accrue against, be

## **Exhibit “D”**

charged to, or recovered from the City by reason of damage to the property of the City or injury to or death of any person or persons arising out of use of the Dunedin Facilities by the Club, in a policy or policies in a minimum amount of a combined single limit or one million dollars (\$1,000,000.00). This liability coverage shall also contain applicable coverages for premises operations, contractual insurance, personal injury, liquor liability and broad form property damage. The Club shall also carry its own workers compensation insurance. Insurance required by the terms of this Exhibit “D” shall be evidenced to the City in the form of a Certificate of Insurance which provides that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or diminishing coverages. The Club shall furnish to the City a new Certificate of Insurance at least fifteen (15) days prior to the renewal date of coverages. A Certificate of Insurance evidencing the insurance coverage specified herein shall be furnished to the City prior to the facilities being utilized by the Club. Notwithstanding anything contained herein, no sovereign immunity or limited sovereign immunity that may be imposed by law with respect to the City’s liability hereunder shall serve to, or be deemed to serve to, increase, expand or add to any liability or responsibility of the Club to third parties and the Club shall not and shall not be deemed to assume or be responsible for any liability or responsibility or excess liability or responsibility for which the City would otherwise be responsible (whether hereunder or otherwise) but for any sovereign immunity or limited sovereign immunity imposed by law.

The City shall self-insure for its liability under this Exhibit “D” and shall maintain such property insurance for loss by hazard as to the insurable value of such Facilities as it maintains for other City property for its full replacement cost. The Club will provide for insurance for its property kept at the Dunedin Facilities. The Club will not be responsible for any loss or damage to properties insured against by the City except for intentional acts or negligence of the Club up to the amount of the City deductible under its insurance policies.

### **SECTION 23 – SUSPENSION OF EXHIBIT “D”**

- a) General. In the event that the Club is prevented from using the Dunedin Facilities or any material part thereof at any time during the operation of this Exhibit “D” because of a national emergency, the United States being in a state of war, a labor dispute, the rules and regulations of MLB, the National Association of Professional Baseball Leagues Inc., the Florida State League of Professional Baseball Clubs Inc., the need or undertaking of Capital Replacements precluding use of the Dunedin Facilities or any other event beyond the reasonable control of the Club, this Exhibit “D” shall be regarded as suspended for that period without liability for damages of either party to the other. The provisions of this Exhibit “D” which are not directly affected by the Club being unable to use the Dunedin Facilities or such material part thereof shall remain in full force and effect.
- b) If the period of the suspension extends beyond eight (8) months and such arises by reason of a state of war within the United States or a non-baseball labor dispute, the Club shall be entitled to terminate this Exhibit “D” or the Agreement to which it is attached without liability to the City therefor.

## **Exhibit "D"**

During the period of such suspension, the Club shall be entitled to conduct its games and practices hereunder at alternate facilities of its choice.

### **SECTION 24 – CAPITAL REPLACEMENT FUND**

During the operation of this Exhibit "D", the City shall maintain a fund for the purpose of Capital Replacement expenditures which shall be known as the Capital Replacement Fund (the "**Fund**"). This Fund shall be used solely for Capital Replacement expenditures and shall be initially funded to an amount of \$250,000 or such greater amount as agreed upon between the parties. Capital Replacements shall be undertaken by the City as and when required, without cost or expense to the Club as to the funding for such Capital Replacements. The City will be responsible for all capital replacement costs in respect of the Dunedin Facilities notwithstanding any funding or changes in funding to the Capital Replacement Fund.

The Fund shall be funded from the following sources:

- (a) The amounts held in the Fund on the effective date of the Agreement to which this Exhibit "D" is attached.
- (b) One-half (1/2) of the Concession Sharing amount paid to the City set forth in Section 8 of this Exhibit "D" until fully funded and thereafter such Concession Sharing amount will be paid to the City.
- (c) All interest accrued by such Funds, which interest will stay in the Fund even though the Fund exceeds its maximum amount.

The City shall maintain the Fund and shall separately account for it. The Fund shall be in the nature of a trust fund and the Club will, at any time, be entitled to all records regarding the status of such Fund and the information about amounts accrued therein. Expenditures of such funds shall be limited to Capital Replacement at the Dunedin Facilities and shall require the joint approval of the City and the Club, not to be unreasonably withheld or delayed.

Upon the occurrence of the events described in paragraph 1.2(b)(ii) of the Agreement to which this Exhibit "D" is attached, all amounts held in the Fund will be added to the Capital Replacement Fund (as defined in the Agreement to which this Exhibit "D" is attached).

In the event that the Threshold Date is not achieved and the Agreement to which this Exhibit "D" is attached is terminated pursuant to paragraph 1.2(b)(i) of such Agreement, all proceeds remaining in the Fund will be the property of the City and may be used for any purposes as deemed appropriate by the City, free of trust.

The City shall administer the expenditures of such Funds and shall undertake and complete any Capital Replacement projects that the parties have mutually agreed upon and shall follow all normal purchasing, bidding and construction practices as in its normal

**Exhibit “D”**

course of business, unless the parties shall mutually agree to delegate some or all of a Capital Replacement Project to the Club.

**SECTION 25 – SECTION RESERVED**

[Intentionally Deleted]

**SECTION 26 – SECTION RESERVED**

[intentionally deleted]

**SECTION 27 - SECTION RESERVED**

[intentionally deleted]

**SECTION 28 – SECTION RESERVED**

[Intentionally Deleted]

**SECTION 29 – DEFAULT**

The occurrence of one or more of the following is an event of default:

- a) The Failure by either party to perform, observe or comply with timely, any term, representation, condition, obligation, covenant, or other provision requiring performance of that party under this Exhibit “D” and such failure is not cured within sixty (60) days after written notice, specifying the nature of such failure and requesting that it be remedied, given by the non-defaulting party to the defaulting party, unless the non-defaulting party shall agree in writing to an extension of such time prior to expiration; provided, however, if the failure stated in the notice cannot reasonably be corrected within the applicable period, no event of default shall be deemed to exist hereunder if corrective action is instituted by the defaulting party promptly upon receipt of the written notice and is diligently pursued until corrected.
- b) The dissolution or liquidation of the Club, or the filing of a voluntary or involuntary petition applicable to the Club in any proceeding for the Club’s reorganization or liquidation under the provisions of the Federal Bankruptcy Code, or adjudication of the Club as bankrupt, or the appointment of a receiver of any of the Club’s property, or the assignment of any of the Club’s property for the benefit of its creditors, if the Club fails to lift, stay or dismiss promptly any such proceedings or any execution, garnishment or attachment that will materially and adversely impair the Club’s operation.
- c) The Club abandons the Dunedin Facilities.
- d) The Club disposes of all or substantially all of its assets, other than to a permitted assignee.

## Exhibit "D"

- e) The filing of a voluntary or involuntary petition applicable to the Club in any proceeding for the Club's reorganization or liquidation under the provisions of the Federal Bankruptcy Code, if the Club fails to lift, stay or dismiss promptly such proceeding or similar proceedings under Canadian law.

Whenever any event of default by the Club shall have occurred and be continuing, the City may take any of the following remedial steps:

- (I) In the event of a monetary default, abandonment of the Dunedin Facilities by the Club or a wrongful termination of this Exhibit "D" by the Club, the City may reenter and take possession of the Dunedin Facilities without terminating this Exhibit "D", exclude the Club from possession thereof and lease or otherwise use the Dunedin Facilities for the account of the City and may require the acceleration of the annual payments as set forth above without setoff or other defense by the Club arising from the City's reentry and use of the Dunedin Facilities and such setoff or defenses of the Club are specifically waived.
- (II) Take any act or law or in equity as it may appear necessary or desirable to collect any amount to be paid by the Club hereunder when due, or to enforce any obligation or covenant or agreement of the Club under this Exhibit "D"; provided, however, no such enforcement shall include a requirement of the Club to play home Spring Training games at the Dunedin Facilities during the period that this Exhibit "D" is operable, the City's remedies in respect of any default in so playing being limited to monetary damages.

In the event that an event of default by the City shall have occurred and be continuing, the Club may institute such action against the City as the Club may deem necessary to complete performance or may perform the City's obligations hereunder and deduct the cost of so doing from payments required to be made hereunder to the City; provided, however that no such action shall seek to impose, or impose, any pecuniary liability upon the City, or any personal or pecuniary liability upon any member of the City Commission, employee, attorney or contractual representative of the City and any such claim, legal right or cause of action is specifically waived and foregone hereby.

No delay or omission to exercise any right or power accruing upon any event of default shall impair any right or power or shall be construed to be a waiver thereof by any such right or power may be exercised from time to time and as often as may be deemed expedient.

In the event either party shall default under any of the provisions of this Exhibit "D" and the other party should employ attorneys or incur other expenses for the collection of any amount due hereunder or the enforcement of performance or observance of any obligation or agreement herein contained, the non-breaching party if successful in such proceedings, shall be entitled to recover from the breaching party the reasonable fees of such attorneys and such other expenses so incurred.

## **Exhibit "D"**

In the event any agreement contained in this Exhibit "D" should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Except as limited by applicable law or this paragraph, no remedy conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and in addition to any other remedy given under this Exhibit "D" or now hereafter existing at law or in equity or by statute.

### **SECTION 30 – SECTION RESERVED**

[Intentionally Deleted]

### **SECTION 31 – FORCE MAJEURE**

Neither party shall be liable for any loss or damage sustained by the other party, nor shall either party be considered in default for any event occurring or failing to occur or any state of facts existing as a result of any delay in performance or noncompliance of any provision of this Exhibit "D" that results from an action, event, omission or cause beyond its reasonable control and without its fault or negligence, including but not limited to civil commotion, riots, wars, fires, explosions, floods, earthquakes, wind or hurricane damage, embargos, or actions of civil or military authority.

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**EXHIBIT "B"**

**ADDENDUM TO LICENSE AGREEMENT**

**ADDENDUM TO THE CITY OF DUNEDIN AND TORONTO BLUE JAYS  
FIRST AMENDED AND RESTATED LICENSE AGREEMENT**

This Addendum (this “**Addendum**”) is an addendum to the CITY OF DUNEDIN AND TORONTO BLUE JAYS FIRST AMENDED AND RESTATED LICENSE AGREEMENT, entered into on June 21, 2018 (the “**License Agreement**”), between the City of Dunedin (the “**City**”), and the Rogers Blue Jays Baseball Partnership (the “**Club**”). The City and the Club may each individually be referred to as a “**Party**”, or collectively as the “**Parties**”.

**WHEREAS**, section 288.11631, Florida Statutes, is intended to provide a process for the retention of spring training baseball franchises within the State. The City and the Club acknowledge that the amount of State incentive funding provided by the State for the Dunedin Facilities (as defined in the License Agreement) is based on the continual use of the Dunedin Facilities by the Club for the duration of such incentive funding; and

**WHEREAS**, the purpose of this Addendum is to ensure that the License Agreement continuously meets the requirements of section 288.11631, Florida Statutes, and to ensure that the Florida Department of Economic Opportunity (“**DEO**”) can properly and responsibly act as the steward of State funds; and

**WHEREAS**, it is recognized that the License Agreement contains provisions regarding obligations and rights not directly related to section 288.11631, Florida Statutes, or this Addendum, which provisions are not intended to be modified or affected by this Addendum except to the extent that they limit any rights or remedies of the State or DEO as provided for in this Addendum.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein contained, and in order to induce DEO to certify the City pursuant to section 288.11631, Florida Statutes, the Parties intending to be legally bound, hereby agree as follows:

**I. DEFINITIONS:** Except as otherwise set forth herein, the definitions set forth elsewhere in the License Agreement shall not apply to this Addendum and the definitions set forth in this Addendum shall not apply elsewhere to the License Agreement. All words used herein shall be defined as they are ordinarily used, unless otherwise defined in this Addendum. The following definitions shall apply to this Addendum:

- A. **City’s Bonds** means bonds or refunding bonds as described in section 288.11631(2)(a)(2), Florida Statutes.
- B. **Major League Spring Training Home Game** means, with respect to any Spring Training Season, those Spring Training games, as determined by Major League Baseball in its sole discretion, to be played by the Major League Team as the home team at the Dunedin Facilities during such Spring Training Season.
- C. **Major League Team** means the *Toronto Blue Jays*.
- D. **Missed Game** means a failure by the Major League Team to play any Major League Spring Training Home Game at the Dunedin Facilities during any Spring Training Season, where such failure by the Major League Team to play such Major League Spring Training Home Game is not permitted or excused by this Addendum, or approved in writing by DEO. For the avoidance of doubt and for the sake of clarity, none of the following shall constitute a “Missed Game” for the purpose of this Addendum: (i) an international game (which for the purposes of this Addendum includes a game played in Canada), (ii) a game played during the Major League Baseball championship season or postseason, (iii) an exhibition game played in a current or former Major League Baseball stadium, (iv) a game played against a national team, college team or university team, or (v) a Major League Spring Training Home Game that is cancelled, ends early, or is rescheduled due to inclement weather.

- E. **Relocation** means a determination made by DEO, that the Franchise has relocated pursuant to section 288.11631(2)(a)2, Florida Statutes, after the Major League Team has four (4) or more Missed Games in a single Spring Training Season. For avoidance of doubt and for the sake of clarity, “Relocation” as defined herein includes an “Impermissible Relocation Event”, as that term is defined in the License Agreement.
- F. **Spring Training Program Agreement** means the Spring Training Program Agreement Number SB18-007, by and between the State of Florida Department of Economic Opportunity and the City.
- G. **Spring Training Season** means, in each calendar year of the term, the period during which the Major League Team and other professional baseball players conduct Spring Training.

## II. TERMS AND CONDITIONS.

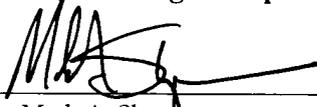
- A. **Duration.** The terms and conditions contained herein will apply only during the term of the Spring Training Program Agreement, and will be of no further force or effect following the expiry or early termination of the Spring Training Program Agreement.
- B. **Location of Home Games.** With respect to each calendar year during the term of the Spring Training Program Agreement, the Major League Team shall, subject to the terms and conditions of this Addendum, use the Dunedin Facilities for the full period of each such calendar year’s Spring Training Season for all of its Major League Spring Training Home Games.
- C. **Prorated Repayments.** For each Missed Game, the Club shall reimburse the State a portion of the State’s yearly distribution applicable to such Spring Training Season determined by multiplying the amount of such yearly distribution by the fraction obtained by dividing the number of Missed Games by the number of Major League Spring Training Home Games initially scheduled for such Spring Training Season. For example, if the City is initially scheduled to receive \$1,000,000 in a year, and the Major League Team has two (2) Missed Games in a Spring Training Season that is initially scheduled to have sixteen (16) Major League Spring Training Home Games, the Club would be required to repay \$125,000 to DEO ( $\$1,000,000 \times (2/16) = \$125,000$ ).
- D. **Relocation Repayment Obligations.** Notwithstanding anything herein or in the License Agreement to the contrary, in the event of a Relocation, the Club shall reimburse the State for the total amount of State distributions expected to be paid from the date of Relocation through the final maturity of the City’s Bonds, pursuant to section 288.11631(2)(a)2, Florida Statutes, (the “**Addendum Reimbursement**”). The Addendum Reimbursement is intended to satisfy, and shall not be duplicative of, the reimbursement obligation set forth in Section 38(b) of the License Agreement. The payment of the Addendum Reimbursement is a partial remedy under terms of the License Agreement in the event of a Relocation; provided that the payment of such Addendum Reimbursement by the Club shall not release, reduce, or otherwise modify any right or remedy available to the City under the terms of the License Agreement. The Club acknowledges and agrees that nothing in this Addendum shall in any way, directly or indirectly, imply or impose upon the City any intention, duty, or obligation to mitigate damages in the event of a Relocation, as the agreed upon remedies available to the City in the event of a Relocation are provided in the License Agreement.
- E. **Force Majeure.**
  - 1. For purposes of this Addendum, a “**Force Majeure Event**” means any act of God, accident, fire, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, except in the case of a rule, order or act by

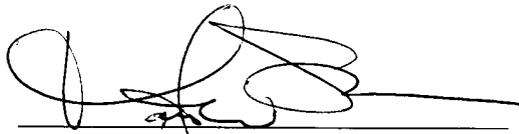
City, or the international equivalent thereof), failure of technical facilities, severe inclement weather or any other cause of any nature whatsoever beyond the control of the Parties (including a strike, lockout, or other labor dispute involving Major League Baseball) which was not avoidable in the exercise of reasonable care and foresight, and which causes the Major League Team to have one or more Missed Games.

2. The Parties shall make reasonable good faith efforts to mitigate any Force Majeure event. Notwithstanding anything herein or in the License Agreement to the contrary, the Major League Team shall not be deemed to have a Missed Game to the extent its failure to play a Major League Spring Training Home Game at the Dunedin Facilities was due to an event of Force Majeure, if the Parties have provided written notice to DEO: (1) within fifteen (15) days after the cause that creates or will create the delay or nonperformance first arose, if it is reasonably foreseeable that a delay or nonperformance could occur as a result; or (2) within ten (10) days after the date the Parties first had reason to believe that a delay or nonperformance could result, if the delay or nonperformance is not reasonably foreseeable (for the avoidance of doubt, a strike, lockout, or other labor dispute involving Major League Baseball shall not be deemed reasonably foreseeable).
- F. **Third Party Beneficiary.** The State, by and through DEO and DEO's successors and assigns, is an intended third party beneficiary of this Addendum. The State and DEO shall have standing in any action at law or in equity relating to, and/or to seek and/or compel performance of, the obligations imposed by, this Addendum. DEO shall have the right to enforce any reimbursement obligations owed to the State as the same are set forth herein or in law. This Addendum shall in no way limit any rights or remedies that the State or DEO may have at law.
- G. **Order of Priority.** If a conflict arises between the terms of this Addendum and terms of the License Agreement relating specifically to a right, obligation, or remedy benefiting DEO or the State which arises from section 288.11631, Florida Statutes, or this Addendum, the terms of this Addendum shall take precedence and shall control over any other terms of the License Agreement, including any terms added to, amended in, or removed from the License Agreement after execution of this Addendum. This provision may not be interpreted so as to release or modify any obligation, right, or remedy provided for in the License Agreement which is in addition to those provided to DEO or the State under section 288.11631, Florida Statutes, or this Addendum. This Addendum may not be modified or amended, either directly or indirectly, without the prior written consent of the Parties and the Executive Director of DEO. If any direct or indirect modification or amendment is made to either the License Agreement or this Addendum without DEO's prior written consent, and such modification or amendment has any material adverse effect on the rights of DEO under this Addendum, such portion of that modification or amendment that has such material adverse effect shall be void ab initio, and ineffective.
- H. **Lobbying.** Neither Party may use any funds from State sources for lobbying the Legislature, the judicial branch, or any state agency.
- I. **Recitals Incorporated.** The foregoing recitals are incorporated herein and made a part hereof by this reference.

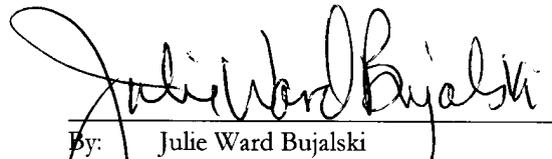
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**ROGERS BLUE JAYS  
BASEBALL PARTNERSHIP,  
an Ontario, Canada general partnership**

  
By: Mark A. Shapiro  
President and CEO

  
By: Matthew J. Shuber  
VP, Legal and Government Affairs

**CITY OF DUNEDIN, FLORIDA**

  
By: Julie Ward Bujalski  
Mayor

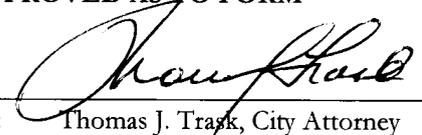
  
By: Jennifer K. Bramley  
City Manager

**ATTEST**

  
By: Denise Kirkpatrick, City Clerk

(Seal)

**APPROVED AS TO FORM**

  
By: Thomas J. Trask, City Attorney

**EXHIBIT "C"**

**SPRING TRAINING PROGRAM AGREEMENT**

**SPRING TRAINING PROGRAM AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY  
AND  
THE CITY OF DUNEDIN, FLORIDA**

THIS SPRING TRAINING FACILITY FUNDING AGREEMENT (this "Agreement") Number SB18-007, is made and entered into by and between the State of Florida (the "State"), Department of Economic Opportunity ("DEO") and the City of Dunedin, Florida ("City"). DEO and the City are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, the Legislature of the State of Florida has created the Major League Baseball Spring Training Baseball Franchise Retention program under section 288.11631, Florida Statutes ("F.S.") (the "Program"); and

**WHEREAS**, the Program is designed for the public purpose of constructing or renovating qualified spring training facilities within the State in accordance with the criteria set forth in section 288.11631, F.S.; and

**WHEREAS**, the Legislature set aside specific funds reflected in section 212.20(6)(d)6.e., F.S., for certified applicants; and

**WHEREAS**, the City is the owner of a baseball stadium located at 373 Douglas Avenue, Dunedin, Florida (the "Grant Field Facility"), and two City park facilities known as the Engelbert and Vanech Recreational Complexes which are used for spring training practice and player development (the "Engelbert/Vanech Complex", and together with the Grant Field Facility, the "Dunedin Facilities"); and

**WHEREAS**, on December 15, 2000, the City and the Rogers Blue Jays Baseball Partnership, an Ontario, Canada general partnership, (the "Club") entered into the City of Dunedin and Toronto Blue Jays License Agreement (the "2000 License Agreement"). The 2000 License Agreement was amended on January 10, 2002, and again on April 13, 2017, and governed the occupation and use of the Dunedin Facility; and

**WHEREAS**, the Club is the owner and operator of the Major League Baseball franchise known as the Toronto Blue Jays (the "Team", and together with the Club, the "Franchise"); and

**WHEREAS**, on November 2, 2017, the City and the Club entered into an Agreement for the Construction and Renovation of the Dunedin Spring Training Facilities (the "Construction and Renovation Agreement"; the activities governed by the Construction and Renovation Agreement may be known as the "Dunedin Facility Project"), and a License Agreement for the use of the Dunedin Facilities (the "2017 License Agreement"); and

**WHEREAS**, on November 2, 2017, the City's Commission passed Resolution Number 17-52 which authorized funding in the amount of \$5,663,000 toward the construction, renovation, and expansion of the Dunedin Facilities; and

**WHEREAS**, on December 12, 2017, the Board of County Commissioners of Pinellas County, Florida (the "County") passed Resolution Number 17-92, which authorized funding in the amount of \$41,700,000 through distribution of tourist development tax revenues for payment of a portion of the costs of construction, renovation, and expansion of the Dunedin Facilities; and on April 24, 2018, the City, the Club, and the County entered into a Capital Project Funding Agreement (the "Interlocal Funding Agreement") wherein the County has committed its authorized funding to the City, and which the City will use to fund the Dunedin Facility Project; and

**WHEREAS**, the Club has agreed to contribute funding in the amount of \$20,000,000 toward the construction, renovation, and expansion of the Dunedin Facilities, which contribution will be satisfied through the issuance by the City of a 25 year bond supported by legally available revenues of the City which include the annual capital contributions from the Club for 25 years; and

**WHEREAS**, on June 21, 2018, the City and the Club entered into the First Amended and Restated License Agreement (the "Amended and Restated License Agreement"), which, among other things, provides for the termination and expiration of the 2000 License Agreement, as required for the City to receive full certification under section 288.11631, F.S.; and

**WHEREAS**, on June 21, 2018, the City and the Club executed an Addendum to the City of Dunedin and Toronto Blue Jays License Agreement (the "Addendum"); and

**WHEREAS**, as of the Effective Date (as hereinafter defined), the City was certified to receive state funding through the State of Florida, Department of Revenue ("DOR") in an amount equal to \$20,000,000, distributed monthly in the amount of \$83,333 beginning 60 days after the Effective Date, in accordance with section 288.11631, F.S., and section 212.20.(6)(d)6.e., F.S. (the "Award Funds"), for purposes of the Dunedin Facility Project, and the City may designate a bond trustee or paying agent to receive such distributions on the City's behalf; and

**WHEREAS**, the Construction and Renovation Agreement, the Interlocal Funding Agreement, the Amended and Restated License Agreement, the Addendum, and any other addenda or amendments to the foregoing may collectively be referred to as the "Spring Training Facility Agreements"; and

**WHEREAS**, pursuant to subsection 288.11631(2)(c), F.S., DEO is directed to enter into an Agreement with an applicant certified under section 288.11631, F.S.; and

**WHEREAS**, the purpose of this Agreement is to define the Parties' mutual rights, expectations, and responsibilities for the award of the designated funds based on the City's certification.

**NOW, THEREFORE**, for and in consideration of the agreements, covenants, and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, and incorporating the above recitals by this reference, agree as follows:

1. **TERM**. This Agreement is effective as of the date on which DEO executes this Agreement (the "Effective Date") and will end when the Award Funds provided for herein have been distributed to the City in accordance with this Agreement. Notwithstanding anything herein or in the Addendum to the contrary, DEO acknowledges and agrees that the City intends to issue a series of bonds to finance or refinance a portion of the cost of the Dunedin Facility Project, and that the debt service on said bonds or any refunding bonds will be paid from the Award Funds provided for herein. The City may be decertified if the City fails to comply with or meet the requirements of section 288.11631, F.S., or this Agreement, in which event DEO may recover Award Funds, until such time as the City has issued bonds as contemplated; however, once the City is certified pursuant to section 288.11631, F.S., it may not be decertified by DEO if it has paid or pledged for the payment of debt service on, or to fund debt service reserve funds, arbitrage rebate obligations, or other amounts payable with respect thereto, bonds issued for the construction and renovation of the facility for which the City was certified, or for the reimbursement of such costs or the refinancing of bonds issued for the construction and renovation of the facility for which the City was certified, or for the reimbursement of such costs or the refinancing of bonds issued for such purpose. This section does not preclude or restrict the ability of the City to refinance, refund, or defease such bonds.

2. **DISTRIBUTIONS**.

(a) Within 10 business days after the Effective Date, DEO shall transmit a letter to DOR informing DOR of the City's full certification under section 288.11631, F.S. Award Fund distributions under this Agreement will be made to the City subject to and in accordance with sections 212.20(6)(d)6.e. and 288.11631, F.S. Notwithstanding anything herein to the contrary, if pursuant to section 212.20(6)(d)6.e., F.S., funding is not available to DOR for any reason, such event will not constitute a breach or default by DEO, DOR, or the State of Florida. For avoidance of doubt, neither the faith and credit nor the taxing power of the State of Florida is or shall be pledged in connection with this Agreement. Subject in all respects to Section 3(a) hereof, all distributions shall be subject to the terms of this Agreement, including Article 4, *Financial Consequences*.

(b) The City may request in writing at least 20 days before the next monthly distribution that DEO halt future distributions. If such a request is made, upon receipt by DEO, DEO shall immediately notify DOR to halt future distributions for such period of time as DEO deems appropriate, under the circumstances, but only as permitted by law.

### **3. DUTIES AND OBLIGATIONS OF THE CITY.**

#### **(a) Statutory Requirements.**

(1) The City shall comply with all the provisions of this Agreement and shall continually, throughout the term of this Agreement, meet all requirements for certification within section 288.11631, F.S., as verified and determined by DEO, which includes the following:

a. The City is responsible for the construction or renovation of the Dunedin Facility Project for the Franchise. Upon completion of the construction or renovation, the City shall hold title to the property on which the Dunedin Facility Project for the Franchise is located for the duration of this Agreement.

b. The City shall have the License Agreement, subject to the terms of the Addendum, with the Franchise for use of the Dunedin Facility in full force and effect at all times. The term of the License Agreement, together with the Addendum, must, at a minimum, be equal to the length of the term of the bonds issued for the public purpose of constructing or renovating the Dunedin Facility for the Franchise. The City shall include a provision in the License Agreement, or the Addendum thereto, requiring the Franchise to reimburse the State if the Franchise relocates before the License Agreement expires, and that the reimbursement be equal to the total amount of state distributions expected to be paid from the date the Franchise breaks the License Agreement with the City, through the final maturity of the bonds. Provided further, that the Parties hereby acknowledge that the License Agreement, together with the Addendum, incorporate the aforementioned requirements of this paragraph.

c. The City shall maintain its financial commitment to provide 50 percent or more of the funds required for the construction or renovation of the Dunedin Facility for the Franchise. For avoidance of doubt, the City's contribution to the Dunedin Facility Project consists of \$5,663,000 in cash from the City, and \$20,000,000 from the Club and \$41,700,000 from the County via the Interlocal Funding Agreement.

d. The City shall demonstrate annually that the Dunedin Facility has attracted a paid attendance of at least 50,000 persons annually to the spring training games held in the Dunedin Facility.

e. The Dunedin Facility must be located in a county that levies a tourist development tax under section 125.0104, F.S.

(2) The City may use Award Funds provided under section 212.20(6)(d)6.e, F.S. and this Agreement, only to:

- a. serve the public purpose of constructing or renovating the Dunedin Facility for the Franchise;
- b. pay or pledge for the payment of debt service on bonds issued for the construction or renovation of the Dunedin Facility;
- c. fund debt service reserve funds, arbitrage rebate obligations, or other amounts payable with respect thereto on bonds issued for the construction or renovation the Dunedin Facility;

- d. reimburse the costs under paragraphs (a), (b), or (c), above; or
- e. refinance bonds issued for the construction or renovation of such facility.

(3) The City shall not use Award Funds to subsidize facilities that are privately owned by, maintained by, and used exclusively by the Franchise. The City shall place unexpended Award Funds received pursuant to section 212.20(6)(d)6.e., F.S., in a trust fund or separate account for use only as authorized in section 288.11631, F.S.

(4) The City shall begin expenditure of the Award Funds within 48 months after initial receipt. The City shall complete construction or renovation of the Dunedin Facility Project within 24 months of the Dunedin Facility Project's commencement.

(5) As more fully set forth in the License Agreement and the Addendum, if the Franchise relocates from the Dunedin Facilities, the Franchise must, as a partial remedy, reimburse the State in an amount equal to 100% of the total amount of state distributions expected to be paid from the date the Franchise breaks its agreement or agreements with the City through the maturity of the bonds described in Sections 1 and 2(a). The City agrees it has, and will have, at all times throughout the term of this Agreement, and will enforce a valid provision for such reimbursement by the Franchise to the State in the Spring Training Facility Agreements with the Franchise. Provided further, that the Parties hereby acknowledge that the License Agreement, together with the Addendum, incorporate the aforementioned requirements of this paragraph.

(6) The City agrees that prior to making any material changes, amendments, modifications, extensions or the like to the Spring Training Facility Agreements, or the terms thereof, that have any negative effect on DEO or the States' rights or privileges, or the City's certification, or the Franchise's reimbursement requirements under section 288.11631, F.S., the City shall obtain DEO's prior, written approval, not to be unreasonably withheld.

(b) The City's Franchise shall remain the Club and the Team, unless properly changed pursuant to law and the terms of the Spring Training Facility Agreements.

(c) The City shall undertake reasonable efforts to promote and advertise the Dunedin Facility.

(d) If the City believes that it will become unable to perform its obligations or use of any portion of the Award Funds as provided for herein, the City shall notify DEO within five business days.

(e) **Reporting Requirements.**

(1) **Annual Reports.** On or before September 1 of each year throughout the term of this Agreement, and as long as the City remains certified under section 288.11631, F.S., the City shall submit an annual report to DEO which must include the following:

- a. A detailed accounting of all local and state funds expended to date, as of July 1 of the reporting year, on the Dunedin Facility Project financed under section 288.11631, F.S.
- b. A copy of the Spring Training Facility Agreements including all amendments, modifications, extensions, assignments, or ancillary agreements thereto, current as of the date of the annual report. If there has been no change, either directly or indirectly, to the Spring Training Facility Agreements then the City may certify that the Spring Training Facility Agreements have not been altered, amended, or modified since the last submission.
- c. A cost-benefit analysis of the Franchise's impact on the County. This cost-benefit analysis must be substantially similar in content and format to the 2009 Major League Baseball Florida Spring Training Economic Impact Study, except that its scope shall be limited to the impact on the County. The analysis should reflect the economic impact of the most recent Spring Training Season and be updated annually.
- d. A list of all material contracts with an estimated cost greater than \$250,000.00 executed in

furtherance of this Agreement.

- e. Written evidence that the City continues to meet the certification criteria in effect when the City was certified pursuant to section 288.11631, F.S.
- f. Written evidence, including numerical or statistical analysis as applicable, that the City is in compliance with section 288.1167, F.S.
- g. A letter signed by the Mayor of the City or delegee certifying that all information and documentation contained in the annual report and submitted to DEO is true and correct.
- h. Attendance at spring training games since the last reporting period.
- i. Any additional documents or certifications which are reasonably related to the City's obligations under this Agreement, as requested by DEO.
- j. Evidence of the efforts to promote and advertise the Dunedin Facility that have taken place since the last reporting period.

(2) **Stadium Development Status Reports.** Quarterly until the Dunedin Facility Project is completed and the Team begins spring training at the Facility, the City shall provide to DEO a written update as to the status of the Dunedin Facility Project, including a detailed summary of all the Dunedin Facility Project's activities and expenditures up to the date of the report.

(3) **Development Period Requirements.**

- a. "Development Period" means the period of time commencing with the certification pursuant to section 288.11631, F.S., and ending upon completion of the Dunedin Facility Project.
- b. During the Development Period only, and notwithstanding anything in this Agreement to the contrary, the City shall:
  - i. Promptly respond to requests from DEO for any information in the City's possession, or reports that the City is generating for its own purposes. All reports must be accompanied by a contemporaneous letter from the Mayor of the City or delegee certifying that all information and documentation contained in the quarterly Stadium Development Status Report as submitted to DEO is true and correct.
  - ii. Submit a short summary of all local, state, and private funds expended on the Dunedin Facility Project as of the date of submission of this report.

#### 4. **FINANCIAL CONSEQUENCES.**

(a) If the City fails to provide any reports, documents, or certification(s), required under this Agreement, or as otherwise requested by DEO, DEO will provide written notice of default to the City. The City will have 30 days from the date of written notice of default to cure the default. If the default is not cured to DEO's satisfaction within 30 days, a financial consequence of \$100.00 per day after the 30th day will be imposed until the default is cured. If the City cannot cure the default within 30 days, the City shall provide DEO with a plan, including a timeframe, for curing the default, which must be reviewed and approved by DEO. After DEO's approval, if the City fails to comply with the plan, a financial consequence of \$100.00 per day will be imposed until such time as the City complies with the plan for cure or until the breach or default is cured, whichever occurs earlier. This financial consequence shall be imposed independently for each event of default. Notwithstanding the foregoing, if the City's failure to provide a requested report is due solely to the fact that a third-party must provide information to the City to enable the City to provide the requested report, so long as the City has diligently pursued such information from the third-party provider, the City shall not be deemed in default under this subsection; provided, however, that the City shall inform DEO within 10 business days of the City's knowledge that any delay has occurred or may occur.

(b) If the Franchise is not operating at the Facility due to either: (1) direct or indirect modifications to the City's Spring Training Facility Agreements in contravention of paragraph 3(a)(6) hereof, or (2) the departure of the Franchise resulting from a breach of contract by the City, as determined by an administrative tribunal or a court of competent jurisdiction, the City may request that DEO notify DOR to suspend further distributions

of Award Funds made available under section 212.20(6)(d)6.e., F.S., for 12 months, as required by section 288.11631(3)(d)2., F.S. For purposes of this Agreement and section 288.11631(3)(d)2., F.S., the occurrence of either (1) or (2), above, shall be deemed an "expiration of an existing agreement". The City shall renew this request annually until DEO has approved, and the City and a spring training franchise have executed, a new certified, signed lease which meets the requirements of section 288.11631(2)(a)2., F.S.

(c) If DEO determines that the City has knowingly submitted or certified to information, or knowingly made a representation, that is false, misleading, deceptive, or otherwise untrue, and said submittal, certification, or representation relates to a material provision of this Agreement (each a "Misrepresentation"), DEO shall provide notice of the same to the City. The City shall have 30 days from such notice to respond to DEO's determination. If, following the receipt of the City's response, DEO determines that the City has violated this subsection, DEO may at its option either (a) impose a liquidated financial consequence in an amount up to the City's monthly distributions received from the State under this Agreement for a single month, or (b) pursue any rights and remedies available at law to DEO for the Misrepresentation. This section shall not in any way limit the rights of DEO under law, including the right to seek rescission of this Agreement based on fraud in the inducement principles.

(d) Following completion of the Dunedin Facility Project in accordance with section 288.11631(3)(d)3., F.S., if the City has failed to maintain its financial commitment to provide 50 percent or more of the funds required for the construction or renovation of the Facility, DEO shall provide the City notice and at least 60 days opportunity to cure the deficiency. If the deficiency is not timely cured, the City shall repay to DEO a pro-rated amount of the total award, calculated by multiplying the percentage of funds not matched by the total award. DEO shall permit the City to make such repayments in equal parts for the remainder of the term of this Agreement.

(e) If the City materially breaches or defaults under this Agreement, other than as described in subsections (a)-(d) above, DEO shall provide 60 days written notice to the City, during which time the City shall either enter into a corrective action plan with DEO that must be agreeable to DEO, or the City must otherwise cure the breach. If the City fails to enter into a corrective action plan with DEO, or otherwise cure the breach, or if the City fails to substantially comply with the terms of the corrective action plan, DEO may impose a financial consequence in an amount of up to \$5,000.00 each month until such time as the City cures, in DEO's sole and reasonable discretion, said breach or default or begins complying with the corrective action plan agreed to between DEO and the City.

(f) The City and DEO agree that wherever one spring training franchise would be required by section 288.11631, F.S., or by this or any other agreement, including the Spring Training Facility Agreements with the Franchise, or by law, to repay to DEO or the State Award Funds that were or will be provided to the City under this Agreement, DEO must first demand such amounts from the Franchise, if the Franchise has relocated as contemplated by section 288.11631(2)(a)2., F.S. and the Spring Training Agreements.

(g) The City shall return to DEO any overpayments (funds paid in excess of the amount to which the City is entitled under the terms and conditions of this Agreement) distributed to the City. If the City or its independent auditor discovers an overpayment has been made, the City shall repay said overpayment within 60 days without prior notification from DEO. If DEO discovers an overpayment has been made, DEO will notify the City by letter. DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 61 days after the date of DEO's notification or the City or its auditors' discovery. The City shall send repayments to DEO's Agreement Manager and make checks payable to the "Department of Economic Opportunity." Notwithstanding anything herein to the contrary, if the City is noncompliant with any provision of this Agreement or applicable law, or if DEO imposes financial consequences on the City pursuant to the terms of this Agreement, DEO has the right to recoup all resulting cost, monetary loss,

or funds owed to DEO or the State of Florida, from monies owed to the City under this Agreement. In no event will any refund, repayment, or financial consequence exceed the Award Fund total, plus interest.

**5. INDEPENDENT CAPACITY OF CONTRACTOR**

(a) The City shall not represent that it has the authority to bind DEO. The City shall not pledge the State of Florida's nor DEO's credit nor make the State of Florida or DEO a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness. The City, and its officers, agents, employees, subcontractors, or assignees, in the performance of the City's duties and responsibilities under this Agreement, is at all times acting and performing as an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this Agreement is intended to, or shall be deemed to constitute, a partnership or joint venture between the Parties.

(b) Neither the City, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement. DEO shall not be responsible for withholding taxes, if any, with respect to the City's distributions hereunder. The City shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The City shall ensure that its employees, contractors, and other agents, receive benefits and necessary insurance from an employer other than the State of Florida, to the extent required by law

(c) The City shall take such action as may be necessary to ensure that each contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

(d) DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to any entity in furtherance of this Agreement.

(e) The City shall comply with all applicable reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

**6. LIABILITY AND INDEMNIFICATION**

(a) DEO shall not assume any liability for the acts, omissions to act, or negligence of the City, the Franchise, agents, beneficiaries, affiliates, contractors, subcontractors, servants, or employees. In all instances, the City shall be responsible for any injury or property damage resulting from any activities conducted by the City in the performance of this Agreement. DEO shall not be liable to the City for special, indirect, punitive, or consequential damages. DEO shall not be liable for lost profits, lost revenue, or lost institutional operating savings. DEO or the State shall not be liable to any person or entity for any bond default resulting from DEO's or the State's imposition of financial consequences, or a suspension of Award Fund disbursements by DEO or the State, or at the City's request, and the City shall indemnify and hold the State and DEO harmless from all claims or actions of any nature or description arising out of or related to an imposition of financial consequences or a suspension of Award Fund disbursements which results in a bond default.

(b) The Parties acknowledge that nothing in this Agreement shall constitute: (1) an agreement by either Party to indemnify or insure the other Party for the other Party's negligence or to assume any liability of the other Party's negligence; (2) a waiver of sovereign immunity beyond the limits set forth in Section 768.28, F.S., or any applicable waiver of sovereign immunity that is inherent in the act of contracting; (3) a waiver of any defense the parties may have under such statute; or (4) consent to be sued by third parties.

(c) Pursuant to section 768.28, F.S., and to the extent permitted by applicable law, the City shall indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from any and all suits, actions, damages, and costs of every name and description that arise from or are related to this Agreement, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the City, its agents, employees, partners, contractors, and subcontractors, provided, however, that the City is not obligated to indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

(d) Pursuant to section 768.28, F.S., and to the extent permitted by applicable law, the City shall indemnify, defend, and hold harmless the State and DEO, its employees and agents, from liability of any nature or kind, including costs and expenses for or on account of any trademarked, trade secret, copyrighted, patented, or unpatented invention, process, product, or article manufactured by the City. DEO shall not be liable for any royalties.

(e) The City is not obligated to be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without the City's prior written consent, which shall not be unreasonably delayed, conditioned or withheld. The City's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving the City:

- (1) written notice of any action or threatened action,
- (2) the opportunity to take over and settle or defend any such action at the City's sole expense, and
- (3) assistance in defending the action at the City's sole expense.

(f) At DEO's election and upon notification to the City, the City shall assume the defense or settlement of any third-party claim arising under this Agreement with counsel reasonably satisfactory to DEO; *provided, however*, that the City shall not settle or compromise any such claim in an amount more than \$10,000 without DEO's prior written consent. Notwithstanding the foregoing, (1) DEO shall have the right, but not the obligation, at its option and expense, to participate fully in the defense or settlement of any third-party claim; and (2) if the City does not continuously defend or settle any third-party claim within 30 days after it is notified of the assertion or commencement thereof, then (i) DEO shall have the right, but not the obligation, to undertake the defense or settlement of such claim for the account and at the risk of the City, and (ii) the City shall be bound by any defense or settlement that DEO may make as to such claim. DEO shall also be entitled to join the City in any third-party claim for the purpose of enforcing any right of indemnity hereunder.

## **7. AUDITS AND RECORDS.**

(a) The City shall retain and maintain all records so as to sufficiently and properly reflect all expenditures of Award Funds distributed under this Agreement, in accordance with generally accepted accounting procedures and practices. Records shall include independent auditor working papers, notes, books, vouchers, bills, invoices, requests for payment, receipts, and other supporting, source documentation, including electronic storage media. Such records shall be subject at all times to inspection, review, and audit by, as well as transfer of duplicate copies to, representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives upon request.

(b) The City shall comply with all applicable audit requirements of section 215.97, F.S., and those found in Attachment A, *Audit Requirements*, and, if an audit is required, the City shall disclose all related transactions to the auditor.

(c) The City shall maintain and retain all City records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement, as well as all financial records related to funds paid by the City to any parties for work on the matters that are the subject

of this Agreement, in accordance with the record retention requirements of Part V of Attachment A, *Audit Requirements*. The City shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.

(d) If applicable, the City shall submit a written independent audit report to DEO specifically covering the period of Agreement expenditures pursuant to sections 215.97 and 11.45, F.S., and other relevant laws.

(e) The City must provide copies of any audit referencing this Agreement, the audit transmittal letter, and any response to such audit to DEO within 30 days of receipt by the City.

(f) The City understands and will comply with the requirements of section 20.055(5), F.S. The City shall cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S. The City shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the City's beneficiary, contractors' or subcontractors' compliance with the terms of this Agreement which results in a finding of noncompliance, fraud, illegality, or financial misuse, in connection with this Agreement by the City or the Franchise, beneficiary, contractor(s), or subcontractor(s). Such reasonable costs shall include: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

(g) The City shall include the audit and record keeping requirements aforementioned in this Article and in Attachment A, *Audit Requirements*, in all contracts, subcontracts, leases, assignments, and agreements executed for the expenditure of funds from, related to, in connection with, or in furtherance of this Agreement.

(h) Within 60 working days of the close of the City's fiscal year, on an annual basis, the City shall electronically submit a completed *Audit Compliance Certification* (a version of this certification is attached hereto as Attachment B) to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). The City's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the City.

#### **8. ACCESS TO RECORDS AND PUBLIC RECORDS REQUIREMENTS.**

(a) The City shall allow DEO, the State, and their respective authorized representatives, agents, and employees on-site access to, or shall deliver immediately upon request, any information and any other documents requested by DEO for purposes of monitoring the City's performance under or compliance with this Agreement.

(b) The City shall comply with the provisions of Chapter 119, F.S., Chapter 286, F.S., and section 24 of Article I of the Florida Constitution. The City shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S. The City shall allow public access to all documents, papers, letters or other materials made or received by the City in conjunction with this Agreement that are public records as that term is defined by section 119.011(12), F.S., unless the records are exempt, or confidential pursuant to section 24(a) of Article I of the State Constitution, section 119.07(1), F.S., or other Florida statute(s).

(c) The City is responsible to respond to each request it receives for public records made, as provided by law, received or in the custody or control of the City in conjunction with this Agreement, in accordance with chapter 119, F.S.

(d) The City acknowledges that DEO is subject to the provisions of chapter 119, F.S., and that documents submitted to DEO, or in DEO's custody or control, in relation to this Agreement constitute public records, subject to exemption and confidentiality under Florida law.

(e) The provisions of chapter 119, F.S., and other applicable Florida and federal laws govern the disclosure of any confidential information received by the Parties.

(1) If the City, the Franchise or its affiliates, or the City's agents, employees, partners, contractors, or subcontractors submit records to DEO that the City, the Franchise or its affiliates, or the City's contractors or subcontractors, deems legally confidential or exempt from public disclosure, as trade secrets, proprietary confidential business information, or for any other valid legal exemption under applicable Florida or Federal law, such records must be properly identified as such prior to submission to DEO. Failure to identify the legal basis for and the specific content of each claim of exemption or confidentiality from the requirements of chapter 119, F.S. or other law, prior to submittal of the record to DEO, may serve as a waiver of a claim of exemption or confidentiality of that record.

(2) The City shall ensure that public records in the custody or control of the City or the City's agents, employees, partners, contractors, or subcontractors that are confidential are not disclosed except as authorized by law.

(3) The City shall not disclose to third parties any confidential information obtained by the City, the Franchise or its affiliates, or the City's agents, employees, officers, contractors, or subcontractors in furtherance of this Agreement.

a. The City shall notify DEO verbally within 24 hours and in writing within 72 hours of any improper disclosure or unauthorized use of confidential information related to this Agreement by the City, its employees, agents, or representatives which is not in compliance with the terms of this Agreement or Federal or State law or if any information related to this Agreement is subpoenaed.

b. The City shall make a report to DEO not more than seven business days after the City learns of such an improper disclosure or unauthorized use of confidential information. The City's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the confidential information disclosed or used, who made the disclosure or used the information, what the City has done or shall do to mitigate any deleterious effect of the improper disclosure or unauthorized use, and what corrective action the City has taken or shall take to prevent future similar unauthorized use or improper disclosure. The City shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by DEO. The City shall take all steps DEO deems advisable to mitigate, resolve, or prevent the unauthorized use or improper disclosure of confidential information shared or exchanged by the Parties and their affiliates in connection with this Agreement.

(f) Upon expiration of this Agreement, the City shall either (a) transfer, at no cost, to DEO all public records in possession of City which are reasonably related to this Agreement or (b) keep and maintain public records which are reasonably related to this Agreement as required by law. If the City keeps and maintains public records upon completion of this Agreement, the City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

(g) To the extent allowable by law, and without waiving the sovereign immunity of the City, the City shall be fully liable for the actions of the City and its agents, employees, partners, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the City, and its respective, agents, employees, partners, contractors, or subcontractors, provided, however, that the City does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(h) The City shall include provisions in accordance with this Article, chapter 119, F.S., and all applicable Florida public records law in all agreements, assignments, leases, contracts, and subcontracts executed or amended after the effective date of this Agreement for the expenditure of funds from, related to, in connection

with, or in furtherance of this Agreement.

9. **CONTRACTS.** The City shall be responsible and liable for all work performed and all expenses incurred in connection with the City's Dunedin Facility Project or any activities related to, in connection with, or in furtherance of this Agreement. The City may, as appropriate and in compliance with applicable law, contract the performance of the activities related to, in connection with, or in furtherance of this Agreement, including entering into contracts with vendors for services and commodities, *provided, however*, that the City shall be solely liable to its contractors or subcontractors for all expenses and liabilities. The City shall not enter into any contract in which DEO could be held liable to the contractor or subcontractor for any expenses or liabilities. The City agrees that DEO shall not be held liable to the contractor or subcontractor for any expenses or liabilities incurred under any contract. Pursuant to section 768.28, F.S., and to the extent permitted by applicable law, the City shall, at its expense, indemnify, defend, and hold DEO harmless of any liabilities incurred under any contract entered into by the City in connection with or in furtherance of this Agreement. As between DEO and the City, the City shall be liable for all work performed and all expenses incurred as a result of any contract entered into by the City in connection with this Agreement. The City shall ensure that contractors and subcontractors hired by the City in connection with the City's Dunedin Facility Project, or any activities related to this Agreement, comply with all relevant terms of this Agreement. Any contract executed by the City for the expenditure of funds from, related to, in connection with, or in furtherance of this Agreement shall be evidenced by a written document and include provisions requiring compliance with this Agreement and all applicable Federal, State, and local laws, regular performance reporting, accounting for proper use of funds provided under this Agreement (including the provision of audit rights pursuant to Attachment A, *Audit Requirements*, as applicable).

10. **RESPONSIBILITIES OF GOVERNING BOARD OR AUTHORITIES.** The Parties agree that any information, including updates, reports, publications, studies, and any and all reasonably requested information, that is required by Federal, State, or local law shall be approved by a person having the authority to do so prior to submission and shall be signed only by those persons having the legal authority to do so or appropriately ratified by such an authority.

11. **GOVERNING LAW.** The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. Without limiting the provisions of Article 4, *Financial Consequences*, of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, applying Florida law, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

12. **STRICT COMPLIANCE.** The City shall perform all acts in connection with this Agreement in strict conformity with all local, State, and Federal laws and regulations. For the avoidance of doubt, to the extent of any conflict between the terms of this Agreement and any law or regulation, the law or regulation shall control.

13. **SEVERABILITY.** If any term or provision of this Agreement, in whole or in part, is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such term or provision shall be severed from this Agreement. This Agreement and the rights and obligations of the Parties shall be construed as if this Agreement did not contain such severed term or provision, and this Agreement shall otherwise remain in full force and effect.

14. **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default under this Agreement will impair any such right, power, or remedy of either Party nor will such delay or omission be construed as a waiver of any such breach or default or any similar breach or default. Any waiver must be in writing and signed by the Party to be charged. No waiver of a right, power, or remedy shall, or shall be construed to, waive any similar or future right, power, or remedy. The rights and remedies available to DEO under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to DEO.
15. **DISCRIMINATORY VENDOR.** The City acknowledges the provisions of section 287.134, F.S. The City shall disclose to DEO if any of its affiliates, as defined in section 287.134(1)(a), F.S., appears on the discriminatory vendor list. The City shall ensure provisions in accordance with section 287.134, F.S., are present in all agreements, assignments, leases, contracts, and subcontracts in furtherance of or related to this Agreement which are entered into after the effective date of this Agreement.
16. **NON-DISCRIMINATION.** The City shall not discriminate against any employee employed in the performance of this Agreement or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status. The City shall insert a provision in accordance with this Article, in all contracts for services in relation to this Agreement which are entered into after the effective date of this Agreement.
17. **HARASSMENT-FREE WORKPLACE.** The City shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The City shall insert a provision in accordance with this Article, in all contracts for services in relation to this Agreement that executed after the effective date of this Agreement.
18. **PUBLIC ENTITY CRIMES.** The City affirms that it is aware of the provisions of section 287.133, F.S., and that at no time has the City, or to its knowledge the Franchise, or its affiliates, as defined by section 287.133(1)(a), F.S., been convicted of a Public Entity Crime. The City agrees that it shall not violate such law. The City shall insert a provision in accordance with this Article and the applicable Florida Statutes in all agreements, assignments, leases, contracts, and subcontracts in connection with or related to this Agreement that are either an agreement with the Franchise, or are another agreement and are either amended or executed after the effective date of this Agreement.
19. **WARRANTY OF ABILITY TO PERFORM.** The City warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would prohibit, restrain, or diminish the City's or its Franchise, beneficiary or its affiliates' ability to satisfy its Agreement duties or obligations. The City shall immediately notify DEO in writing if the City's or its Franchise or its affiliates' ability to perform in connection with this Agreement is compromised in any manner.
20. **LOBBYING.** Pursuant to sections 11.062 and 216.347, F.S., the City shall not use any funds received under this Agreement for lobbying the Legislature, the judicial branch, or any state agency. The City will keep DEO apprised of any requests for testimony or its participation in any Congressional, legislative, and other State or Federal hearings, or agency, committee, or task force meetings or the like, related to this Agreement. The City shall insert a provision in accordance with this Article in all agreements, assignments, leases, contracts, or subcontracts related to this Agreement or for which funds distributed pursuant to this Agreement are to be expended and are either amended, supplemented, or executed after the Effective Date of this Agreement.
21. **ATTORNEY FEES.** Subject to Article 6, *Liability and Indemnification*, each Party shall at all times be responsible for its own costs, fees, and expenses arising out of or related to this Agreement, including attorney's fees.
22. **NON-ASSIGNMENT.** Notwithstanding anything herein to the contrary, DEO may assign or

transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida immediately upon written notice to the City. The City may not assign, delegate, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of DEO, which consent will not be unreasonably delayed, conditioned, or withheld. Any assignment, delegation, or transfer in violation of this Article is void *ab initio*. If DEO approves an assignment, delegation, or transfer of the City's obligations under this Agreement, the City shall remain responsible for all work performed and all expenses incurred in connection with this Agreement, regardless of such assignment, delegation, or transfer. This Agreement is binding upon the Parties and their respective successors, assigns, or legal representatives.

**23. RENEGOTIATION AND AMENDMENTS.** The Parties will renegotiate this Agreement if Federal or State revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to the City, make changes within the general scope of this Agreement. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of any such change(s) shall be the responsibility of the City. Amendments to or modifications of this Agreement shall only be valid when such change(s) are in writing and duly executed by all Parties. Any such change(s) shall become effective upon the date of execution of both Parties or such later date as may be specified therein.

**24. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, power failure or loss, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay or failure to perform from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay or failure to perform is excusable under this paragraph, the delay or failure to perform will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay or failure to perform the City believes is excusable under this paragraph, the City shall notify DEO in writing of the delay, potential delay, potential inability to perform, or failure to perform and describe the cause of such either: (1) within ten business days after the cause that creates or will create the delay or nonperformance first arose, if the City could reasonably foresee that a delay or nonperformance could occur as a result; or (2) within five business days after the date City first had reason to believe that a delay or nonperformance could result, if the delay or nonperformance is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE CITY'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. ADDITIONALLY, THE FOREGOING SHALL CONSTITUTE THE CITY'S SOLE REMEDY OR EXCUSE WITH RESPECT TO NONPERFORMANCE BASED ON AN EVENT OF FORCE MAJEURE.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay or nonperformance is excusable under this paragraph and will notify the City of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. The City shall not be entitled to an increase in this Agreement distribution amount of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If the City's performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the City shall perform per the terms of this Agreement, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance from the City, provided the City grants preferential treatment to DEO with respect to any such allocation; (2) terminate this Agreement in whole or in part; or (3) pursue any other rights or remedies provided by law or under this Agreement.

**25. NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement, express or implied, is

intended to either: (a) confer upon any third person or entity, other than the Parties and their permitted successors and assigns hereto, any rights or remedies under or by reason of the terms and conditions of this Agreement as a third party beneficiary or otherwise, except as may be specifically provided for in this Agreement; or (b) authorize any person or entity not a party to this Agreement to maintain any legal action or bring any claim for its benefit, pursuant to or based upon the terms and conditions of this Agreement.

26. **INFORMATION RELEASE AND ADVERTISING.** DEO does not endorse any commodity, service, project, or entity. Subject to chapters 119 and 286, F.S., the City shall not publicly disclose or disseminate any information concerning this Agreement without prior written approval from DEO, including mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking the City and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized contractors, subcontractors, distributors, dealers, resellers, or service representatives.

27. **CONFLICT OF INTEREST.** This Agreement and the use of funds distributed pursuant to this Agreement are subject to chapter 112, F.S. The City shall disclose the name of any officer, director, employee, or other agent of the City who is also an employee of the State. The City shall disclose the name of any City employee or agent who owns, directly or indirectly, more than five percent of the total assets or capital stock of any business entity or its affiliates receiving funds from this Agreement.

28. **CONSTRUCTION; INTERPRETATION.** The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. All references to the Florida Statutes herein shall mean the 2018 Florida Statutes.

29. **EXECUTION.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement and the Attachments and Exhibits attached hereto constitute the complete and exclusive statement of conditions of this Agreement and supersedes and replaces any and all prior negotiations, understandings, and agreements, whether oral or written, between the Parties with respect thereto. Except as expressly provided in this Agreement, no oral, condition, usage of trade, course of dealing or performance, understanding of agreement purporting to modify, vary, explain, or supplement the provisions of this Agreement shall be effective or binding upon the Parties unless agreed to in writing.

**30. PARTIES AND NOTICES.** Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. All notices and demands to be given or delivered under or by reason of the provisions of this Agreement shall be deemed to have been given: (i) when personally delivered; (ii) when transmitted via email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt. All approvals and certifications pursuant to this Agreement must be obtained from the Parties' respective administrators or their respective designees. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change shall notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

**If to DEO:**

Department of Economic Opportunity  
Division of Strategic Business Development  
ATTN: Katherine Morrison  
107 East Madison Street, MSC 80  
The Caldwell Building  
Tallahassee, Florida 32399-0001  
Telephone: (850) 717-8973  
Email: [katherine.morrison@deo.myflorida.com](mailto:katherine.morrison@deo.myflorida.com)

**If to the City:**

The City of Dunedin  
542 Main Street  
Dunedin, Florida, 34698  
Attention: Jennifer Bramley, City Manager  
Fax: (727) 298-3078  
Phone: 727-298-3003  
Email: [jbramley@dunedinfl.net](mailto:jbramley@dunedinfl.net)

**With a copy to:**

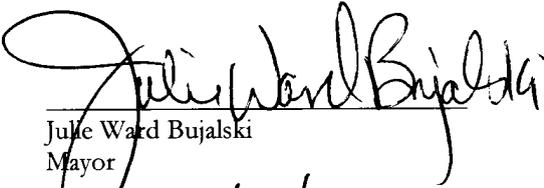
Trask Daigneault, LLP  
Harbor Oaks Professional Center  
1001 South Fort Harrison Avenue, Suite 201  
Clearwater, Florida, 33756  
Attention: Thomas J. Trask  
Fax: (727) 733-2991  
Phone: (727) 733-0494 (Ext. 103)  
Email: [Tom@cityattorneys.legal](mailto:Tom@cityattorneys.legal)

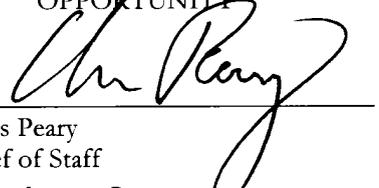
[Remainder of page left intentionally blank]

**IN WITNESS HEREOF**, and in consideration of the mutual covenants set forth above and in the Attachments and Exhibits hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials. By signature below, both Parties agree to abide by the terms, conditions, and provisions of this Agreement.

THE CITY OF DUNEDIN, FLORIDA

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

By:   
Julie Ward Bujalski  
Mayor  
Date: 6/21/18

By:   
Chris Peary  
Chief of Staff  
Date: 7.6.18

APPROVED AS TO FORM AND CORRECTNESS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY, SUBJECT TO FULL AND PROPER EXECUTION OF THE PARTIES  
OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

By:   
Date: 6/21/2018

By:   
Date: 07/06/2018

ATTEST:

By:   
Denise Kirkpatrick  
City Clerk

(SEAL)

**ATTACHMENT A  
AUDIT REQUIREMENTS**

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Attachment A.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR part 200 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR Part 200, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED** This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR Part 200, as revised.

1. In the event that the recipient expends \$750,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart F of 2 CFR Part 200, as revised.
3. If the recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, is not required. In the event that the recipient expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Title 2 CFR 200, entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 CFR 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

***PART II: STATE FUNDED*** This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550

(local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at:  
<http://www.myflorida.com/audgen/pages/flsaa.htm>

### **PART III: OTHER AUDIT REQUIREMENTS**

Not applicable

### **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, as revised, and required by Part I of this agreement shall be submitted, when required by Section .512, 2 CFR Part 200, as revised, by or on behalf of the recipient directly to each of the following:
  - A. DEO at each of the following addresses:
 

<p>Electronic copies (preferred): <a href="mailto:Audit@deo.myflorida.com">Audit@deo.myflorida.com</a></p>	or	<p>Paper (hard copy): Department Economic Opportunity MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126</p>
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  - B. The Federal Audit Clearinghouse designated in 2 CFR Part 200, as revised (the number of copies required by Section .512, 2 CFR Part 200, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:
 

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132
  - C. Other Federal agencies and pass-through entities in accordance with Section .512, 2 CFR Part 200, as revised.

2. Pursuant to Section .512, 2 CFR Part 200, as revised, the recipient shall submit a copy of the reporting package described in Section .512, 2 CFR Part 200, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL. 32399-4126

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. DEO at each of the following addresses:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

- B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, FL 32399-1450

Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

- A. DEO at each of the following addresses:  
Not applicable

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and

shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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**EXHIBIT 1 TO ATTACHMENT A  
ALLOCATION OF RESOURCES**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Federal Program: None**

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**Federal Program: Not applicable**

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

**Federal Program: None**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

<b>State Project: AWARDED BY THE DEPARTMENT OF ECONOMIC OPPORTUNITY, DIVISION OF STRATEGIC BUSINESS DEVELOPMENT</b>						
	<b>Funding Source</b>	<b>State Fiscal Year</b>	<b>CSFA Number</b>	<b>CSFA Title or Funding Source Description</b>	<b>Funding Amount</b>	<b>State Appropriation Category</b>
	General Revenue	2017-2018	73.016	Facilities for New Professional Sports or Retained Professional Sports	\$20,000,000	General Revenue
					<b>Total Award</b>	<b>\$20,000,000*</b>

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

For each funding source identified above, the recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement and Amendments. Any match required by the recipient is clearly indicated in the Agreement and Amendments.

NOTE: Title 2 CFR § 200.331 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

\* Funding is provided directly to the City from the Department of Revenue per section 212.20(6)(d)6.e., F.S.

**ATTACHMENT B**

<b>Audit Compliance Certification</b>	
<i><b>Email a copy of this form within 60 days of the end of each fiscal year in which this grant was open to audit@deo.myflorida.com.</b></i>	
Grantee:	
FEIN:	Grantee's Fiscal Year:
Contact's Name:	Contact's Phone:
Contact's Email:	
<p>1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2. Did Grantee expend \$500,000 (\$750,000 as of July 1, 2016) or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Recipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</b></p>	
<p>2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification: Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of title 2 C.F.R. part 200, subpart F, as revised.</b></p>	
<b>By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.</b>	
Signature of Authorized Representative	Date