

FIRST AMENDMENT TO AGREEMENT FOR SALE

THIS FIRST AMENDMENT TO AGREEMENT FOR SALE (this “First Amendment”) is entered into as of this 31st day of July, 2024 (the “First Amendment Effective Date”), by and between CITY OF ST. PETERSBURG, FLORIDA, a municipal corporation (the “City”), and PINELLAS COUNTY, a political subdivision of the State of Florida (the “County”).

RECITALS

A. The City and the County entered into (i) that certain Agreement for Sale dated October 17, 2002 (the “Agreement”), pursuant to which, among other things, (a) the City sold to the County certain parcels of real estate upon which has been constructed multi-use domed stadium facilities presently called “Tropicana Field” which land and facilities are more particularly described therein (the “Dome”), and (b) the County agreed to reconvey the Dome to the City upon the occurrence of certain events, and (ii) that certain Lease-Back and Management Agreement dated October 17, 2002 (the “Lease”), pursuant to which, among other things, the County leases the Dome to the City.

B. The City granted Tampa Bay Rays Baseball, Ltd., a Florida limited partnership formerly known as Tampa Bay Devil Rays, Ltd. (“HoldCo”), occupancy, use, management, operation and other rights to the Dome pursuant to that certain Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg Including the Provision of Major League Baseball dated as of April 28, 1995 (as amended from time to time, the “Existing Use Agreement”).

C. The County, the City and Rays Stadium Company, LLC, a Delaware limited liability company (“StadCo”), now desire to design, develop, construct and fund a new domed stadium (the “New Stadium”) and two (2) parking garages (the “Parking Garages”) on a portion of the Dome where, upon completion, the Tampa Bay Rays will play its home games. In connection therewith and contemporaneously herewith (i) the County, the City and StadCo are entering into that certain Development and Funding Agreement dated as of even date herewith (the “New Stadium Development Agreement”) which provides, among other things, for the design, development and construction of (a) the New Stadium on an approximately thirteen (13) acre portion of the Dome legally described and depicted on Exhibit A-2 attached hereto (the “New Stadium Land”), (b) the Parking Garages on separate portions of the Dome legally described and depicted on Exhibit A-3 attached hereto (collectively, the “Parking Garage Land”), and (c) certain signage on the portion of the Dome legally described and depicted on Exhibit A-4 attached hereto (the “Marquee Land”, and together with the Parking Garage Land and the New Stadium Land, the “New Stadium Facility Land”), and (ii) the City, the County and StadCo, are entering into that certain Stadium Operating Agreement dated as of even date herewith (the “New Stadium Operating Agreement”), which provides, among other things, for StadCo’s use, management and operation of the New Stadium Facility Land, the New Stadium, the Parking Garages and all other improvements now existing or hereafter constructed on the New Stadium Facility Land (collectively, the “New Stadium Parcel”).

D. Further contemporaneously herewith, the City and Hines Historic Gas Plant District Partnership, a joint venture conducting business in the State of Florida (“Developer”) are entering into that certain HGP Redevelopment Agreement dated as of even date herewith (as may be amended from time to time, the “Redevelopment Agreement”), which provides, among other things, for the redevelopment for residential, commercial and other purposes (collectively, the “Redevelopment”) of all remaining portions of the Dome not included in the New Stadium Parcel.

E. Further contemporaneously herewith, the City and Developer are entering into that Vesting Development Agreement dated as of even date herewith (as may be amended from time to time, the “Vesting Agreement”), to memorialize many of the same development requirements that are set forth in the Redevelopment Agreement, while also vesting in the Developer the right to develop the project under the land development regulations and comprehensive plan in effect at the time the Vesting Agreement is executed.

F. Further contemporaneously herewith, the City and the County are entering into (i) that certain First Amendment to Tropicana Field Lease-Back and Management Agreement dated as of even date herewith, which provides, among other things, for the severance and release of the New Stadium Parcel from the Lease and for the further severance and release from the Lease of the parcels to be utilized for the Redevelopment pursuant to the Redevelopment Agreement, to facilitate the development, use and operation of the New Stadium Parcel and aid in the administration thereof separately from the Redevelopment during the term of the New Stadium Operating Agreement, (ii) a New Stadium Parcel Agreement for Sale dated as of even date herewith (the “New Stadium Parcel Agreement for Sale”), for the County’s continued ownership of the New Stadium Parcel, and (iii) a New Stadium Parcel Lease-Back and Management Agreement dated as of even date herewith (the “New Stadium Parcel Lease”), pursuant to which, among other things, the County continues to lease the New Stadium Parcel to the City.

G. Further contemporaneously herewith, the City and the Rays Baseball Club, LLC, a Florida limited liability company, as successor in interest to HoldCo, are entering into that certain Eleventh Amendment to the Existing Use Agreement (the “Eleventh Amendment”), which provides, among other things, for the severance and release of the New Stadium Parcel from the Existing Use Agreement and for the further severance and release from the Existing Use Agreement of the parcels to be utilized for the Redevelopment pursuant to the Redevelopment Agreement. A copy of the Eleventh Amendment is attached hereto as Exhibit F.

H. The City and the County now desire to amend the Agreement in connection with the New Stadium and the Redevelopment as more particularly provided in this First Amendment.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County, intending to be legally bound, hereby agree as follows:

1. Effective Date. This First Amendment is effective on the First Amendment Effective Date.

2. Recitals. The Recitals are incorporated into this First Amendment.

3. Severance and Release of New Stadium Parcel. The New Stadium Parcel is hereby severed and released from the Agreement. Exhibit A is hereby deleted in its entirety and replaced with Amended Exhibit A attached to this First Amendment. All references to Exhibit A in the Agreement will mean Amended Exhibit A. Concurrently with the mutual execution of this First Amendment, the Parties will execute and record a Memorandum of Amendment of Agreement for Sale (New Stadium Parcel) in the form attached hereto as Exhibit E-1, memorializing the release of the New Stadium Parcel from the Agreement.

4. Sale. The second and third sentences in Paragraph 2. of the Agreement are hereby amended to read as follows:

“Without limiting the generality of the foregoing, the definition of Dome will mean the real property legally described and depicted on Amended Exhibit A including all improvements located on such real property, as such term may be amended pursuant to Paragraph 8. The sale of the Dome to the County will not include, and the City reserves, any interest in agreements between the City and third parties involving or in any way related to the Dome (including but not limited to the Existing Use Agreement, the Redevelopment Agreement and Vesting Agreement, which agreements are defined in Paragraph 8., below).”

5. Agreements. Paragraph 8. of the Agreement is hereby amended to read as follows:

“A. Existing Use Agreement. The Parties hereby acknowledge and agree that:

i. The Rays Baseball Club, LLC (“Club”) uses, manages and operates the Dome pursuant to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg Including the Provision of Major League Baseball (as amended from time to time, the "Existing Use Agreement"). The Parties must work cooperatively so as not to disrupt the use, management or operation of the Dome by the Club. All references to Tampa Bay Devil Rays, Ltd. or Devil Rays in the Agreement will mean the Club. All references to Devil Rays Agreement in the Agreement will mean the Existing Use Agreement.

ii. The City’s administration of the Existing Use Agreement will continue uninterrupted notwithstanding the sale of the Dome to the County and the City will remain solely entitled to all rights and solely responsible for all duties thereunder, including but not limited to the right to all revenues payable to the owner of the Dome, which rights and revenues will be considered part of the consideration for the City’s assumption and continuation of responsibilities pursuant to this Agreement and the Lease.

iii. The County continues to be under no liability for failure to see that any such duties or covenants of the City are done or performed under the Existing Use Agreement. The County will not be liable or responsible because of the failure of the City or any of its employees or agents to make any collections or deposits or to perform any act required under the Existing Use Agreement or because of the loss of any monies or other default or action by the City under the Existing Use Agreement.

B. Redevelopment Agreement. The Parties acknowledge and agree that:

i. The City represents and warrants that:

a. The City and Hines Historic Gas Plant District Partnership, a joint venture conducting business in the State of Florida (“Developer”) entered into an agreement related to the redevelopment of the Dome (as may be amended from time to time, the “Redevelopment Agreement”).

b. The Redevelopment Agreement provides the rights and responsibilities of the City and Developer to effect an acquisition by Developer of parcels within the Dome in connection with the redevelopment, in multiple closings, conveying or leasing such parcels in phases over a period of up to thirty (30) years.

c. Pursuant to the Redevelopment Agreement, Developer must give the City not less than thirty (30) days’ prior written notice of its proposed acquisition of a parcel (an “Acquisition Notice”), which Acquisition Notice must include, among other things, a survey of the parcel to be acquired (each such parcel to be conveyed being, the “Severed Parcel”).

ii. Parcels to be acquired by Developer pursuant to the Redevelopment Agreement will be severed and released from this Agreement in accordance with the terms of this Paragraph 8.B. (each being referred to as a “Severance”).

iii. The City will promptly provide a copy of any Acquisition Notice to the County. Contemporaneously with the closing of Developer’s acquisition of the Severed Parcel pursuant to the Redevelopment Agreement, the County will convey the Severed Parcel to the City in accordance with Section 15.E. and Section 15.F. of this Agreement.

iv. Contemporaneously with a Severance, (a) the Severed Parcel will be deemed severed and released from this Agreement, (b) the term “Dome” will be deemed amended to exclude the Severed Parcel, (c) Amended Exhibit A will be deemed further amended to exclude the Severed Parcel, and (d) if requested by either party, the Parties will cooperate to execute and record a Memorandum of Amendment of Agreement of Sale (Severed Parcel) in the form attached hereto as Exhibit E-2, memorializing the release of the Severed Parcel from the terms of this Agreement. After Severance of a Severed Parcel and with respect to such Severed Parcel, the City’s and the County’s rights, duties and obligations occurring or accruing under this Agreement thereafter will cease and be of no further force or effect, except for obligations (including indemnification obligations) that survive.

v. The City's administration of the Redevelopment Agreement will continue uninterrupted notwithstanding the County's ownership of the Dome and the City will remain solely entitled to all rights and solely responsible for all duties thereunder including but not limited to the right to all land payments.

C. Vesting Agreement. The Parties acknowledge and agree that:

i. The City represents and warrants that the City and Developer entered into an agreement that vests in Developer the right to redevelop the Dome under the land development regulations and comprehensive plan in effect at the time such agreement is executed ("Vesting Agreement").

ii. The City's administration of the Vesting Agreement between the City and Developer will continue uninterrupted notwithstanding the County's ownership of the Dome and the City will remain solely entitled to all rights and solely responsible for all duties thereunder."

6. Term. Paragraph 10. of the Agreement is hereby amended to read as follows:

"Term. The term of this Agreement ("Term") commenced on October 17, 2002 and will terminate in accordance with Paragraph 20. herein."

7. Recordkeeping. Paragraph 12. of the Agreement is hereby amended to read as follows:

"Recordkeeping. The City will maintain books and records as may be required by virtue of its responsibilities under this Agreement for the retention periods required by applicable Laws (as defined in Paragraph 18., below). All records are subject to the provisions of Chapter 119, Florida Statutes."

8. Sale or Lease of Air Rights. Paragraph 14. of the Agreement is hereby deleted in its entirety, with no substitution therefor.

9. Provisions for Reacquisition. Paragraph 15. of the Agreement is hereby amended to read as follows:

"A. The County must convey title to the Dome to the City upon the occurrence of one or more of the following events:

i. The Dome becomes taxable because of the loss of the Dome's ad valorem tax immunity; or

ii. The law changes such that City ownership of the Dome would exempt the Dome or cause the Dome to be immune from ad valorem taxation; or

iii. The Redevelopment Agreement expires or is earlier terminated following the expiration or earlier termination of the Existing Use Agreement; or

iv. This Agreement or the Lease is terminated.

B. Any conveyance of the Dome (or any portion thereof) by the County required pursuant to Paragraph 15. A. i., above, will occur within forty-five (45) days of the date of a demand by the City or the County that title to the Dome be conveyed to the City because of the loss of the Dome's ad valorem tax immunity. Any conveyance of the Dome by the County required pursuant to Paragraph 15. A. ii. or iii., above, will occur within forty-five (45) days of the date of a demand by the City that the County convey title to the Dome to the City due to the occurrence of any of the events referenced in Paragraph 15. A. ii. or iii., above. The City (or the Club, as provided for in the Existing Use Agreement, or a third party pursuant to an agreement with the City) must be responsible for payment of any taxes which accrue from the effective date of taxation to the date of reconveyance.

C. The City has the option to require the County to convey title of the Dome to the City upon the occurrence of one or more of the following events:

i. The Lease or any portion of, use of, or interest in the Dome becomes taxable; or

ii. The City determines in its sole, absolute and unfettered discretion that it is in the best interest of the City to require reconveyance of the Dome; or

iii. The City determines in its sole, absolute and unfettered discretion that any Law has been enacted, amended or modified such that the City would be adversely affected by the County's continued ownership of the Dome; or

iv. The City determines in its sole, absolute and unfettered discretion that reacquiring the Dome (or any portion thereof) would be beneficial to the redevelopment of parcels pursuant to the Redevelopment Agreement.

D. Any conveyance of the Dome by the County required pursuant to Paragraph 15. C., above, will occur within forty-five (45) days of the date of demand by the City that the County convey title to the Dome to the City due to the occurrence of any of the events referenced in Paragraph 15. C., above.

E. Any conveyance of the Dome (or any portion thereof) by the County to the City will be by a County deed in a form prescribed by section 125.411, Florida Statutes.

F. Any conveyance of the Dome by the County to the City will be at the City's sole expense.

11. Termination and Enforcement of Agreement. Paragraph 20.C. of the Agreement is hereby amended to read as follows:

“C. This Agreement and the Lease will immediately terminate upon the earlier to occur of (a) the closing of Developer’s acquisition of the final parcel of the Dome in accordance with the Redevelopment Agreement, such that the County no longer owns any parcels of the Dome, or (b) upon the City’s reacquisition of the Dome pursuant to Paragraph 15 of this Agreement.”

12. Notification. Paragraph 30. of the Agreement is hereby deleted in its entirety, with no substitution therefor.

13. Terms of Agreement. The terms, conditions and provisions of the Agreement remain in full force and effect except and to the extent expressly amended by this First Amendment. Wherever in the Agreement reference is made to the Agreement, such reference will be to the Agreement as amended by this First Amendment.

14. Miscellaneous. This First Amendment (a) is binding upon and inures to the benefit of the City and the County and their respective successors and assigns and (b) is governed by and construed in accordance with the laws of the State of Florida. This First Amendment may be executed in separate and multiple counterparts, each of which is deemed to be an original, but all of which taken together constitute one and the same instrument. Additionally, the City and the County are authorized to sign this First Amendment electronically using any method authorized by applicable laws.

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SIGNATURE PAGE
TO
FIRST AMENDMENT TO AGREEMENT FOR SALE

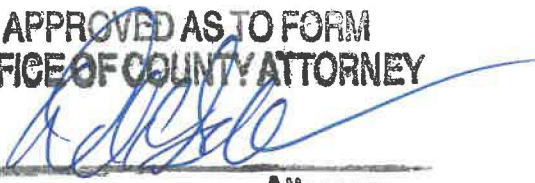
IN WITNESS WHEREOF the County has caused this First Amendment to be executed by its duly authorized representatives on the First Amendment Effective Date.

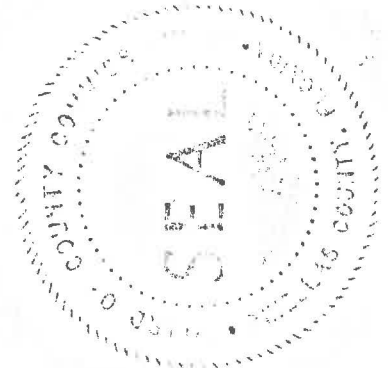
PINELLAS COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners

By: 
Chairman

ATTEST:
KEN BURKE, Clerk

By: 
Deputy Clerk


APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY
By: 
Attorney



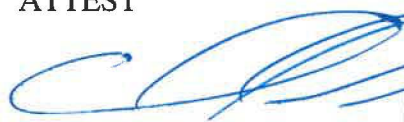
SIGNATURE PAGE
TO
FIRST AMENDMENT TO AGREEMENT FOR SALE

IN WITNESS WHEREOF the City has caused this First Amendment to be executed by its duly authorized representatives on the First Amendment Effective Date.

CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida


Kenneth T. Welch, Mayor

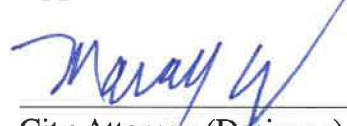
ATTEST



City Clerk



Approved as to Form and Content


City Attorney (Designee) 00753358

AMENDED EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF DOME



- Green = Dome
- Blue = Stadium Land
- Red = Marquee Land
- Yellow = Parking Garage Land (Parcel 1 and Parcel 2)

LEGAL DESCRIPTION OF DOME:

Parcel A (4.106 Acres): Lot 1, Block 1, Suncoast Stadium Replat, as recorded in Plat Book 96, Pages 53 and 54, Public Records of Pinellas County, Florida

Parcel B (57.729 Acres): Lot 1, Block 2, Suncoast Stadium Replat, as recorded in Plat Book 96, Pages 53 and 54, Public Records of Pinellas County, Florida LESS that portion of 4th Avenue South lying within said Suncoast Stadium Replat and designated as "Ingress/Egress Easement"

Parcel C (2.291 Acres): Lot 1, Block 1, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida

Parcel D (0.618 Acres): Lot 1, Block 2, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida.

Parcel E (10.964 Acres): Lot 1, Block 3, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida.

Parcel F (0.473 Acres): Lot 1, Block 4, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida.

THE ENTIRE ABOVE DESCRIPTION, LESS AND EXCEPT THE FOLLOWING PARCELS:

Stadium Land

LEGAL DESCRIPTION:

THAT PART OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'22"E, ALONG THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, A DISTANCE OF 330.34 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, S00°04'22"E, FOR A DISTANCE OF 731.33 FEET; THENCE S89°55'38"W, A DISTANCE OF 467.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHWESTERLY, ALONG THE ARC OF A CURVE, AN ARC LENGTH OF 88.09 FEET, SAID ARC HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 53°07'48" AND A CHORD BEARING OF N63°24'37"W, AND A CHORD LENGTH OF 84.97'; THENCE N89°58'31"W, A DISTANCE OF 189.24 FEET; THENCE N00°04'22"W, A DISTANCE OF 374.04 FEET; THENCE N29°22'15"W, A DISTANCE OF 399.24 FEET; THENCE N89°55'38"E, A DISTANCE OF 195.97 FEET; THENCE S00°04'22"E, A DISTANCE OF 29.34 FEET; THENCE N89°55'38"E, A DISTANCE OF 731.57 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 12.861 ACRES, MORE OR LESS.

Parking Garage Land Parcel 1

LEGAL DESCRIPTION

THAT PART OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'22"E, ALONG THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, A DISTANCE OF 1146.64 FEET; THENCE N89°53'55"E, A DISTANCE OF 124.68 FEET, FOR A POINT OF BEGINNING; THENCE S00°00'00"E, A DISTANCE OF 210.60 FEET; THENCE S89°54'40"W, A DISTANCE OF 250.00 FEET; THENCE N00°00'00"E, A DISTANCE OF 210.54 FEET;

THENCE N89°53'55"E, A DISTANCE OF 250.00 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 1.209 ACRES, MORE OR LESS.

Parking Garage Land Parcel 2

LEGAL DESCRIPTION:

LOT 1, BLOCK 1, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'08"W, ALONG THE EAST LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 250.00 FEET; THENCE S89°56'47"W, A DISTANCE OF 399.19 FEET; THENCE N00°06'25"E, A DISTANCE OF 250.00 FEET; THENCE N89°56'47"E, A DISTANCE OF 399.03 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 2.291 ACRES, MORE OR LESS.

Marquee Land

LEGAL DESCRIPTION:

THAT PORTION OF LOT 1, BLOCK 3, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF LOT 1, BLOCK 3, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S00°05'25"W, ALONG THE WEST LINE OF SAID LOT 1, BLOCK 3, A DISTANCE OF 145.04 FEET; THENCE S89°54'35"E, A DISTANCE OF 8.03 FEET, FOR A POINT OF BEGINNING; THENCE N77°41'45"E, A DISTANCE OF 73.77 FEET; THENCE S08°11'07"E, A DISTANCE OF 30.33 FEET; THENCE S87°58'40"W, A DISTANCE OF 73.43 FEET; THENCE N10°05'30"W, A DISTANCE OF 17.16 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 1740 SQUARE FEET, MORE OR LESS.

EXHIBIT A-2

LEGAL DESCRIPTION AND DEPICTION OF NEW STADIUM LAND

JULY 15, 2024

STADIUM LAND

PROJECT No. 2307-037

LEGAL DESCRIPTION:

THAT PART OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE 500°04'22"E, ALONG THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, A DISTANCE OF 330.34 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, 500°04'22"E, FOR A DISTANCE OF 731.33 FEET; THENCE S89°55'38"W, A DISTANCE OF 467.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHWESTERLY, ALONG THE ARC OF A CURVE, AN ARC LENGTH OF 88.09 FEET, SAID ARC HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 53°07'48" AND A CHORD BEARING OF N63°24'37"W, AND A CHORD LENGTH OF 84.97'; THENCE N89°58'31"W, A DISTANCE OF 189.24 FEET; THENCE N00°04'22"W, A DISTANCE OF 374.04 FEET; THENCE N29°22'15"W, A DISTANCE OF 399.24 FEET; THENCE N89°55'38"E, A DISTANCE OF 195.97 FEET; THENCE S00°04'22"E, A DISTANCE OF 29.34 FEET; THENCE N89°55'38"E, A DISTANCE OF 731.57 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 12.861 ACRES, MORE OR LESS.

BEARINGS ARE REFERENCED TO THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, PER THE PLAT OF SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, HAVING A BEARING OF 500°04'22"E.

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION AND SKETCH

CLIENT: TAMPA BAY RAYS	SCALE: NOT TO SCALE	DRAWN BY: W/JH	SECTION: SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST
DATE: 07/15/2024	ORDER No.: 2307-037	CHECKED BY: GS	COUNTY: PINELLAS COUNTY, FLORIDA

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Gerald Silva

Digitally signed by Gerald Silva
DN: cn=Gerald Silva, c=US, o=Northwest Surveying Inc., email=gsilva@nwsitampa.com
Date: 2024.07.15 15:32:26 -04'00'
(DATE)

GERALD SILVA, PSM #5218

NSI Northwest Surveying Inc.

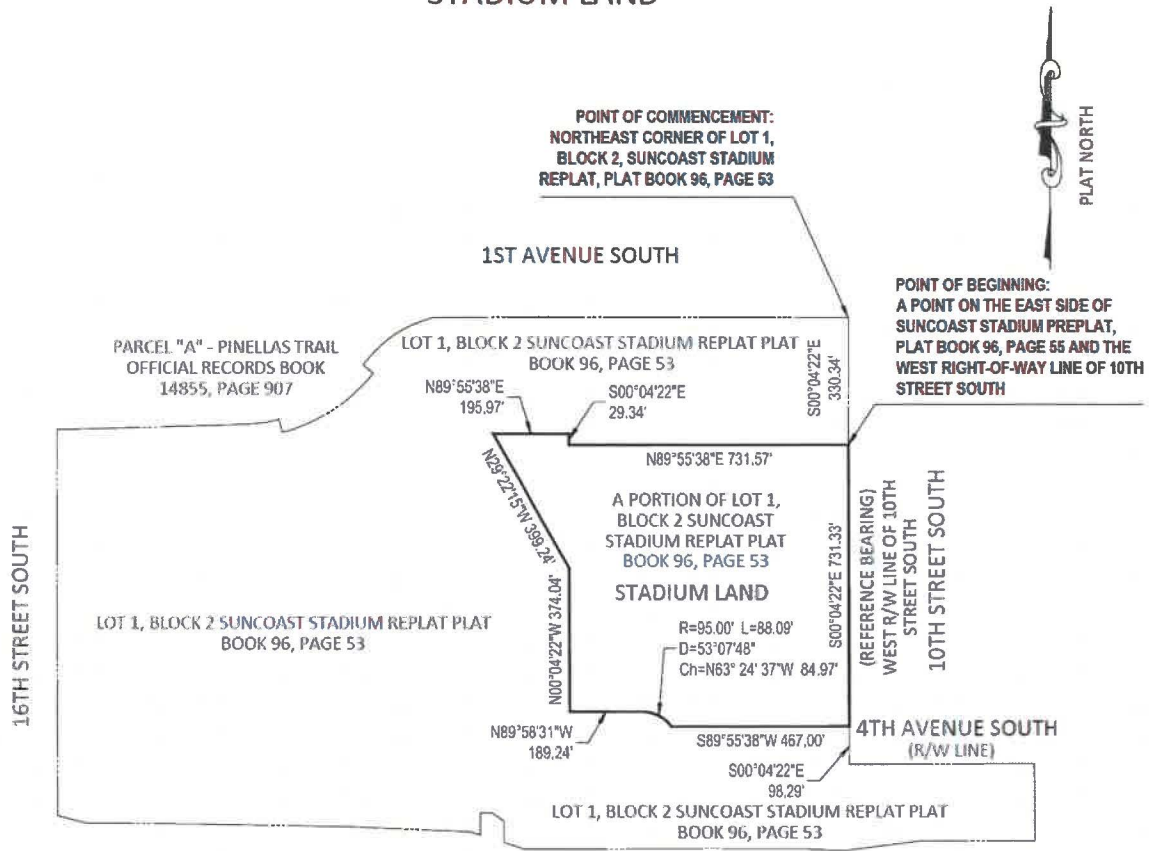
Certificate of Authorization Number LB0005122

8409 Sunstate Street, Tampa, Florida 33634
Tampa: 813-889-9236

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 2

STADIUM LAND



BEARINGS ARE REFERENCED TO THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, PER THE PLAT OF SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, HAVING A BEARING OF S00°04'22"E.

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION AND SKETCH

CLIENT: TAMPA BAY RAYS	SCALE: NOT TO SCALE	DRAWN BY: WJH	SECTION: SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST
DATE: 07/15/2024	ORDER No.: 2307-037	CHECKED BY: GS	COUNTY: PINELLAS COUNTY, FLORIDA

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Gerald Silva

GERALD SILVA, PSM #5218

Digitally signed by Gerald Silva
DN: cn=Gerald Silva, c=US,
o=Northwest Surveying Inc.,
email=jsilva@nswtampa.com
Date: 2024.07.15 15:33:12 -04'00'
(DATE)

NSI Northwest Surveying Inc.

Certificate of Authorization Number LB0005122

8409 Sunstate Street, Tampa, Florida 33634
Tampa: 813-889-9236

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 2 OF 2

EXHIBIT A-3

LEGAL DESCRIPTION AND DEPICTION OF PARKING GARAGE LAND

JULY 15, 2024

PARKING GARAGE LAND PARCEL 1

PROJECT No. 2307-037

LEGAL DESCRIPTION:

THAT PART OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'22"E, ALONG THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, A DISTANCE OF 1146.64 FEET; THENCE S89°53'55"W, A DISTANCE OF 124.68 FEET, FOR A POINT OF BEGINNING; THENCE S00°00'00"E, A DISTANCE OF 210.60 FEET; THENCE S89°54'40"W, A DISTANCE OF 250.00 FEET; THENCE N00°00'00"E, A DISTANCE OF 210.54 FEET; THENCE N89°53'55"E, A DISTANCE OF 250.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.209 ACRES, MORE OR LESS.

BEARINGS ARE REFERENCED TO THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, PER THE PLAT OF SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, HAVING A BEARING OF S00°04'22"E.

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION AND SKETCH

CLIENT: TAMPA BAY RAYS	SCALE: NOT TO SCALE	DRAWN BY: WJH	SECTION: SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST
DATE: 07/15/2024	ORDER No.: 2307-037	CHECKED BY: GS	COUNTY: PINELLAS COUNTY, FLORIDA

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Gerald Silva

Digitally signed by Gerald Silva
DN: cn=Gerald Silva, c=US, o=Northwest
Surveying Inc., email=silva@nwtampa.com
Date: 2024.07.16 09:32:00 -0400

GERALD SILVA, PSM #5218

(DATE)

NSI Northwest Surveying Inc.

Certificate of Authorization Number LB0005122

8409 Sunstate Street, Tampa, Florida 33634
Tampa: 813-889-9236

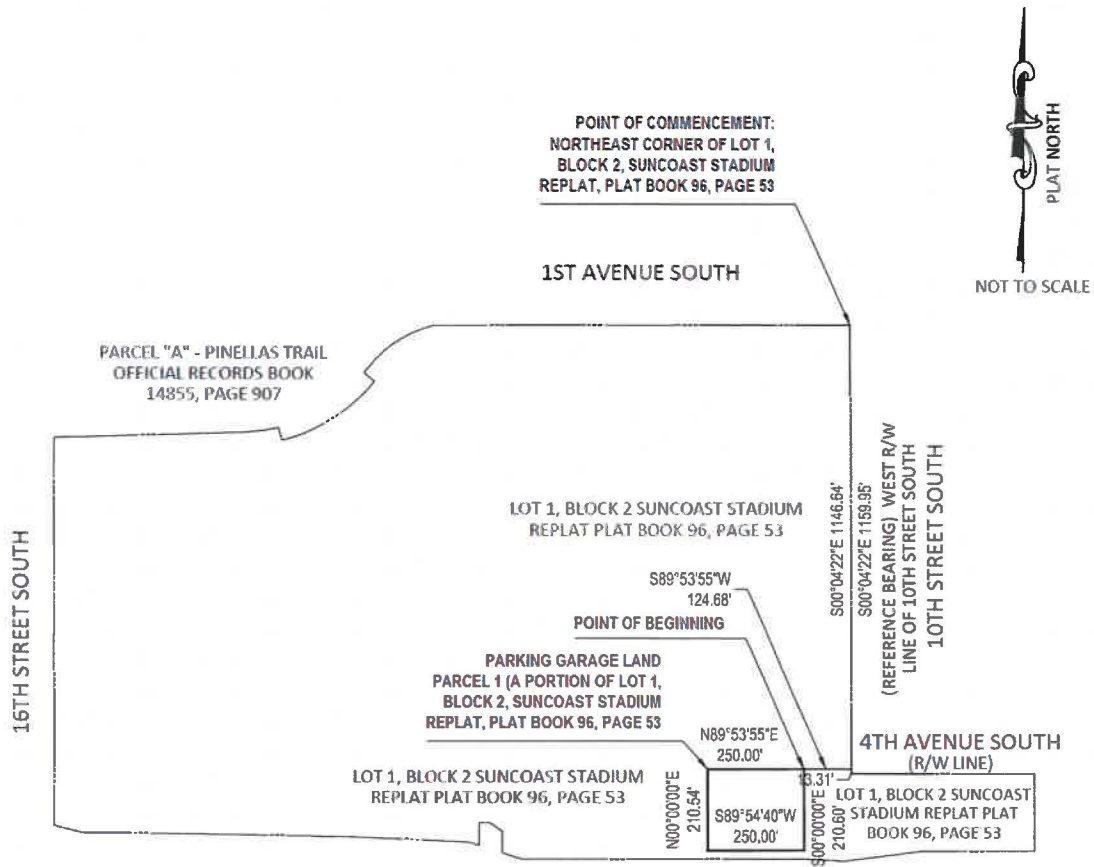
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 2

JULY 15, 2024

PARKING GARAGE LAND PARCEL 1

PROJECT No. 2307-037



BEARINGS ARE REFERENCED TO THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, PER THE PLAT OF SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, HAVING A BEARING OF 500°04'22\"/>

LEGEND:
R/W = RIGHT-OF-WAY

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION AND SKETCH

CLIENT: TAMPA BAY RAYS	SCALE: NOT TO SCALE	DRAWN BY: WJH	SECTION: SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST
DATE: 07/15/2024	ORDER No.: 2307-037	CHECKED BY: GS	COUNTY: PINELLAS COUNTY, FLORIDA

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Gerald Silva
Digitally signed by Gerald Silva
DN: cn=Gerald Silva, c=US, o=Northwest
Surveying Inc., email=gsilva@nwsitampa.com
Date: 2024.07.16 09:32:27 -04'00'

GERALD SILVA, PSM #5218 (DATE)

NSI Northwest Surveying Inc.

Certificate of Authorization Number LB0005122
8409 Sunstate Street, Tampa, Florida 33634
Tampa: 813-889-9236

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 2 OF 2

LEGAL DESCRIPTION:

LOT 1, BLOCK 1, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'08"W, ALONG THE EAST LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 250.00 FEET; THENCE S89°56'47"W, A DISTANCE OF 399.19 FEET; THENCE N00°06'25"E, A DISTANCE OF 250.00 FEET; THENCE N89°56'47"E, A DISTANCE OF 399.03 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.291 ACRES, MORE OR LESS.

BEARINGS ARE REFERENCED TO THE EAST LINE OF THE LOT 1, BLOCK 1, TROPICANA FIELD WEST PARKING AREA REPLAT, HAVING A PLAT BEARING OF S00°04'08"W.

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION AND SKETCH

CLIENT: TAMPA BAY RAYS	SCALE: NOT TO SCALE	DRAWN BY: WJH	SECTION: SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST
DATE: 07/15/2024	ORDER No.: 2307-037	CHECKED BY: GS	COUNTY: PINELLAS COUNTY, FLORIDA

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SI-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Gerald Silva

GERALD SILVA, PSM #5218

Digitally signed by Gerald Silva
DN: cn=Gerald Silva, c=US, o=Northwest
Surveying Inc., email=gsilva@nwsurveying.com
Date: 2024.07.15 12:13:30 -0400

(DATE)

NSI Northwest Surveying Inc.

Certificate of Authorization Number LB0005122

8409 Sunstate Street, Tampa, Florida 33634
Tampa: 813-889-9236

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELEC TRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 2

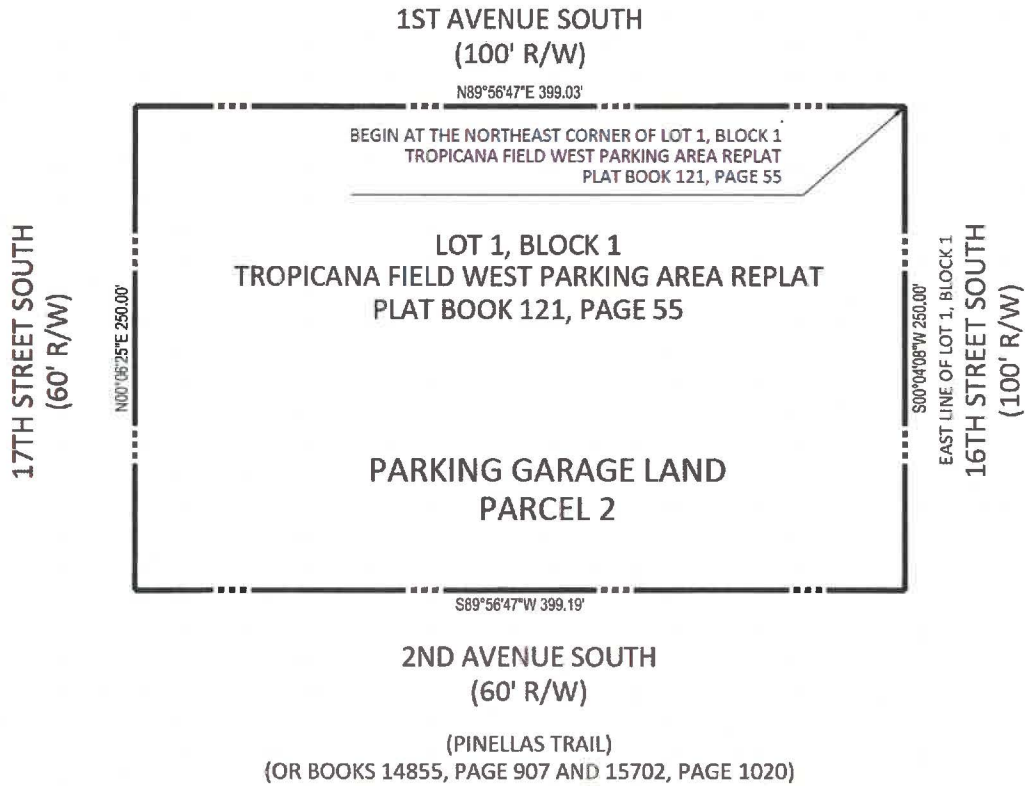
JULY 15, 2024

PARKING GARAGE LAND PARCEL 2

PROJECT No. 2307-037



NOT TO SCALE



BEARINGS ARE REFERENCED TO THE EAST LINE OF THE LOT 1, BLOCK 1, TROPICANA FIELD WEST PARKING AREA REPLAT, HAVING A PLAT BEARING OF 500°04'08\"W.

LEGEND:

OR = OFFICIAL RECORDS
R/W = RIGHT-OF-WAY

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION AND SKETCH

CLIENT: TAMPA BAY RAYS	SCALE: NOT TO SCALE	DRAWN BY: WJH	SECTION: SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST
DATE: 07/15/2024	ORDER No.: 2307-037	CHECKED BY: GS	COUNTY: PINELLAS COUNTY, FLORIDA

HEREBY CERTIFY THAT THE SURVEY OF THE HEREOF DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Gerald Silva

GERALD SILVA, PSM #5218

Digitally signed by Gerald Silva
DN: cn=Gerald Silva, c=US,
o=Northwest Surveying Inc.,
email=jsilva@nsitampa.com
Date: 2024.07.15 12:15:30 -04'00'
(DATE)

NSI Northwest Surveying Inc.

Certificate of Authorization Number LB0005122

8409 Sunstate Street, Tampa, Florida 33634
Tampa: 813-889-9236

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 2 OF 2

EXHIBIT A-4

LEGAL DESCRIPTION AND DEPICTION OF MARQUEE LAND

JULY 15, 2024

MARQUEE LAND

PROJECT No. 2307-037

LEGAL DESCRIPTION:

THAT PORTION OF LOT 1, BLOCK 3, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, BLOCK 3, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S00°05'25"W, ALONG THE WEST LINE OF SAID LOT 1, BLOCK 3, A DISTANCE OF 145.04 FEET; THENCE S89°54'35"E, A DISTANCE OF 8.03 FEET, FOR A POINT OF BEGINNING; THENCE N77°41'45"E, A DISTANCE OF 73.77 FEET; THENCE S08°11'07"E, A DISTANCE OF 30.33 FEET; THENCE S87°58'40"W, A DISTANCE OF 73.43 FEET; THENCE N10°05'30"W, A DISTANCE OF 17.16 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1740 SQUARE FEET, MORE OR LESS.

BEARINGS ARE REFERENCED TO THE WEST RIGHT-OF-WAY LINE OF 16TH STREET SOUTH, HAVING A PLAT BEARING OF S00°04'08"W.

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION AND SKETCH

CLIENT: TAMPA BAY RAYS	SCALE: NOT TO SCALE	DRAWN BY: WJH	SECTION: SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST
DATE: 07/15/2024	ORDER No.: 2307-037	CHECKED BY: GS	COUNTY: PINELLAS COUNTY, FLORIDA

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Gerald Silva

GERALD SILVA, PSM #5218

Digitally signed by Gerald Silva
DN: cn=Gerald Silva, c=US, o=Northwest
Surveying Inc.,
email=gsilva@nswtampa.com
Date: 2024.07.15 12:13:53 -0400'
(DATE)

NSI Northwest Surveying Inc.

Certificate of Authorization Number LB0005122

8409 Sunstate Street, Tampa, Florida 33634
Tampa: 813-889-9236

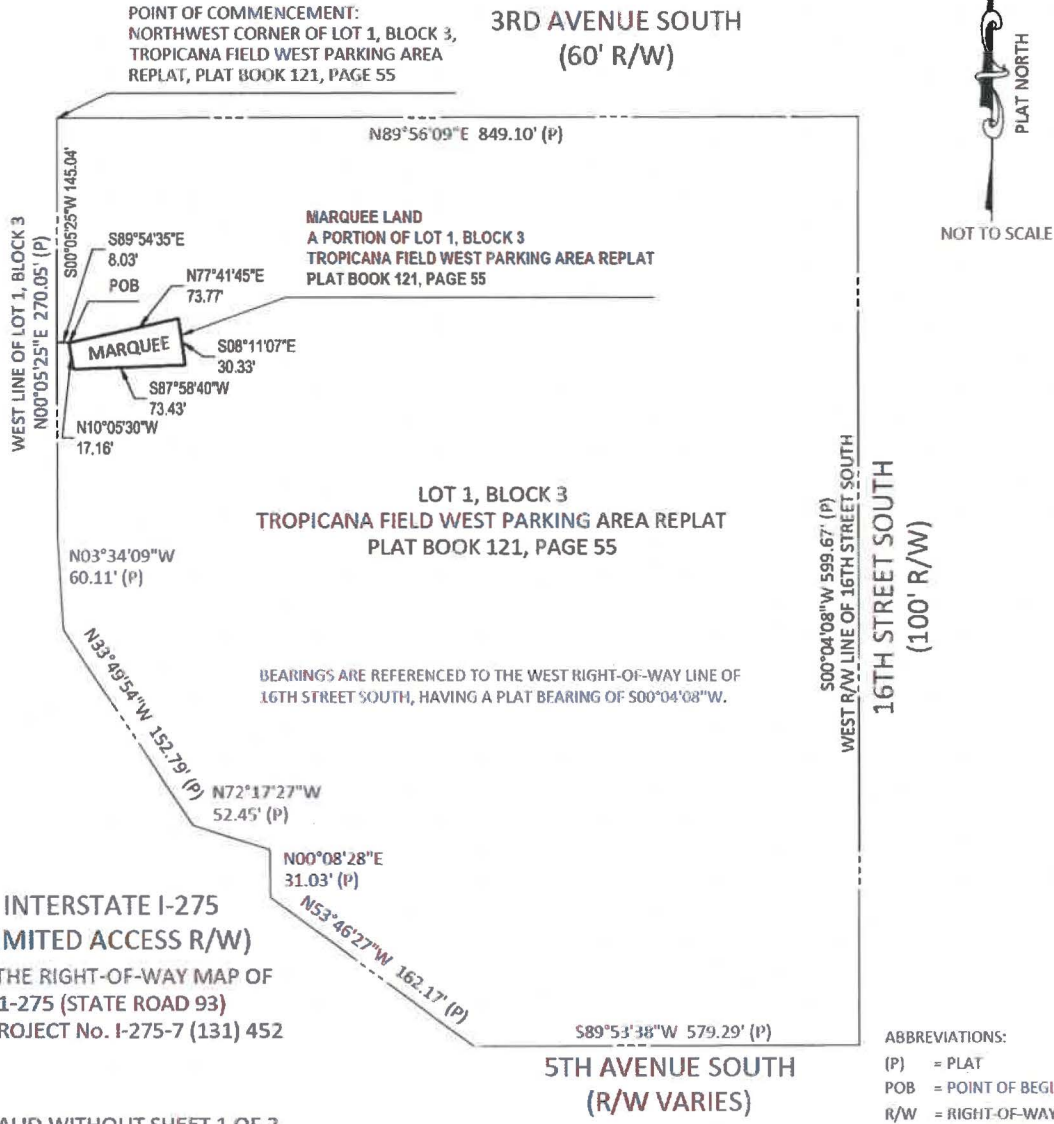
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 2

JULY 15, 2024

MARQUEE LAND

PROJECT No. 2307-037



NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY LEGAL DESCRIPTION AND SKETCH

CLIENT: TAMPA BAY RAYS	SCALE: NOT TO SCALE	DRAWN BY: WJH	SECTION: SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST
DATE: 07/15/2024	ORDER No.: 2307-037	CHECKED BY: GS	COUNTY: PINELLAS COUNTY, FLORIDA

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Gerald Silva

Digitally signed by Gerald Silva
DN: cn=Gerald Silva, c=US, o=Northwest
Surveying Inc., email=jsilva@nswtampa.com
Date: 2024.07.15 12:15:54 -0400

GERALD SILVA, PSM #5218

(DATE)

NSI Northwest Surveying Inc.

Certificate of Authorization Number LB0005122

8409 Sunstate Street, Tampa, Florida 33634
Tampa: 813-889-9236

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE
ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 2 OF 2

EXHIBIT E-1

MEMORANDUM OF AMENDMENT OF AGREEMENT OF SALE

(NEW STADIUM PARCEL)

This Document Prepared by and Return to:

City Attorney's Office
City of St. Petersburg
P. O. Box 2842, St. Petersburg, FL 33731-2842
St. Petersburg, Florida 33701

MEMORANDUM OF AMENDMENT TO AGREEMENT FOR SALE

(NEW STADIUM PARCEL)

This MEMORANDUM OF AMENDMENT TO AGREEMENT FOR SALE ("Memorandum") is entered into as of this 31st day of July, 2024, by and between CITY OF ST. PETERSBURG, FLORIDA, a municipal corporation (the "City"), and PINELLAS COUNTY, a political subdivision of the State of Florida (the "County").

RECITALS

A. The City and the County entered into that certain Agreement for Sale dated October 17, 2002 and recorded October 18, 2002 in Book 12289, Page 1392 of the Public Records of Pinellas County, Florida (the "Agreement"), pursuant to which, among other things, (a) the City sold to the County certain parcels of real estate upon which has been constructed multi-use domed stadium facilities presently called "Tropicana Field" which land and facilities are more particularly described on Exhibit A attached thereto (the "Dome"), and (b) the City leased the Dome from the County pursuant to that certain Lease-Back and Management Agreement dated October 17, 2002 and recorded October 18, 2002 in Book 12289, Page 1429 of the Public Records of Pinellas County, Florida (the "Lease").

B. To facilitate the development, construction, use and operation of a new domed stadium, two (2) parking garages and other improvements on certain portions of the Dome, the City and the County have entered into that certain First Amendment to Agreement for Sale dated July 31, 2024 ("First Amendment") to, among other things, sever and release the New Stadium Parcel (as defined below) from the Agreement.

NOW THEREFORE, the City and the County have agreed to record this Memorandum to evidence and confirm the following:

1. Reference should be made to the First Amendment for the terms and conditions thereof. All of the terms and conditions of the First Amendment are incorporated herein by this reference.

2. From and after the date of the First Amendment, (a) the portion of the Dome legally described on the attached Exhibit B is severed and released from the Agreement (the “New Stadium Parcel”), and (b) all references to the “Dome” in the Agreement will exclude the New Stadium Parcel and mean and refer to the land legally described on the attached Exhibit C.

3. The terms and conditions of the Agreement, as amended by the First Amendment, will run with the land and will be binding upon and inure to the benefit of the City and the County and their respective successors and assigns.

4. Nothing in this Memorandum is intended to or will have the effect of modifying, amending or altering any provisions of the First Amendment and if there is any conflict or inconsistency between this Memorandum and the First Amendment, the provisions of the First Amendment will control.

5. All capitalized terms used herein and not defined will have the meaning set forth in the Agreement, as amended by the First Amendment.

6. This Memorandum may be executed in several counterparts, each of which will be deemed an original, and all such counterparts will constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE
TO
MEMORANDUM OF AMENDMENT
TO AGREEMENT FOR SALE

IN WITNESS WHEREOF the County has caused this Memorandum to be executed by its duly authorized representatives on the day and date first above written.

COUNTY:

PINELLAS COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners

By: _____
Chairman

ATTEST:
KEN BURKE, Clerk

By: _____
Deputy Clerk

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by _____, Chairman,
Board of County Commissioners, Pinellas County, Florida, on behalf of Pinellas County, Florida,
this _____ day of _____, 2024.

Notary Public – State of Florida
Print Name: _____
Commission Expires: _____

SIGNATURE PAGE
TO
MEMORANDUM OF AMENDMENT
TO AGREEMENT FOR SALE

IN WITNESS WHEREOF the City has caused this Memorandum to be executed by its duly authorized representatives on the day and date first above written.

CITY OF ST. PETERSBURG, a municipal
corporation of the State of Florida

Mayor

ATTEST

City Clerk

(SEAL)

Approved as to Form and Content

City Attorney (Designee) 00753569

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by Kenneth T. Welch, Mayor, City of St. Petersburg, Florida, on behalf of the City of St. Petersburg, Florida, this ____ day of July, 2024.

Notary Public – State of Florida
Print Name: _____
Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE DOME

Legal Description of the City's Domed Stadium (Tropicana Field)

Block 1, Lot 1 and Block 2, Lot 1, Suncoast Stadium Replat as recorded in Plat Book 96, Pages 53 and 54, Public Records of Pinellas County, Florida

Less that portion of 4th Avenue South laying within said Suncoast Stadium Replat and designated "Ingress/Egress Easement"

Block 1, Lot 1, Block 2, Lot 1; Block 3, Lot 1, and Block 4, Lot 1, Tropicana Field West Parking Area Replat as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida

EXHIBIT B

LEGAL DESCRIPTION OF NEW STADIUM PARCEL

Stadium Land

LEGAL DESCRIPTION:

THAT PART OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'22"E, ALONG THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, A DISTANCE OF 330.34 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, S00°04'22"E, FOR A DISTANCE OF 731.33 FEET; THENCE S89°55'38"W, A DISTANCE OF 467.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHWESTERLY, ALONG THE ARC OF A CURVE, AN ARC LENGTH OF 88.09 FEET, SAID ARC HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 53°07'48" AND A CHORD BEARING OF N63°24'37"W, AND A CHORD LENGTH OF 84.97'; THENCE N89°58'31"W, A DISTANCE OF 189.24 FEET; THENCE N00°04'22"W, A DISTANCE OF 374.04 FEET; THENCE N29°22'15"W, A DISTANCE OF 399.24 FEET; THENCE N89°55'38"E, A DISTANCE OF 195.97 FEET; THENCE S00°04'22"E, A DISTANCE OF 29.34 FEET; THENCE N89°55'38"E, A DISTANCE OF 731.57 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 12.861 ACRES, MORE OR LESS.

Parking Garage Land Parcel 1

LEGAL DESCRIPTION

THAT PART OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'22"E, ALONG THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, A DISTANCE OF 1146.64 FEET; THENCE N89°53'55"E, A DISTANCE OF 124.68 FEET, FOR A POINT OF BEGINNING; THENCE S00°00'00"E, A DISTANCE OF 210.60 FEET; THENCE S89°54'40"W, A DISTANCE OF 250.00 FEET; THENCE N00°00'00"E, A DISTANCE OF 210.54 FEET; THENCE N89°53'55"E, A DISTANCE OF 250.00 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 1.209 ACRES, MORE OR LESS.

Parking Garage Land Parcel 2

LEGAL DESCRIPTION:

LOT 1, BLOCK 1, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'08"W, ALONG THE EAST LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 250.00 FEET; THENCE S89°56'47"W, A DISTANCE OF 399.19 FEET; THENCE N00°06'25"E, A DISTANCE OF 250.00 FEET; THENCE N89°56'47"E, A DISTANCE OF 399.03 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 2.291 ACRES, MORE OR LESS.

Marquee Land

LEGAL DESCRIPTION:

THAT PORTION OF LOT 1, BLOCK 3, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF LOT 1, BLOCK 3, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S00°05'25"W, ALONG THE WEST LINE OF SAID LOT 1, BLOCK 3, A DISTANCE OF 145.04 FEET; THENCE S89°54'35"E, A DISTANCE OF 8.03 FEET, FOR A POINT OF BEGINNING; THENCE N77°41'45"E, A DISTANCE OF 73.77 FEET; THENCE S08°11'07"E, A DISTANCE OF 30.33 FEET; THENCE S87°58'40"W, A DISTANCE OF 73.43 FEET; THENCE N10°05'30"W, A DISTANCE OF 17.16 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 1740 SQUARE FEET, MORE OR LESS.

EXHIBIT C

LEGAL DESCRIPTION OF REMAINING DOME

Parcel A (4.106 Acres): Lot 1, Block 1, Suncoast Stadium Replat, as recorded in Plat Book 96, Pages 53 and 54, Public Records of Pinellas County, Florida

Parcel B (57.729 Acres): Lot 1, Block 2, Suncoast Stadium Replat, as recorded in Plat Book 96, Pages 53 and 54, Public Records of Pinellas County, Florida LESS that portion of 4th Avenue South lying within said Suncoast Stadium Replat and designated as "Ingress/Egress Easement"

Parcel C (2.291 Acres): Lot 1, Block 1, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida

Parcel D (0.618 Acres): Lot 1, Block 2, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida.

Parcel E (10.964 Acres): Lot 1, Block 3, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida.

Parcel F (0.473 Acres): Lot 1, Block 4, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida.

THE ENTIRE ABOVE DESCRIPTION, LESS AND EXCEPT THE FOLLOWING PARCELS:

Stadium Land

LEGAL DESCRIPTION:

THAT PART OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'22"E, ALONG THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, A DISTANCE OF 330.34 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, S00°04'22"E, FOR A DISTANCE OF 731.33 FEET; THENCE S89°55'38"W, A DISTANCE OF 467.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHWESTERLY, ALONG THE ARC OF A CURVE, AN ARC LENGTH OF 88.09 FEET, SAID ARC HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 53°07'48" AND A CHORD BEARING OF N63°24'37"W, AND A CHORD LENGTH OF 84.97'; THENCE N89°58'31"W, A DISTANCE OF 189.24 FEET; THENCE N00°04'22"W, A DISTANCE OF 374.04 FEET; THENCE N29°22'15"W, A DISTANCE OF 399.24 FEET; THENCE N89°55'38"E, A DISTANCE OF 195.97 FEET; THENCE S00°04'22"E, A DISTANCE OF 29.34

FEET; THENCE N89°55'38"E, A DISTANCE OF 731.57 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 12.861 ACRES, MORE OR LESS.

Parking Garage Land Parcel 1

LEGAL DESCRIPTION

THAT PART OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'22"E, ALONG THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, A DISTANCE OF 1146.64 FEET; THENCE N89°53'55"E, A DISTANCE OF 124.68 FEET, FOR A POINT OF BEGINNING; THENCE S00°00'00"E, A DISTANCE OF 210.60 FEET; THENCE S89°54'40"W, A DISTANCE OF 250.00 FEET; THENCE N00°00'00"E, A DISTANCE OF 210.54 FEET; THENCE N89°53'55"E, A DISTANCE OF 250.00 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 1.209 ACRES, MORE OR LESS.

Parking Garage Land Parcel 2

LEGAL DESCRIPTION:

LOT 1, BLOCK 1, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'08"W, ALONG THE EAST LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 250.00 FEET; THENCE S89°56'47"W, A DISTANCE OF 399.19 FEET; THENCE N00°06'25"E, A DISTANCE OF 250.00 FEET; THENCE N89°56'47"E, A DISTANCE OF 399.03 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 2.291 ACRES, MORE OR LESS.

Marquee Land

LEGAL DESCRIPTION:

THAT PORTION OF LOT 1, BLOCK 3, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF LOT 1, BLOCK 3, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S00°05'25"W, ALONG THE WEST LINE OF SAID LOT 1, BLOCK 3, A DISTANCE OF 145.04 FEET; THENCE

S89°54'35"E, A DISTANCE OF 8.03 FEET, FOR A POINT OF BEGINNING; THENCE N77°41'45"E, A DISTANCE OF 73.77 FEET; THENCE S08°11'07"E, A DISTANCE OF 30.33 FEET; THENCE S87°58'40"W, A DISTANCE OF 73.43 FEET; THENCE N10°05'30"W, A DISTANCE OF 17.16 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 1740 SQUARE FEET, MORE OR LESS.

EXHIBIT E-2

MEMORANDUM OF AMENDMENT OF AGREEMENT OF SALE

(SEVERED PARCEL)

This Document Prepared by and Return to:

City Attorney's Office
City of St. Petersburg
P. O. Box 2842, St. Petersburg, FL 33731-2842
St. Petersburg, Florida 33701

MEMORANDUM OF AMENDMENT TO AGREEMENT FOR SALE

(SEVERED PARCEL)

This MEMORANDUM OF AMENDMENT TO AGREEMENT FOR SALE ("Memorandum") is entered into as of this ___ day of _____, 20___, by and between CITY OF ST. PETERSBURG, FLORIDA, a municipal corporation (the "City"), and PINELLAS COUNTY, a political subdivision of the State of Florida (the "County").

RECITALS

A. The City and the County entered into that certain Agreement for Sale dated October 17, 2002 and recorded October 18, 2002 in Book 12289, Page 1392 of the Public Records of Pinellas County, Florida (the "Agreement"), pursuant to which, among other things, (a) the City sold to the County certain parcels of real estate upon which has been constructed multi-use domed stadium facilities presently called "Tropicana Field" which land and facilities are more particularly described on Exhibit A attached thereto (the "Dome"), and (b) the City leased the Dome from the County pursuant to that certain Lease-Back and Management Agreement dated October 17, 2002 and recorded October 18, 2002 in Book 12289, Page 1429 of the Public Records of Pinellas County, Florida (the "Lease").

B. To facilitate the redevelopment of the Dome, the City and the County have entered into that certain First Amendment to Agreement for Sale dated July 31, 2024 ("First Amendment") to, among other things, sever and release parcels of the Dome from the Agreement for such redevelopment (each parcel of the Dome severed and released being a "Severed Parcel", as further described below).

NOW THEREFORE, the City and the County have agreed to record this Memorandum to evidence and confirm the following:

1. Reference should be made to the First Amendment for the terms and conditions thereof. All of the terms and conditions of the First Amendment are incorporated herein by this reference.

2. From and after the date of Severance pursuant to the First Amendment, (a) the portion of the Dome legally described on the attached Exhibit B is severed and released from the Agreement (the “Severed Parcel”), and (b) all references to the “Dome” in the Agreement will exclude the Severed Parcel and mean and refer to the land legally described on the attached Exhibit C.

3. The terms and conditions of the Agreement, as amended by the First Amendment, will run with the land and will be binding upon and inure to the benefit of the City and the County and their respective successors and assigns.

4. Nothing in this Memorandum is intended to or will have the effect of modifying, amending or altering any provisions of the First Amendment and if there is any conflict or inconsistency between this Memorandum and the First Amendment, the provisions of the First Amendment will control.

5. All capitalized terms used herein and not defined will have the meaning set forth in the Agreement, as amended by the First Amendment.

6. This Memorandum may be executed in several counterparts, each of which will be deemed an original, and all such counterparts will constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE
TO
MEMORANDUM OF AMENDMENT
TO AGREEMENT FOR SALE

IN WITNESS WHEREOF the County has caused this Memorandum to be executed by its duly authorized representatives on the day and date first above written.

COUNTY:

PINELLAS COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners

By: _____
Chairman

ATTEST:
KEN BURKE, Clerk

By: _____
Deputy Clerk

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by _____, Chairman,
Board of County Commissioners, Pinellas County, Florida, on behalf of Pinellas County, Florida,
this ____ day of _____, 20____.

Notary Public – State of Florida
Print Name: _____
Commission Expires: _____

SIGNATURE PAGE
TO
MEMORANDUM OF AMENDMENT
TO AGREEMENT FOR SALE

IN WITNESS WHEREOF the City has caused this Memorandum to be executed by its duly authorized representatives on the day and date first above written.

CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida

Mayor

ATTEST

City Clerk

(SEAL)

Approved as to Form and Content

City Attorney (Designee) 00753570

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by _____, Mayor, City of St. Petersburg, Florida, on behalf of the City of St. Petersburg, Florida, this _____ day of _____, 20____.

Notary Public – State of Florida
Print Name: _____
Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE DOME

[To be inserted]

EXHIBIT B

LEGAL DESCRIPTION OF SEVERED PARCEL

[To be inserted]

EXHIBIT C

LEGAL DESCRIPTION OF REMAINING DOME

[To be inserted]

EXHIBIT F

ELEVENTH AMENDMENT

ELEVENTH AMENDMENT TO THE AGREEMENT FOR THE USE, MANAGEMENT AND OPERATION OF THE DOMED STADIUM IN ST. PETERSBURG INCLUDING THE PROVISION OF MAJOR LEAGUE BASEBALL

THIS ELEVENTH AMENDMENT to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg Including the Provision of Major League Baseball (this “**Eleventh Amendment**”) is made and executed as of the 31st day of July, 2024 (“**Eleventh Amendment Effective Date**”), between the **CITY OF ST. PETERSBURG, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the “**CITY**”) and **RAYS BASEBALL CLUB, LLC**, a Florida limited liability company (hereinafter referred to as the “**CLUB**”). The CITY and the CLUB are each a “**Party**” and collectively, the “**Parties**” to this Eleventh Amendment.

RECITALS:

A. The CITY and Tampa Bay Rays Baseball, Ltd. (formerly known as Tampa Bay Devil Rays, Ltd.) (“**HoldCo**”) entered into an Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg Including the Provision of Major League Baseball (“**Original Agreement**”) on April 28, 1995.

B. The CITY and HoldCo entered into a First Amendment to the Original Agreement (“**First Amendment**”) on May 9, 1995.

C. The CITY and HoldCo entered into a Second Amendment to the Original Agreement (“**Second Amendment**”) on May 18, 1995.

D. The CITY and HoldCo entered into a Third Amendment to the Original Agreement (“**Third Amendment**”) on June 14, 1995.

E. The CITY and HoldCo entered into a Fourth Amendment to the Original Agreement (“**Fourth Amendment**”) on February 26, 1997.

F. The CITY and HoldCo entered into a Fifth Amendment to the Original Agreement (“**Fifth Amendment**”) on January 21, 1999.

G. The CITY and HoldCo entered into a Sixth Amendment to the Original Agreement (“**Sixth Amendment**”) on September 24, 2002.

H. Concurrently with the Sixth Amendment, the CITY transferred ownership of the DOME (as defined in the Original Agreement and amended by the Sixth Amendment) to Pinellas County, Florida (the “**County**”) pursuant to the Agreement for Sale (as such term is defined in the Sixth Amendment), and upon the satisfaction of certain terms and conditions, the County

leased the DOME back to the CITY pursuant to the terms set forth set forth in the Lease (as such term is defined in the Sixth Amendment).

I. The CITY and HoldCo entered into a Seventh Amendment to the Original Agreement (“**Seventh Amendment**”) on March 22, 2004.

J. The CITY and HoldCo entered into an Eighth Amendment to the Original Agreement (“**Eighth Amendment**”) on December 9, 2004.

K. The CITY and HoldCo entered into a Ninth Amendment to the Original Agreement (“**Ninth Amendment**”) on February 13, 2006.

L. The CITY and HoldCo entered into a Tenth Amendment to the Original Agreement (“**Tenth Amendment**”) on November 28, 2006.

M. The Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, and the Tenth Amendment is hereinafter referred to collectively as the “**Current Use Agreement**”.

N. The CLUB is the owner and operator of the Major League Baseball club known as the Tampa Bay Rays.

O. HoldCo assigned the Current Use Agreement to the CLUB pursuant to the Assignment and Assumption Agreement dated of even date herewith.

P. The CITY, the County, and Rays Stadium Company, LLC, a Delaware limited liability company (“**StadCo**”) now desire to design, develop and construct a new domed stadium (“**New Stadium**”) on a portion of the DOME where, upon completion, the Tampa Bay Rays will play its home games. In connection therewith and contemporaneously herewith (i) the CITY, the County, and StadCo are entering into that certain Development and Funding Agreement dated as of even date herewith (“**New Stadium Development Agreement**”) which provides, among other things, for the design, development and construction of the New Stadium on the portion of the DOME legally described and depicted on Exhibit A-2 attached hereto (“**New Stadium Parcel**”), and (ii) the CITY, the County, and StadCo are entering into that certain Stadium Operating Agreement dated as of even date herewith (“**New Stadium Operating Agreement**”) which provides, among other things, for StadCo to use, manage and operate the New Stadium and for the Tampa Bay Rays to play its home games in the New Stadium pursuant to the terms set forth in the New Stadium Operating Agreement and a non-relocation agreement.

Q. Contemporaneously herewith, the CITY and the County are entering into amendments to the Agreement for Sale and Lease, which amendments, *inter alia*, provide for removal of the New Stadium Parcel from the DOME and Severance of the Development Parcels, as further described herein.

R. Contemporaneously herewith, the CITY and Hines Historic Gas Plant District Partnership, a joint venture conducting business in the State of Florida (“**Developer**”) are entering into that certain HGP Redevelopment Agreement dated as of even date herewith (“**Redevelopment Agreement**”) which provides for the redevelopment of the DOME for residential, commercial and other purposes (“**Redevelopment**”).

S. Section 3.05 of the Current Use Agreement is being deleted pursuant to this Eleventh Amendment and the CLUB acknowledges and agrees that it is not entitled to any proceeds pursuant to Section 3.05 of the Current Use Agreement in connection with the Redevelopment Agreement, New Stadium Development Agreement, New Stadium Operating Agreement, or any agreements associated therewith.

T. The CITY and the CLUB desire to further amend the Current Use Agreement in connection with the New Stadium, New Stadium Parcel and the Redevelopment as more particularly provided in this Eleventh Amendment.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the CLUB, intending to be legally bound, hereby agree as follows:

1. Effective Date; Eleventh Amendment Recitals; New Stadium Parcel; Exhibit A.

(a) Effective Date. This Eleventh Amendment is effective on the Eleventh Amendment Effective Date.

(b) Recitals. The Recitals above are hereby incorporated into this Eleventh Amendment.

(c) Severance of New Stadium Parcel. The New Stadium Parcel is hereby severed and released from the Current Use Agreement.

(d) Modification of Exhibit A. Exhibit A to the Current Use Agreement is hereby deleted in its entirety and replaced with Exhibit A-1 and Exhibit A-2 attached to this Eleventh Amendment.

2. Current Use Agreement Recitals and Definitions. The Recitals and Article I of the Current Use Agreement are amended as follows:

(a) Recital A. Recital A of the Current Use Agreement is hereby deleted in its entirety, with no substitution therefor.

(b) Modification of Defined Terms. The definition of CLUB in Section 1.01(h), the definition of DOME in Section 1.01(k), the definition of Franchise in Section 1.01(m) and the definition of Term in Section 1.01(x) of the Current Use Agreement are amended to read as follows:

- (h) CLUB – Rays Baseball Club, LLC, a Florida limited liability company.
- (k) DOME - The Existing Stadium and the Site, as may be amended in accordance with this Agreement.
- (m) Franchise – The Major League Baseball Club currently known as the Tampa Bay Rays.
- (x) Term - The term of this Agreement shall commence on the date of execution and expire on the last to occur of (i) the end of the MLB Season occurring in the year 2027, or (ii) the Stadium Substantial Completion Date; provided, however, that if the Stadium Operating Agreement terminates prior to the Stadium Substantial Completion Date, this Agreement will automatically terminate at the end of the MLB Season following termination of the Stadium Operating Agreement.

(c) Addition of Defined Terms. The following terms are added as new definitions to the end of Section 1.01 of the Current Use Agreement:

(bb) Developer - Hines Historic Gas Plant District Partnership, a joint venture conducting business in the State of Florida.

(cc) Development Parcel(s) - A portion or portions of the Site subject to Severance in accordance with Section 2.10 of this Agreement.

(dd) Existing Stadium - The physical improvements, including multi-use dome, currently known as “*Tropicana Field*,” and all structures and improvements on the Site necessary for the use, management and operation thereof, including any and all parking, landscaping and infrastructure on the Site.

(ee) Infrastructure Work - The design, engineering, permitting, development, construction, excavation, remediation and abatement of the infrastructure, open space and park space, bridges, drainage channel improvements, roads, utilities, trails, bike paths, drainage works, traffic control including signalization, sidewalks, landscaping, hardscaping, streetlights, and other improvements and infrastructure relating to the Site or the Redevelopment (or both).

(ff) Major League Baseball Club – Any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

(gg) Major League Constitution - The Major League Constitution adopted by the Major League 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 Baseball Clubs.

(hh) New Stadium Development Agreement – The agreement between the CITY, Rays Stadium Company, LLC, and the County for the design, development and construction of a new domed stadium and stadium improvements on the New Stadium Parcel.

(ii) New Stadium Operating Agreement - The agreement between the CITY, Rays Stadium Company, LLC, and the County for the operation, management and use of the new stadium facility.

(jj) New Stadium Parcel -The land depicted and legally described on Exhibit A-2.

(kk) Redevelopment Agreement – The agreement between the CITY and Developer for redevelopment of the Site for residential, commercial and other purposes.

(ll) Severance – As defined in Section 2.10 of this Agreement.

(mm) Site - The land on which the Existing Stadium is located, as depicted and legally described on Exhibit A-1, which may be amended from time to time as a result of the occurrence a Severance of any of the Development Parcels.

(nn) Site Work - The performance by Developer and its agents, employees and contractors pursuant to the Redevelopment Agreement of (A) studies, inspections, pre-development work and site work for the Infrastructure Work, and (B) the development and construction of the Infrastructure Work.

(oo) Stadium Substantial Completion Date – As defined in the New Stadium Operating Agreement.

3. Current Use Agreement Article II. Article II of the Current Use Agreement is amended as follows:

(a) New Section 2.02(i). The following clause (i) is hereby added to Section 2.02 of the Current Use Agreement:

(i) Grant access to the Site for Site Work in accordance with the Redevelopment Agreement.

(b) New Sections 2.07, 2.08, 2.09 and 2.10. The following sections are added at the end of Article II of the Current Use Agreement as Section 2.07, Section 2.08, Section 2.09 and Section 2.10:

Section 2.07. Rights Related to Redevelopment Agreement. All terms and conditions of this Agreement that prohibit or limit the CITY from granting rights to any person or entity other than the CLUB to manage or use the DOME (including Section 2.01 of this Agreement) are waived by the CLUB with respect to the rights granted by the CITY pursuant to the Redevelopment Agreement.

Section 2.08. Limitation of CLUB's Obligations During Site Work. At any time when Site Work is being conducted on the Site or any portion thereof, any of the CLUB's obligations for repair, replacement and maintenance under this Agreement will be temporarily suspended for that portion of the Site where, and for such portion of the Term when, Site Work is occurring. To the extent any Site Work is completed or is suspended, such obligations of the CLUB will be reinstated after such completion or suspension of such Site Work for the balance of the Term or until a Severance of that portion of the Site occurs (if at all).

Section 2.09. Waiver and Release. Neither the CITY nor the County will be liable to the CLUB or its parents, subsidiaries, affiliates, successors, assigns, agents, contractors, licensees, invitees or tenants (the "**CLUB Parties**") for any loss, liability, claim, damage, cost or expense, including costs of investigation and defense and reasonable attorneys' fees, whether the action is for money damages, or for equitable or declaratory relief, resulting directly or indirectly from or arising out of or in connection with the loss or impairment of the use of the Site or the Existing Stadium (collectively, the "**Released Claims**"). The CLUB hereby releases the Indemnified Persons (defined below) from and waives all claims against them resulting directly or indirectly from or arising out of or in connection with the Released Claims. The CLUB agrees to indemnify, defend, pay on behalf of, and hold harmless the CITY, the County, and their officers, elected and appointed officials, employees and agents (individually and collectively, the "**Indemnified Persons**") from and against all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and other costs of investigation and defense) of any sort resulting directly or indirectly from or arising out of or in connection with any of the Released Claims. All waivers, releases, indemnification, hold harmless, payment and defense covenants and responsibilities made and undertaken by the CLUB under this Agreement shall survive the expiration or earlier termination of this Agreement, and are in addition to those contained in

the New Stadium Development Agreement, the New Stadium Operating Agreement, and the Redevelopment Agreement.

Section 2.10. Future Severance of Property from the Site for Redevelopment.

(a) Redevelopment Agreement. The CITY and the CLUB acknowledge and agree that (i) the Redevelopment Agreement provides the rights and responsibilities of the CITY and Developer to effect a severance and release of a Development Parcel from the Site and this Agreement, and (ii) severance of a Development Parcel in compliance with the Redevelopment Agreement is deemed to be to a severance and release of such Development Parcel from this Agreement (each being referred to as a “**Severance**”).

(b) Termination of this Agreement for Development Parcel(s). Effective as of any Severance, (i) the applicable Development Parcel shall no longer be a portion of the Site and Exhibit A-1 is automatically deemed to be amended to release and delete the depiction and legal description of such Development Parcel, and (ii) the CITY’s and the CLUB’s rights, duties and obligations related to such Development Parcel under this Agreement thereafter occurring or accruing will cease and be of no further force or effect. The CITY, at its option, may provide the CLUB notice from time to time memorializing any such Severance and release under this Agreement, but has no obligation to do so and failure to do so shall not affect any such Severance and release.

4. Current Use Agreement Article III. Article III of the Current Use Agreement is amended as follows:

(a) Right of Entry. Section 3.01 of the Current Use Agreement is hereby deleted in its entirety and replaced with the following:

Section 3.01. Right of Entry. The CITY shall have the right to enter into and upon any and all parts of the DOME for the purpose of examining the same with respect to the obligations of the parties to this Agreement upon 24 hours’ prior written notice to the CLUB (or without prior notice in the event of a situation determined by the CITY to potentially threaten health or safety). In addition, the CITY, its employees, representatives, consultants and contractors shall have the right to enter into and upon any and all parts of the DOME other than the stadium without prior notice for purposes associated with the New Stadium Development Agreement and the Redevelopment Agreement.

(b) Air Rights. Section 3.05 of the Current Use Agreement is hereby deleted in its entirety, with no substitution therefor.

5. Current Use Agreement Article VI. Article VI of the Current Use Agreement is amended as follows:

(a) Section 6.01(c) of the Current Use Agreement is hereby deleted in its entirety, with no substitution therefor.

6. Current Use Agreement Article XI. Article XI of the Current Use Agreement is amended as follows:

(a) Exclusive Dealings. The following sentence is added to the end of Section 11.01 of the Current Use Agreement:

Notwithstanding the foregoing, this Section 11.01 will not apply to the CITY's and the CLUB's performance of their respective rights and obligations under the New Stadium Development Agreement, the New Stadium Operating Agreement, and the Redevelopment Agreement.

7. Representations. The CLUB hereby represents and warrants to the CITY that (a) the CLUB has full power and authority to execute and perform this Eleventh Amendment and has taken all action necessary to authorize the execution and performance of this Eleventh Amendment and (b) the individual executing this Eleventh Amendment has the authority to execute this Eleventh Amendment on behalf of the CLUB. The CITY hereby represents and warrants to the CLUB that (i) the CITY has full power and authority to execute and perform this Eleventh Amendment and has taken all action necessary to authorize the execution and performance of this Eleventh Amendment and (ii) the individuals executing this Eleventh Amendment have the authority to execute this Eleventh Amendment on behalf of the CITY.

8. Terms of the Current Use Agreement. The terms, conditions and provisions of the Current Use Agreement remain in full force and effect except and to the extent expressly amended by this Eleventh Amendment.

9. Miscellaneous. This Eleventh Amendment (a) is binding upon and inures to the benefit of the Parties and their respective successors and assigns (subject to the restrictions on assignment set forth in the Current Use Agreement) and (b) is governed by and construed in accordance with the laws of the State of Florida. This Eleventh Amendment may be executed in separate and multiple counterparts, each of which is deemed to be an original, but all of which taken together constitute one and the same instrument. Additionally, each Party is authorized to sign this Eleventh Amendment electronically using any method authorized by applicable laws.

[Signature page follows]

IN WITNESS WHEREOF, the CITY has executed this Eleventh Amendment as of the Eleventh Amendment Effective Date.

CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation

By: _____

Name: _____

Title: _____

Attest:

Approved as to Content and Form:

City Clerk

City Attorney (Designee) 00753253

IN WITNESS WHEREOF, the CLUB has executed this Eleventh Amendment as of the Eleventh Amendment Effective Date.

RAYS BASEBALL CLUB, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A-1

DEPICTION AND LEGAL DESCRIPTION OF SITE



- Green = Site
- Blue = Stadium Land
- Red = Marquee Land
- Yellow = Parking Garage Land (Parcel 1 and Parcel 2)

LEGAL DESCRIPTION OF THE SITE:

Parcel A (4.106 Acres): Lot 1, Block 1, Suncoast Stadium Replat, as recorded in Plat Book 96, Pages 53 and 54, Public Records of Pinellas County, Florida

Parcel B (57.729 Acres): Lot 1, Block 2, Suncoast Stadium Replat, as recorded in Plat Book 96, Pages 53 and 54, Public Records of Pinellas County, Florida LESS that portion of 4th Avenue South lying within said Suncoast Stadium Replat and designated as "Ingress/Egress Easement"

Parcel C (2.291 Acres): Lot 1, Block 1, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida

Parcel D (0.618 Acres): Lot 1, Block 2, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida.

Parcel E (10.964 Acres): Lot 1, Block 3, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida.

Parcel F (0.473 Acres): Lot 1, Block 4, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida.

THE ENTIRE ABOVE DESCRIPTION, LESS AND EXCEPT THE FOLLOWING PARCELS:

Stadium Land

LEGAL DESCRIPTION:

THAT PART OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'22"E, ALONG THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, A DISTANCE OF 330.34 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, S00°04'22"E, FOR A DISTANCE OF 731.33 FEET; THENCE S89°55'38"W, A DISTANCE OF 467.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHWESTERLY, ALONG THE ARC OF A CURVE, AN ARC LENGTH OF 88.09 FEET, SAID ARC HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 53°07'48" AND A CHORD BEARING OF N63°24'37"W, AND A CHORD LENGTH OF 84.97'; THENCE N89°58'31"W, A DISTANCE OF 189.24 FEET; THENCE N00°04'22"W, A DISTANCE OF 374.04 FEET; THENCE N29°22'15"W, A DISTANCE OF 399.24 FEET; THENCE N89°55'38"E, A DISTANCE OF 195.97 FEET; THENCE S00°04'22"E, A DISTANCE OF 29.34 FEET; THENCE N89°55'38"E, A DISTANCE OF 731.57 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 12.861 ACRES, MORE OR LESS.

Parking Garage Land Parcel 1

LEGAL DESCRIPTION

THAT PART OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'22"E, ALONG THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, A DISTANCE OF 1146.64 FEET; THENCE N89°53'55"E, A DISTANCE OF 124.68 FEET, FOR A POINT OF BEGINNING;

THENCE S00°00'00"E, A DISTANCE OF 210.60 FEET; THENCE S89°54'40"W, A DISTANCE OF 250.00 FEET; THENCE N00°00'00"E, A DISTANCE OF 210.54 FEET; THENCE N89°53'55"E, A DISTANCE OF 250.00 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 1.209 ACRES, MORE OR LESS.

Parking Garage Land Parcel 2

LEGAL DESCRIPTION:

LOT 1, BLOCK 1, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'08"W, ALONG THE EAST LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 250.00 FEET; THENCE S89°56'47"W, A DISTANCE OF 399.19 FEET; THENCE N00°06'25"E, A DISTANCE OF 250.00 FEET; THENCE N89°56'47"E, A DISTANCE OF 399.03 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 2.291 ACRES, MORE OR LESS.

Marquee Land

LEGAL DESCRIPTION:

THAT PORTION OF LOT 1, BLOCK 3, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF LOT 1, BLOCK 3, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S00°05'25"W, ALONG THE WEST LINE OF SAID LOT 1, BLOCK 3, A DISTANCE OF 145.04 FEET; THENCE S89°54'35"E, A DISTANCE OF 8.03 FEET, FOR A POINT OF BEGINNING; THENCE N77°41'45"E, A DISTANCE OF 73.77 FEET; THENCE S08°11'07"E, A DISTANCE OF 30.33 FEET; THENCE S87°58'40"W, A DISTANCE OF 73.43 FEET; THENCE N10°05'30"W, A DISTANCE OF 17.16 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 1740 SQUARE FEET, MORE OR LESS.

EXHIBIT A-2

DEPICTION AND LEGAL DESCRIPTION OF NEW STADIUM PARCEL



- Blue = Stadium Land
- Red = Marquee Land
- Yellow = Parking Garage Land (Parcel 1 and Parcel 2)

LEGAL DESCRIPTION:

Stadium Land

LEGAL DESCRIPTION:

THAT PART OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'22"E, ALONG THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, A DISTANCE OF 330.34 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-

WAY LINE, S00°04'22"E, FOR A DISTANCE OF 731.33 FEET; THENCE S89°55'38"W, A DISTANCE OF 467.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHWESTERLY, ALONG THE ARC OF A CURVE, AN ARC LENGTH OF 88.09 FEET, SAID ARC HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 53°07'48" AND A CHORD BEARING OF N63°24'37"W, AND A CHORD LENGTH OF 84.97'; THENCE N89°58'31"W, A DISTANCE OF 189.24 FEET; THENCE N00°04'22"W, A DISTANCE OF 374.04 FEET; THENCE N29°22'15"W, A DISTANCE OF 399.24 FEET; THENCE N89°55'38"E, A DISTANCE OF 195.97 FEET; THENCE S00°04'22"E, A DISTANCE OF 29.34 FEET; THENCE N89°55'38"E, A DISTANCE OF 731.57 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 12.861 ACRES, MORE OR LESS.

Parking Garage Land Parcel 1

LEGAL DESCRIPTION

THAT PART OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'22"E, ALONG THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, A DISTANCE OF 1146.64 FEET; THENCE N89°53'55"E, A DISTANCE OF 124.68 FEET, FOR A POINT OF BEGINNING; THENCE S00°00'00"E, A DISTANCE OF 210.60 FEET; THENCE S89°54'40"W, A DISTANCE OF 250.00 FEET; THENCE N00°00'00"E, A DISTANCE OF 210.54 FEET; THENCE N89°53'55"E, A DISTANCE OF 250.00 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 1.209 ACRES, MORE OR LESS.

Parking Garage Land Parcel 2

LEGAL DESCRIPTION:

LOT 1, BLOCK 1, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'08"W, ALONG THE EAST LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 250.00 FEET; THENCE S89°56'47"W, A DISTANCE OF 399.19 FEET; THENCE N00°06'25"E, A DISTANCE OF 250.00 FEET; THENCE N89°56'47"E, A DISTANCE OF 399.03 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 2.291 ACRES, MORE OR LESS.

Marquee Land

LEGAL DESCRIPTION:

THAT PORTION OF LOT 1, BLOCK 3, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF LOT 1, BLOCK 3, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S00°05'25"W, ALONG THE WEST LINE OF SAID LOT 1, BLOCK 3, A DISTANCE OF 145.04 FEET; THENCE S89°54'35"E, A DISTANCE OF 8.03 FEET, FOR A POINT OF BEGINNING; THENCE N77°41'45"E, A DISTANCE OF 73.77 FEET; THENCE S08°11'07"E, A DISTANCE OF 30.33 FEET; THENCE S87°58'40"W, A DISTANCE OF 73.43 FEET; THENCE N10°05'30"W, A DISTANCE OF 17.16 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 1740 SQUARE FEET, MORE OR LESS.