

CAPITAL PROJECT FUNDING AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made and entered into as of the 24 day of April, 2018 (“**Effective Date**”), by and among Pinellas County, a political subdivision of the State of Florida (“**County**”), the City of Dunedin, a Florida municipal corporation (the “**City**”) and Rogers Blue Jays Baseball Partnership, an Ontario, Canada general partnership (the “**Club**”) (each of the foregoing, a “**Party**”, and, collectively, the “**Parties**”).

WHEREAS, in accordance with Section 118-32 Pinellas County Code and Florida Statutes § 125.0104, the County is authorized to utilize tourist development tax revenues to fund capital improvements and projects described under said Florida Statutes (“**TDT Capital Projects**”); and

WHEREAS, Tourist Development Tax funds dedicated to capital projects pursuant to the Tourist Development Plan which have not yet been committed or expended shall accumulate in a reserve account until such time as committed; and

WHEREAS, in order to equitably and consistently evaluate TDT Capital Project funding requests, the County adopted Capital Project Funding Guidelines, which established both the requisite criteria, documents, studies and related financial information to be submitted by a capital funding applicant, as well as the TDT Capital Project funding application and review process; and

WHEREAS, on December 19, 2016, the City submitted an application in accordance with the Capital Project Funding Guidelines, seeking County funding for the Capital Project (as defined below); and

WHEREAS, as part of the review and evaluation process, the County hired a consultant to review TDT Capital Project funding applications and to provide a report of same to both the County and the County's Tourist Development Council for their consideration when evaluating TDT Capital Project funding applications; and

WHEREAS, after due consideration of the TDT Capital Project funding applications, the Consultant's report and the recommendations of its Tourist Development Council, the County has approved the funding of certain TDT Capital Projects determined to best promote tourism in the County; and

WHEREAS, the Board of County Commissioners on April 25, 2017 unanimously voted to support the approval of funding for the Capital Project (as defined below) in an amount up to Forty Six Million Five Hundred Thousand Dollars (USD \$46,500,000.00), subject to negotiating a final funding agreement with agreed upon terms and conditions; and

WHEREAS, at a September 19, 2017 workshop, the Board of County Commissioners received an update regarding the Capital Project and the progress of negotiations on the terms and conditions of a conceptual funding agreement for the Capital Project; and

WHEREAS, on November 2, 2017 the City approved and executed a new License Agreement with the Club to maintain its spring training home at the Spring Training Facility

(as defined below) for a period of twenty-five (25) years following the renovations, expansions and improvements to the Spring Training Facility in accordance with the Capital Project; and

WHEREAS, the Board of County Commissioners on December 12, 2017 unanimously voted to adopt Resolution 17-92 affirming support of the Capital Project pursuant to Section 125.0104, Florida Statutes in an amount not to exceed Forty One Million Seven Hundred Thousand Dollars (USD \$41,700,000.00), subject to negotiating a final funding agreement with agreed upon terms and conditions; and

WHEREAS, the Spring Training Facility is a "professional sports franchise facility" and a "retained spring training franchise facility" within the meaning of Section 125.0104(3)(l)(1) and Section 125.0104(3)(n)(1)(b), Florida Statutes, and Section 118-32(a)(1)(e) of the Pinellas County Code; and

WHEREAS, the Capital Project complies with and will further the purposes of the County's Tourist Development Plan (as defined below), in that it will promote tourism to the City and the County and thereby be of substantial benefit to the economy of the County; and

WHEREAS, the County, through its Board of County Commissioners agrees to provide to the City, for the benefit of all of the Parties, with funding not to exceed Forty One Million Seven Hundred Thousand Dollars and Zero Cents (USD \$41,700,000.00) for use in executing the Capital Project, subject to and payable in accordance with the terms and conditions of this Agreement; and

WHEREAS, this Agreement sets forth the rights and obligations of the Parties related to the County-provided funding of the Capital Project and related matters.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and are adopted as an integral part of this Agreement.

2. **DEFINITIONS.** In addition to other capitalized terms or phrases that may be defined elsewhere in this Agreement, the following capitalized terms shall have the meaning set forth as follows:

A. **"Actual Final Capital Project Cost"** has the meaning set out in subsection 5.F of this Agreement.

B. **"Agreement Term"** has the meaning set out in Section 3 of this Agreement.

C. **"Anticipated Capital Project Budget"** means the amount of Eighty One Million Forty-Four Thousand One Hundred Ninety-One Dollars and No Cents (USD \$ 81,044,191.00).

D. **“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.

E. **“Capital Project”** means the design, renovations, expansions and improvements to the Spring Training Facility more particularly described in Exhibit “A” attached hereto and incorporated by reference, as same may be updated or modified from time to time in accordance with the Development Agreement.

F. **“City Event of Default”** has the meaning set out in subsection 9.A of this Agreement.

G. **“Club Event of Default”** has the meaning set out in subsection 9.B of this Agreement.

H. **“Commissioner”** 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.

I. **“County Event of Default”** has the meaning set out in subsection 9.C of this Agreement.

J. **“County Funding Amount”** has the meaning set out in subsection 5.A of this Agreement.

K. **“County Pro-Rata Share”** means 51.45%, which percentage is calculated by dividing the County Funding Amount (i.e. \$41,700,000) by the Anticipated Capital Project Budget (i.e. \$81,044,191).

L. **“Development Agreement”** means that certain New Facilities Development Agreement, between the City and the Club, 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 the Capital Project.

M. **“Event of Bankruptcy”** shall have the meaning described in paragraph 9.A(ii) of this Agreement.

N. **“Executive Council”** means the Major League Executive Council that is governed by Article III of the Major League Constitution, and any successor body thereto.

O. **“Existing License Agreement”** shall mean that certain license agreement between the City and the Club effectively dated December 15, 2000, as amended on January 10, 2002 and again on April 20, 2017, and/or certain terms and conditions agreed upon between the City and the Club whereby the Club was granted rights to use the Spring Training Facilities up to the effective date of the License Agreement.

P. "**License Agreement**" means that certain license agreement between the City and the Club, dated as of November 2, 2017 and having a term of twenty-five (25) years, that will become effective and govern the Club's use of the Spring Training Facilities following the conclusion of the Capital Project, as same may be amended or superseded.

Q. "**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, the Executive Council and the Ownership Committee, and/or (b) the Major League Clubs acting collectively.

R. "**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.

S. "**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;

T. "**Major League Team**" means the *Toronto Blue Jays*® Major League Baseball team, which team is owned by the Club.

U. "**MLB Approval**" means, with respect to the Major League Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such person(s) or entity/ies pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such person(s) or entity/ies).

V. "**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.

W. "**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).

X. "**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, the BOC or any other MLB Entity as in effect from time to time.

Y. "**Ownership Committee**" means the Ownership Committee of Major League Baseball, and any successor body thereto.

Z. "**Project Completion Date**" means the later of (i) the date upon which the Capital Project is completed and operable, and (ii) the date upon which all of the Milestone Events (as defined in the License Agreement) have occurred.

AA. "**Project Savings**" has the meaning set out in paragraph 5.F(i) of this Agreement.

BB. "**Repayment Amount**" shall have the meaning described in Exhibit "E" attached to this Agreement and incorporated herein.

CC. "**Spring Training Facility**" means (a) the baseball stadium, dedicated parking facilities and other appurtenances and improvements located at or near the municipal address of 373 Douglas Avenue, Dunedin as of the Effective Date, (b) the building containing offices, clubhouses and training facilities, the professional baseball practice fields, dedicated parking facilities and other appurtenances and improvements related to spring training located at or near the municipal address of 1700 Solon Avenue as of the Effective Date, and (c) the lands more particularly described on Exhibit "B" attached and incorporated herein.

DD. "**Tourist Development Plan**" means the County's tourist development plan in effect as of the Effective Date, as codified in Section 118-32 of the Tourist Development Tax Code.

EE. "**Tourist Development Tax Code**" means Article II (comprised of Sections 118-31 through 118-42) of the Pinellas County Code of Ordinances, devised and enacted in accordance with Section 125.0104(4), Florida Statutes, as same exists on the Effective Date.

FF. "**Tourist Promotion Marketing Benefits**" means those tourism promotion and/or marketing benefits described in Exhibit "D" attached hereto and incorporated herein by reference.

GG. "**Tourist Tax Revenues**" means any legally available tourist tax revenues levied and collected by the County pursuant to Section 125.0104, Florida Statutes.

3. **TERM.** The term of this Agreement (the “**Agreement Term**”) shall commence on the Effective Date and continue in full force and effect through the Initial Term of the License Agreement (as defined therein) unless otherwise terminated as provided herein, extended by mutual written agreement of the Parties, or intended to survive termination of this agreement in accordance with each clause so stating.

4. **CONDITIONS PRECEDENT TO DISBURSEMENT OF CAPITAL PROJECT FUNDING BY THE COUNTY.** The disbursement of any portion of the County Funding Amount for the Capital Project herein is subject to the following conditions precedent:

A. City continues to own and license the Spring Training Facility to Club for its spring training operations.

B. Club continues to operate and conduct spring training operations at the Spring Training Facility.

C. All other funds and funding amounts set forth in Exhibit “C” attached hereto and incorporated by reference, are applied for, approved and/or secured, as applicable, through the identified sources (i.e. the State of Florida, the City and the Club) or a suitable alternative source. In the event that a particular funding amount or portion thereof is denied or confirmed to be unavailable and no substitute source is identified, the County must be promptly notified in writing and (i) the City and the Club shall identify an alternate funding source; and/or (ii) the City and the Club shall reduce the scope of the Capital Project and the County’s funding obligation hereunder shall be reduced pro-rata based on the proportion of the Anticipated Capital Project Budget represented by the County Funding Amount.

D. The Existing License Agreement and License Agreement are in full force and effect and have not been amended in any respect that would adversely impact the County's interests in a material way (as set out in this Agreement) without the County's prior written consent.

5. **COUNTY’S RESPONSIBILITIES.**

A. The County agrees to provide the City with funding in an amount not to exceed Forty-One Million Seven Hundred Thousand Dollars and No Cents (USD \$41,700,000.00) (the “**County Funding Amount**”), which amount will be funded from legally available Tourist Tax Revenues and from no other revenue source of the County subject to the adjustments as provided below (should any such adjustments apply). Such funds paid by the County shall only be used by the City for funding Capital Project costs authorized to be funded with Tourist Tax Revenues per Section 125.0104, Florida Statutes, which authorized Capital Project costs are more particularly identified in Exhibit “A” attached hereto, and incorporated by reference.

B. Upon receiving payment documentation as set forth in subsection 5.D below, the County agrees to disburse to the City an amount equal to the County Pro-Rata Share of each requisition for payment so long as the aggregate of all such payments does not exceed the County Funding Amount.

C. The County, in its sole discretion, reserves the right to issue its own debt obligations to fund all or a portion of the County Funding Amount hereunder. The County Administrator (County Budget Officer) shall provide for the County Commission's budgeting and appropriation approval, and recommend, for each County fiscal year such amounts as are available from Tourist Tax Revenues legally permissible to be spent on the Capital Project to meet the annual amounts reflected herein. \$1,300,000.00 in the County's Fiscal Year ("FY") beginning October 1, 2017 through September 30, 2018 (FY18), \$14,800,000.00 in FY 19, and \$25,600,000.00 in FY 20 to be available to meet the reimbursement requirements set forth in subsection 5.D below. In the event that additional Tourist Tax Revenues legally permissible for use for the Capital Project funds are available in excess of these amounts in any FY, the County may, in its sole discretion, budget and appropriate amounts for the Capital Project in excess of these contractually agreed amounts. This agreement to propose each fiscal year budget amounts of Tourist Tax Revenues shall be cumulative and shall continue until such Tourist Tax Revenues sufficiently fund the County Funding Amount and such amounts shall be reflected in the County Capital Improvement Plan documenting allocations to capital projects for FY19-FY24.

D. The County Funding Amount will be made available on a reimbursement basis and in accordance with the provisions of Section 5 herein. All requests by the City for payments of the County Funding Amount will begin with receipt of a written payment request from the City directed to the County's Director of Real Estate Management, 509 East Ave. Clearwater, FL 33756. The County shall provide the City with a form of payment request, which shall identify the documentation required to be submitted. As of the date hereof, it is anticipated that required documentation will include the following: (i) invoices or applications for payment which include a detailed list of the work completed for which the City is seeking payment; (ii) a letter from the City certifying that the work for which payment is sought has been completed; and (iii) written documentation received from contractor, materialmen, subcontractors or other parties, as applicable, verifying payment by City for the work for which payment is being sought. The payment requests shall be no more frequent than monthly. The County, including but not limited to the County's Director of Real Estate Management, shall act reasonably and in good faith in receiving and reviewing payment requests submitted by the City hereunder and in promptly issuing payments of the County Funding Amount pursuant to payment requests meeting the requirements of this Agreement.

E. County's contributions of Tourist Tax Revenues towards this Capital Project shall in no event exceed the County Funding Amount and any and all excess costs are the sole responsibility of the City and/or the Club, as determined pursuant to the License Agreement, the Development Agreement and any other agreements between them.

F. In the event that the actual final project funding is as set out in Exhibit "C" to this Agreement and the aggregate final cost of the Capital Project (the "**Actual Final Capital Project Cost**"), which Actual Final Capital Project Cost will be determined by the City within a reasonable period following the Project Completion Date, is less than the Anticipated Capital Project Budget:

- (i) the County shall be entitled to a refund from the City equal to seventy five percent (75%) of the amount by which the Anticipated Capital Project Budget exceeds the Actual Final Capital Project Amount (the "**Project Savings**"), and

(ii) the Club shall be entitled to a refund from the City equal to twenty five percent (25%) of the Project Savings.

By way of illustration, in the event that the Project Savings are equal to three million dollars (\$3,000,000), the City shall pay two million two hundred and fifty thousand dollars (\$2,250,000) to the County and seven hundred and fifty thousand dollars (\$750,000) to the Club.

G. In addition to the termination rights described in Section 9 and Section 23 of this Agreement, the County's obligations under this Agreement shall cease and the Agreement shall terminate with no further obligation on the part of the County for any payments or obligations hereunder in the event that, prior to the disbursement of the full County Funding Amount, the State of Florida, repeals the authority for the use of Tourist Tax Revenues described herein, such authority expires as a matter of law, or such authority is amended in such a manner as to prohibit its use as contemplated herein.

6. **CITY'S RESPONSIBILITIES.** During the Term of this Agreement, the City shall:

A. Manage, supervise, oversee, pay all costs and expenses related to, and be solely responsible for completing the Capital Project including, but not limited to securing all permits and approvals required for the Capital Project, and contracting and/or subcontracting with all third parties necessary to complete the Capital Project;

B. Utilize all commercially reasonable efforts to complete the Capital Project by September 30, 2021;

C. Make reasonable efforts to complete the Capital Project for a cost that is equal to or below the Anticipated Capital Project Budget. Notwithstanding the foregoing, the City and the Club retain the discretion to decide to increase the actual budget for the Capital Project to an amount in excess of the Anticipated Capital Project Budget, provided that if they do so, the County shall have no responsibility for such additional costs and expenses, including any cost overruns;

D. Notify the County of any Capital Project cost savings or changes in scope of work that reduce the Actual Final Capital Project Cost below the Anticipated Capital Project Budget, which in turn shall reduce the County's funding contribution in the manner provided for above.

E. Continue to own the Spring Training Facility, as renovated, improved and/or expanded as a result of the Capital Project, and to make it available to the Club for its continued use for the Club's Spring Training and related operations. In the event the City fails to meet the foregoing obligations, the City shall be responsible to pay the County the Repayment Amount. This subsection will survive the expiry or early termination of this Agreement;

F. Operate, maintain, repair, and replace the Spring Training Facility in accordance with the requirements of the Existing License Agreement or License Agreement, as applicable;

G. Utilize funds provided by the County hereunder only for those Capital Project costs authorized to be funded with Tourist Tax Revenues per Section 125.0104, Florida Statutes, which authorized Capital Project costs are more particularly identified in Exhibit "A" to this Agreement. In the event that the City expends any of the funds provided by the County hereunder contrary to the statutorily-authorized uses, the City shall reimburse the County for such unauthorized expenditures. This subsection will survive the expiry or early termination of this Agreement;

H. Indemnify the County in accordance with subsection 11.A of this Agreement;

I. Secure property insurance on the Spring Training Facility, during the construction phase of the Capital Project as well as upon completion of same, on a replacement cost basis, with limits of at least ninety percent (90%) of the replacement cost value to cover perils including, but not limited to, fire, explosion, windstorm and flood. The County shall be listed as a loss payee as the County's interest may appear. In the event of an insurable loss to the Capital Project for which the City uses insurance funds to rebuild the Capital Project, the County shall surrender any insurance proceeds and/or loss payee rights to the City. Should the City not rebuild the Capital Project, the County shall be afforded the benefits of the insurance proceeds as the County's interests may appear, but in no event less than the Repayment Amount. A certificate of evidence of property insurance shall be sent to Pinellas County Risk Management Department, 400 S. Ft. Harrison Ave., Clearwater, FL 33756 prior to disbursement of funds hereunder and annually thereafter. This subsection will survive the expiry or early termination of this Agreement; and

J. In the event the Capital Project herein is not completed or in the event of a Permissible Relocation Event (as defined in the License Agreement) occurring subsequent to the completion of the Capital Project the City shall be responsible to pay the County the Repayment Amount. This subsection will survive the expiry or early termination of this Agreement.

7. **CLUB'S RESPONSIBILITIES.** During the Agreement Term, the Club shall:

A. Make the Spring Training Facility, as renovated, improved and/or expanded pursuant to the Capital Project, its spring training facility, subject to and in accordance with the terms and conditions set forth in the License Agreement;

B. Provide the County the Tourist Promotion Marketing Benefits set forth in Exhibit "D" attached hereto and incorporated by reference. For certainty and notwithstanding anything else in this Agreement, the Club's obligation to provide Tourist Promotion Marketing Benefits shall not commence until the Project Completion Date and the Club's obligations shall not, under any circumstances continue for a period longer than twenty five (25) years, unless otherwise agreed in writing by the Club;

C. In the event of an Impermissible Relocation Event (as defined in the License Agreement) occurring subsequent to the completion of the Capital Project, the Club shall be responsible to pay the County the Repayment Amount, less, if and as may be applicable, any amounts available to the County pursuant to any City or County insurance. The City hereby agrees that the Club's reimbursement obligation contained in this subsection 7.C shall supersede and replace any Club obligation regarding County reimbursement as may

be contained in the License Agreement or any other agreement between the City and the Club. This subsection will survive the expiry or early termination of this Agreement; and

D. Indemnify the County in accordance with subsection 11.B of this Agreement.

8. **RIGHT TO AUDIT.**

A. All of the City's records and joint City / Club records related to the construction of the Capital Project shall be open to inspection and subject to reproduction by the County during normal working hours to the extent necessary to permit adequate evaluation and verification of any invoices for payment or claims submitted by the City pursuant to this Agreement. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files, original estimates, estimating worksheets, correspondence, change order files (including the documentation of negotiated settlements), any supporting evidence necessary to substantiate charges related to this Agreement, and any records necessary to evaluate and verify costs as they may apply to costs associated with this Agreement.

B. For the purpose of such audits, inspections, examinations and evaluations the County shall have access to the said records from the effective date of this Agreement, for the duration of the construction of the Capital Project, and until thirty-six (36) months after the date of final payment by the County to the City for performance under this Agreement. The City and the Club hereby agree to maintain said records in safe, secure and dry storage until the end of this time period.

C. The County shall have access to all City records and any joint City / Club records related to the Capital Project in order to conduct audits in compliance with this paragraph. In the event that the County deems it necessary to tour the Spring Training Facility in connection with any audit(s), the County shall provide reasonable advance notice to the City and the Club and the City and Club shall make the Spring Training Facility reasonably accessible to the County for said purposes.

9. **DEFAULTS AND REMEDIES.**

A. *City Events of Default.* Each of the following shall constitute an event of default on the part of the City hereunder (each, a "**City Event of Default**"):

(i) A material breach by the City of any term, covenant or obligation under this Agreement, including the incorporated Exhibits hereto, the Existing License Agreement, the License Agreement or the Development Agreement, and the continuance of such breach for a period of forty five (45) calendar days after receipt of written notice thereof from the County, except for a breach of those provisions described in paragraph (iii) or (iv) below, which will entitle the County to immediately exercise the available remedies. The Club agrees to notify the County of any material breach by the City of the License Agreement or Development Agreement of which it is aware and in respect of which it intends to pursue remedies under said agreements,

(ii) The City's dissolution or liquidation or voluntary filing of or consent to a petition under any bankruptcy, insolvency, or reorganization law, failure to secure

the dismissal of an involuntary bankruptcy petition within sixty (60) calendar days of filing, or a determination by a court of competent jurisdiction that is insolvent and unable to pay its debts when due (an “**Event of Bankruptcy**”),

(iii) The City’s submission of a payment request containing an intentional material misrepresentation,

(iv) The occurrence of a Permissible Relocation Event as defined in the License Agreement,

(v) City fails to comply with its obligations to pay taxes and/or assessments on the Spring Training Facility when due and owing as set forth in the License Agreement,

(vi) Failure by City to maintain insurance and include the County as an additional insured and/or loss payee as may be required herein, and

(vii) The License Agreement is terminated and not replaced by a substantially similar arrangement or is amended in a manner that materially adversely impacts the County, its obligations or rights hereunder or the use of the Tourist Tax Revenues.

Upon or at any time after the occurrence of an City Event of Default set forth in subsection A of this section which has not been cured if authorized herein, the County may withhold any or all of the unpaid portion of County Funding Amount until the default is cured, and/or subject to the following, terminate this Agreement by giving a minimum of thirty (30) calendar days' advance written notice to City and Club. The County agrees that it shall, prior to exercising its termination right hereunder, engage in reasonable, good faith discussions with the City and the Club in order to ascertain whether there remains an opportunity to cure the City Event of Default or to otherwise address such City Event of Default in a manner that permits the continuation of the Capital Project and of this Agreement in accordance with its terms. Additionally the County may exercise any right, power, or remedy as provided in law or equity pursuant to Florida law.

Upon any termination of this Agreement by the County pursuant to the preceding paragraph, if the County has in fact paid any funds for the Capital Project, the City shall be responsible to pay the County the Repayment Amount.

B. Club Events of Default. Each of the following shall constitute an event of default on the part of the Club hereunder (each, a “**Club Event of Default**”):

(i) A material breach by the Club of any term, covenant or obligation under this Agreement, including the incorporated Exhibits hereto, and the continuance of such breach for a period of forty five (45) calendar days after receipt of written notice thereof from the County, except for a breach of that provisions described in paragraph (iii) below, which will entitle the County to immediately exercise the available remedies. The City agrees to notify the County of any material

breach of the License Agreement or Development Agreement of which it is aware and in respect of which it intends to pursue remedies under said agreements,

(ii) The occurrence of an Event of Bankruptcy in respect of the Club, provided that where an Event of Bankruptcy in respect of the Club is likely to result in the sale or transfer of the Club's ownership of the Major League Team to Major League Baseball or to a third party approved by Major League Baseball and such purchaser / transferee will be bound to the obligations under this Agreement, the License Agreement and /or the Development Agreement, as applicable, then such Event of Bankruptcy shall not constitute a Club Event of Default hereunder, and

(iii) The occurrence of an Impermissible Relocation Event as defined in the License Agreement;

Upon or at any time after the occurrence of a Club Event of Default which has not been cured if authorized herein, the County may withhold any or all of the unpaid portion of County Funding Amount until the default is cured, and/or subject to the following, terminate this Agreement by giving a minimum of thirty (30) calendar days' advance written notice to City and Club. The County agrees that it shall, prior to exercising its termination right hereunder, engage in reasonable, good faith discussions with the City and the Club in order to ascertain whether there remains an opportunity to cure the Club Event of Default or to otherwise address such Club Event of Default in a manner that permits the continuation of the Capital Project and of this Agreement in accordance with its terms. Additionally the County may exercise any right, power, or remedy as provided in law or equity pursuant to Florida law.

Upon any termination of this Agreement by the County pursuant to the preceding paragraph, if the County has in fact paid any funds for the Capital Project, the Club shall be responsible to pay the County the Repayment Amount, less any amounts available to the County pursuant to any City or County insurance as may be received and paid to County. The City hereby agrees that the Club's reimbursement obligation contained in this subsection 9.B shall supersede and replace any Club obligation regarding County reimbursement as may be contained in the License Agreement or any other agreement between the City and the Club.

C. *County Events of Default.* Each of the following shall constitute an event of default on the part of the County hereunder (each, a "**County Event of Default**"):

(i) A material breach by County of any term, covenant or obligation under this Agreement and the continuance of such breach for a period of forty five (45) calendar days after receipt of written notice thereof from the City or the Club, except for a breach of that provision described in paragraph (iii) below, which will entitle the City and/or the Club to immediately exercise the available remedies,

(ii) The occurrence of an Event of Bankruptcy in respect of the County, and

(iii) Failure or material delay by the County in providing the County Funding Amount in accordance with this Agreement. For certainty, it shall not be a failure or material delay by the County in providing the County Funding Amount

where the County is properly exercising its right withhold amounts in accordance with subsection 9.A or 9.B, above.

Upon or at any time after the occurrence of a County Event of Default which has not been cured if authorized herein the Club may withhold any or all of the Tourist Promotion Marketing Benefits until the default is cured and/or, subject to the following, the Club or the City may terminate this Agreement by giving a minimum of thirty (30) calendar days' advance written notice to the other parties. The City and the Club agree that each of them shall, prior to exercising its respective termination right hereunder, engage in reasonable, good faith discussions with the other parties in order to ascertain whether there remains an opportunity to cure the County Event of Default or to otherwise address such County Event of Default in a manner that permits the continuation of the Capital Project and of this Agreement in accordance with its terms. Additionally the City and/or the Club may exercise any right, power, or remedy as provided in law or equity pursuant against the County in the event of a County Event of Default.

D. No consent or waiver, express or implied, by any party to or of any breach or default by any other party in the performance of its obligations under this Agreement shall constitute a consent to or waiver of any similar breach or default. The failure of a party to complain of any act or omission to act by any other party or to declare either in default, irrespective of how long such failure continues, shall not constitute a waiver by a party of its rights under this Agreement.

10. **COMPLIANCE WITH LAWS.** The Parties shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter at issue including but not limited to applicable public records laws.

11. **INDEMNIFICATION.**

A. The City shall, to the maximum extent permitted by law, protect, defend, indemnify, pay the cost of defense, and hold harmless the County, its agents, elected officials and employees from all damages, suits, actions or claims of any character brought on account of (i) any injuries or damages received or sustained by any person, persons, or property, as are in any way relating to or arising from the construction of the Spring Training Facility or the City's performance under this Agreement, (ii) any act or omission, neglect or misconduct of City, its agents, elected officials, employees, contractors, subcontractors, or (iii) any claim or amounts received under the Workers' Compensation Law in relation to the Capital Project. This subsection will survive the expiry or early termination of this Agreement.

B. The Club shall, to the maximum extent permitted by law, protect, defend, indemnify, pay the cost of defense, and hold harmless the County, its agents, elected officials and employees from all damages, suits, actions or claims of any character brought on account of (i) any injuries or damages received or sustained by any person, persons, or property, as are in any way relating to or arising from the Club's use of the Spring Training Facility pursuant to the License Agreement or the Club's performance under this Agreement, or (ii) any act or omission, neglect or misconduct of club, its agents, employees, contractors, subcontractors. This subsection will survive the expiry or early termination of this Agreement.

12. **DUE AUTHORITY.** Each Party to this Agreement represents and warrants to the other Parties that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; and (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

13. **ASSIGNMENT.** No Party to this Agreement may assign any rights or delegate any duties under this Agreement without the prior written consent of the other Parties. Notwithstanding the foregoing, the Club shall be permitted to assign this Agreement as of right (i) to a corporate affiliate of the Club that will own the Major League Team, and (ii) to a third party MLB-approved purchaser of the Major League Team and, the rights and obligations herein shall transfer accordingly.

14. **NOTICES.**

A. Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either Party shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested, to the authorized representative of the recipient provided below, or upon the date delivered by overnight courier (signature required) or emailed to the authorized representative of the recipient provided below:

TO THE COUNTY:

Director of Real Estate Management
509 East Ave.
Clearwater, FL 33756

With required copies to:
David Downing
Director Visit St. Petersburg/Clearwater
8200 Bryan Dairy Rd., Suite 200
Largo, FL 33777
David@visitspc.com

TO THE CLUB:

Rogers Blue Jays Baseball Partnership
Attn: Director of Florida Operations
373 Douglas Avenue
Dunedin, Florida, USA 34698
Fax: (727) 734-7661

With required copies to:

Rogers Blue Jays Baseball Partnership
Attn: President and CEO

One Blue Jays Way, Suite 3200
Toronto, Ontario
Canada M5V 1J1
Fax: (416) 341-8946

Rogers Blue Jays Baseball Partnership
Attn: Vice President, Legal & Government Affairs and General Counsel
One Blue Jays Way, Suite 3200
Toronto, Ontario
Canada M5V 1J1
Fax: (416) 341-1427

Baker & Hostetler LLP
Attn: Gregory D. Lee, Esq.
200 South Orange Avenue, Suite 2300
Orlando, Florida, USA 32801
Fax: (407) 841-0168

TO THE CITY:

The City of Dunedin
Attn: City Manager
542 Main Street
Dunedin, Florida, USA 34698
Fax: (727) 298-3078

With required copies to:

Trask Daigneault, LLP
Attn: Thomas J. Trask, Esq.
Harbor Oaks Professional Center
1001 South Fort Harrison Avenue, Suite 201
Clearwater, Florida, USA 33756
Fax: (727) 733-2991
E-Mail: tom@cityattorneys.legal

B. Any Party may change its authorized representative or address for receipt of notices by providing the other Party with written notice of such change. The change shall become effective ten (10) days after receipt by the non-changing Party of the written notice of change.

15. **WAIVER.** No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only (i) through a duly executed written modification to this Agreement and (ii) upon all necessary MLB Approvals with respect thereto having been obtained in advance.

16. **GOVERNING LAW.** This Agreement shall be construed in accordance with the Laws of the State of Florida.

17. **JURISDICTION AND VENUE.** Venue for any action brought in state court shall be in Pinellas County, Clearwater Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in Pinellas County, in which case the action shall be brought in that division. Each Party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

18. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.

19. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

20. **NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT.** This Agreement has been prepared by County and reviewed by the Parties hereto and their professional advisors. All Parties and their professional advisors believe that this Agreement expresses their understanding and that it should not be interpreted in favor of, or against any Party merely because of their efforts in preparing it.

21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and no change will be valid unless (i) made by supplemental written agreement executed by the Parties, and (ii) all necessary MLB Approvals with respect thereto shall have been obtained in advance.

22. **SEVERABILITY.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

23. **FUNDING OBLIGATION.** The Agreement does not constitute a general obligation or indebtedness of the County. The County's obligations hereunder are expressly limited to payment from Tourist Tax Revenues. Neither the City nor the Club nor any other party shall ever have the right to compel the exercise of any ad valorem taxing power to satisfy the County's obligations hereunder or be entitled to payment from any moneys of the County except from Tourist Tax Revenues in the manner and to the extent provided herein. It is understood that neither this Agreement nor any representation by any County employee or officer or agent creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County, after reasonable notice to City for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify City in writing of such failure of appropriation, and upon receipt of

such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

24. INDEPENDENT CAPACITY.

A. The Parties agree that the City and the Club and their respective officers, agents, and employees, in performance of this Agreement, will each act in the capacity of an independent contractor and not as an officer, employee, or agent of the County. City and the Club agree to take such steps as may be necessary to ensure that any third-party City and/or Club contract will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the County or to any reimbursement provisions hereunder.

B. No Party has the authority to, and shall not pledge any other Party's credit or make any other Party a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.

25. DAMAGES. In no event shall any of the Parties be liable to the other (nor to any person claiming any right, title, or interest derived from, or as a successor to the agreement) for incidental, consequential, or special damages of any kind, including without limitation, lost profits, or loss of business arising out of this funding agreement irrespective of whether the Parties have advance notice of the possibility of such damage.

26. PUBLIC RECORDS.

A. City acknowledges that information and data relating to its services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County Public Records Policies. The City, agrees that prior to providing services it will implement policies and procedures appropriate under the circumstances for the Capital Project to maintain, produce, secure, retain, and transfer public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Sec. 119.0701, Florida Statutes. The Club recognizes that as a private entity dealing with a City and a County, all communications and documents exchanged with those bodies are public records.

Notwithstanding any other provision of this Agreement relating to compensation, the City agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes and County policies for locating and producing public records during the term of this Agreement.

B. If City and/or Club have questions regarding the application of Chapter 119, Florida Statutes, to the duty to provide public records relating to this contract, contact Pinellas County Convention and Visitors Bureau (CVB/VSPC) custodian of public records at 727-464-7200, Tim@visitspc.com, or send your questions by mail to: Pinellas County Convention and Visitors Bureau, Tim Ramsberger, 8200 Bryan Dairy Rd., Suite 200, Largo, FL 33777.

27. TIME IS OF THE ESSENCE. Time is of the essence with respect to all provisions of this agreement and attachments hereto that specify a time for performance; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

ATTEST

Carole L. Smitke
Clerk of the Courts *Deputy Clerk*

(Seal)
APPROVED AS TO FORM

M. Zas
Michael A. Zas, Managing County Attorney

ATTEST

Denise Kirkpatrick
City Clerk



(Seal)
APPROVED AS TO FORM:

Thomas J. Trask
Thomas J. Trask, City Attorney

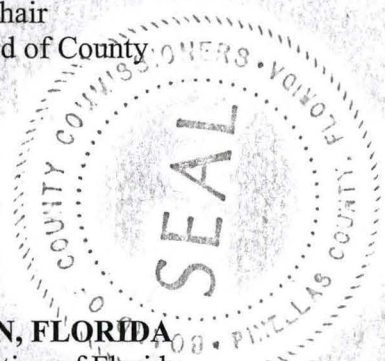
WITNESSES:

Name: _____

Name: _____

PINELLAS COUNTY, FLORIDA
A Political Subdivision of Florida

Kenneth T. Welch
Kenneth T. Welch, Chair
Pinellas County Board of County
Commissioners



CITY OF DUNEDIN, FLORIDA
A Municipal Corporation of Florida

Julie Ward Bujalski
By: Julie Ward Bujalski, Mayor

Jennifer K. Bramley
By: Jennifer K. Bramley, City Manager

**ROGERS BLUE JAYS
BASEBALL PARTNERSHIP**

Mark A. Shapiro
By: Mark A. Shapiro
President and CEO

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

Exhibit "A"

CAPITAL PROJECT

This Exhibit "A" describes the Capital Project as same is anticipated to proceed as of the Effective Date. The Parties hereby acknowledge and agree that (i) project elements herein identified by ~~strikethrough~~ font (and any similar project elements in the event that the Capital Project is modified subsequent to the Effective Date) are NOT to be paid for from the County Funding Amount, and (ii) all other project elements (and any similar project elements in the event that the Capital Project is modified subsequent to the Effective Date) appear to be authorized costs per Section 125.0104, Florida Statutes.

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Exhibit "A"

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:
 - 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.

Exhibit "A"

- 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 2nd 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 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.

Exhibit "A"

- 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/cabling.* 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:
 - 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.

Exhibit "A"

- 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 1st 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 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)

Exhibit “A”

- *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 number and location of mobile units) will depend on the ultimate stadium design and layout but core needs would be:¹
 - 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,

¹ 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.

Exhibit "A"

- 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 3rd 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.
 - Optional smaller Tiki hut located along the 3rd 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.

Exhibit "A"

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 1st or 3rd 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).
- *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.

Exhibit "A"

- 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 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.

Exhibit "A"

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

Exhibit "A"

- 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).

Exhibit "A"

- ~~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.

Exhibit "A"

- ~~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.

- *Eight (8) gang mounds plus one (1) "half mound" for Major League Use.*

Exhibit "A"

- 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
 - One garage door and one regular door
 - Shelving along exterior walls

Exhibit "A"

- 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 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*

Exhibit "A"

- 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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Exhibit "A"

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.

Exhibit "A"

- *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.

Exhibit "A"

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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Exhibit "A"

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 2nd 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.

Exhibit "A"

- *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.

Exhibit "A"

- *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
 - Fluoroscan 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.

[Remainder of Page Intentionally Left Blank]

Exhibit “A”

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.,

Exhibit "A"

- 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 "A"

- 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 "A"

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

Exhibit "A"

- ~~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.

- ~~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,

Exhibit "A"

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 "B"

Description of Lands

Grant Field Site

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.

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.

Exhibit "B"

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 "C"

Funding Sources and Amounts

Anticipated distribution of costs for the Capital Project is as set out in the Table below. With the exception of the State of Florida, whose funding mechanism is fixed at \$83,333.33 per month for a period of 20 years, the other contributors to this project have a discretion to make some or all of their payments as a lump sum. For this reason, the below table sets out the anticipated Net Present Value of the contributions to project costs and, where available, the annual funding amounts associated with same.

<u>Funding Source</u>	<u>Net Present Value of Contribution to Capital Cost</u>	<u>Periodic Funding Amount</u>	<u>Duration of Periodic Funding Commitment</u>
Pinellas County	\$ 41,700,000.00	N/A	N/A
<i>Toronto Blue Jays</i>	20,000,000.00	\$1,270,000.00 ¹ per year	25 years
State of Florida ²	13,681,191.00	\$83,333.33 per month	240 months (i.e. 20 years)
City of Dunedin ³	5,663,000.00	N/A	
Total:	\$ 81,044,191.00		

1. Estimated required annual contribution by the *Toronto Blue Jays* to enable to City to fund a \$20,000,000 net present value project contribution.
2. City estimate of net project revenues to be derived from the City's bonding of the twenty years of State payments.
3. Contributions by City. The City anticipates paying this amount in a single lump sum.

EXHIBIT "D"

Tourism Promotion Marketing Benefits

1. **Definitions.** In addition to those capitalized terms used herein and terms defined in the Agreement, the following definitions will apply for the purposes of this Exhibit "D":

- (a) "**Animated Poster**" means one (1) fifteen second (:15) video-only animated poster (without audio component);
- (b) "**Annual ST Stadium Naming Rights Revenues**" is the amount of ST Stadium Naming Rights Revenues attributable to a specific calendar year of the Initial Term of the License Agreement (as such term is defined in the License Agreement). Where the Club grants a third party naming rights to the ST Stadium and is paid a specified annual amount of ST Stadium Naming Rights Revenues in connection with such grant of naming rights, then such annual amount will be the Annual ST Stadium Naming Rights Revenues for the purposes hereof. Where the Club instead receives a single specified lump sum amount of ST Stadium Naming Rights Revenues in return for the grant of naming rights to the ST Stadium to a third party then the amount of Annual ST Stadium Naming Rights Revenues will be deemed to be equal to the lump sum amount of ST Stadium Naming Rights Revenues divided by the number of calendar years to which it applies.
- (c) "**Concourse Monitors**" means those video monitors placed in the RC Stadium concourses that carry a mix of third party advertising, and Major League Team, RC Stadium and other information;
- (d) "**County Materials**" has the meaning ascribed thereto in subsection 4(c) of this Exhibit "D" to the Agreement;
- (e) "**County Promotional Properties**" has the meaning ascribed thereto in Section 5 of this Exhibit "D" to the Agreement;
- (f) "**Home Page Takeover**" has the meaning ascribed thereto in subsection 4(a) of this Exhibit "D" to the Agreement;
- (g) "**Inning Break**" means a break that occurs between half innings during a RC Baseball Game;
- (h) "**MLBAM**" means MLB Advanced Media, LP;
- (i) "**Major League Team Home ST Game**" means a home Spring Training game played by the Major League Team at the ST Stadium;
- (j) "**Pre-Game Period**" means the period prior to each RC Baseball Game that commences at the time the RC Stadium gates are opened to the public and ends at the commencement of pre-game activities (e.g. any pre-game ceremonies, presentations or anthems);
- (k) "**RC Stadium**" means *Rogers Centre* stadium in Toronto, Ontario, Canada;
- (l) "**RC Stadium Baseball Game**" means a regular season baseball game played by the Major League Team at the RC Stadium;
- (m) "**Spring Training Season**" means, in each calendar year, the period during which the Major League Team and other professional baseball players conduct Spring Training;

EXHIBIT "D"

- (n) **"ST Stadium"** means Dunedin Stadium, located in Dunedin, Florida, United States of America;
- (o) **"ST Stadium 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 the ST Stadium, less any amounts expended by the Club in order to implement such right. For certainty, "ST Stadium Naming Rights Revenues" will not include (i) amounts loaned, contributed, advanced or paid by the City, the County, 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 ST Stadium or the Capital Project, (ii) 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 (iii) any taxes or other similar amounts that the Club is required to collect in connection with ST Stadium Naming Rights Revenues; and
- (p) **"Website"** has the meaning ascribed thereto in subsection 4(a) of this Exhibit "D" to the Agreement.

2. **Marketing Rights During Major League Team Home ST Games at the ST Stadium.** During each Major League Team Home ST Game played at the ST Stadium during the Initial Term of the License Agreement, the Club shall provide the County with access to the following promotional assets, which shall be used by the County's Convention and Visitor's Bureau for the sole purpose of promoting the County as a tourist destination (i.e. the "Visit St. Peter Clearwater" brand and initiative):

- (a) **Main Video Display Messaging.** One (1) thirty (30) second audio / visual spot which will run on the ST Stadium's main video display during the pre-game period and one (1) fifteen (15) second spot which will run on the ST Stadium's main video display during an inning break within the in-game period. The County shall be permitted, acting reasonably and having regard to the fact that video display messaging is both sold by the Club to third party sponsors and also used by the Club for a variety of different initiatives and messaging, to request to be permitted to run one or more additional audio / visual spots during one or more specific Major League Team Home ST Games played at the ST Stadium. Upon receipt of a written request from the County in regards to the foregoing, the Club will consider same and will accommodate the request in the event that the Club has surplus inventory available.

3. **Marketing Rights During Major League Team Home Regular Season Games at Rogers Centre Stadium.** During each RC Baseball Game during the Initial Term of the License Agreement, the Club shall provide the County with access to the following promotional assets, which shall be used by the County's Convention and Visitor's Bureau for the sole purpose of promoting the County as a tourist destination (i.e. the "Visit St. Peter Clearwater" brand and initiative):

- (a) **Main Video Display Messaging.** One (1) thirty (30) second audio / visual spot which will run on the RC Stadium's main video display during the thirty (30) minute period immediately preceding the applicable game's official start time. The County shall be permitted, in exceptional circumstances only (such as, by way of illustration, the re-opening of the Clearwater Aquarium following a closure) to request to be permitted to have its audio / visual spot run in-game rather than during the pre-game period for a specific game. The Club shall consider requests submitted in writing that accord with the foregoing and, in the event that excess in-game inventory exists for the specific game, grant the request.

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- (b) ***Baseline Rotational Signage.*** One half (1/2) inning of exposure (i.e. three (3) outs) on rotating signage located along the first and third base lines at the RC Stadium (each location approximately twenty seven inches (27") high by twenty feet (20') long). Rotation schedule and specific signage position in Club's sole discretion. It is understood that nothing herein will guarantee the County exposure on RC Stadium signage or video display properties during RC Stadium Baseball Games that are broadcast by a broadcaster of MLB (e.g. Fox, ESPN, MLB Network) as such signage may not be in use during such RC Stadium Baseball Games. The number of such broadcasts and affected RC Stadium Baseball Games is not determinable in advance.
- (c) ***RC Stadium Concourse Digital Media Monitors.***
- (i) ***Pre-Game Animated Poster.*** During each Pre-Game Period, the County will receive one (1) exposure for the Animated Poster as part of a repeating video loop of ten (10) minutes or less in duration.
- (ii) ***Inning Break Animated Poster.*** During one or more Inning Breaks per RC Baseball Game, the County will receive exposure for an Animated Poster on the Concourse Monitors. For certainty, the Club will have the discretion to determine the specific Inning Break(s) for each RC Baseball Game during which the Animated Poster will run.
- (iii) Notwithstanding the specificity of the foregoing, the Club retains the right (A) to utilize a portion of the side(s) and/or bottom of the available Concourse Monitors' screen space, not to exceed twenty five percent (25%) of the available space, for one or more tickers, advertisements and/or other messaging purposes, and (B) to reasonably alter the frequency and scope of exposure outlined above, provided that the County's exposure remains generally the same as the exposure for Club sponsors whose animated posters are being displayed on the Concourse Monitors. All rotation schedules and additional (non-County) content for the Concourse Monitors will be in the discretion of the Club. It is acknowledged and understood that circumstances such as technological issues may, from time to time, interfere with the operation of the Concourse Monitors and no delay or interruption of same will constitute a breach of any commitment to the County.
- (iv) The County shall be obligated to provide all creative, formatted in accordance with applicable specifications for the Concourse Monitors (as determined by the Club), a minimum of seven (7) days in advance of the date it wishes for display of such creative to begin. The County will be permitted to update its Animated Poster creative on three (3) occasions during each Major League Team regular season (with the result that the County will be permitted to run its initial creative and three different pieces of creative during such season). The Club will consider up to two (2) additional requests from the County to modify Animated Poster creative per Major League Team regular season, but the Club will not be obligated to accommodate such additional requests.
- (v) The Club is agreeable to maintain the County's Animated Poster during post-season games played by the Major League Team at RC Stadium during the Initial Term, subject to (A) same being permissible pursuant to the MLB Rules and Regulations and approved by MLB, and (B) subject to the Concourse Monitors continuing to be used in the same manner and with the same content and structure during such post-season games as they were during the regular season preceding same. By way of illustration, in the event that during particular post-season the Concourse Monitors are utilized for the display of game action or replays, then the Club will

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not be obligated to display the County's Animated Poster.

4. Home Page Takeover.

- (a) Provided the Club retains its existing rights to authorize the placement of third party advertising and promotional materials on www.bluejays.com (the "**Website**") and subject to any required approvals from any of the MLB Entities (including, in particular, MLBAM), the Club will arrange for the County to receive a home page takeover of the Website four (4) times in each calendar year of the Initial Term (i.e. once per calendar quarter) (each, a "**Home Page Takeover**"). Each Home Page Takeover will have an approximate duration of twenty four (24) hours and the specific date for each calendar quarter's Home Page Takeover will be selected by the Club following consultation with the County. For certainty, the specific advertising units utilized for the foregoing will be those generally made available by the Club and MLBAM for home page takeovers from time to time.
- (b) The County will be solely responsible to ensure that all creative utilized in connection with the Home Page Takeover complies with any and all specifications of MLBAM, the Website and the Club and the County will be responsible for all creative, design, production and similar expenses related to its advertising hereunder. Unless otherwise mutually agreed by the Club and the County, the County's Home Page Takeovers will be used by the County's Convention and Visitor's Bureau for the sole purpose of promoting the County as a tourist destination (i.e. the "Visit St. Peter Clearwater" brand and initiative). The Club makes no representations or guarantees of any kind made in connection with impressions or other metrics associated with any Home Page Takeovers.
- (c) By providing the Club or any MLB Entity with any creative or other materials intended for display as part of any Home Page Takeover, the County will be deemed to grant the Club and the applicable MLB Entity(ies) a limited, royalty-free, non-exclusive license to use, reproduce, and display all of its trade names, trademarks, service marks, merchandise, banners and logos, as well as any other components of such creative or other materials (collectively, the "**County Materials**") for the purpose of implementing the Home Page Takeovers. The Club is authorized to assign or sublicense the foregoing licenses to MLBAM, and any successor entity or other MLB Entity, for purposes related to the Home Page Takeovers. Prior to releasing any County Materials to the Club or any MLB Entity, or authorizing the Club or any MLB Entity to use any County Materials, the County will be responsible to (i) obtain all necessary releases, licenses, permits and other authorizations required to use them (including but not limited to any syndication or performance rights, if any, to use all names, likenesses, musical compositions, artwork or any other property appearing therein) and (ii) that all such County Materials and their intended uses comply with applicable laws. The Club reserves the right to approve all County Materials submitted by the County for use in connection with the Home Page Takeovers, including any promotion thereof, however, no such approval will relieve the County of any of its obligations or responsibilities.

5. Creative, Approval and Other Terms Applicable to the County Promotional Properties.

- (a) 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 the ST Stadium and/or RC Stadium and all other promotional properties that the City has been granted the right to utilize pursuant to Sections 2 to 4 of this Exhibit "D" (collectively, the "**County Promotional Properties**"). All creative, production and installation costs of the County 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

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and/or monitors, will be the sole responsibility of the County. The Club will make reasonable commercial efforts, subject to its right to modify the physical layout of the ST Stadium and RC Stadium, their technology and fixtures (including signage display spaces and video boards and monitors), as well as the Club's right to change its technology and third party service providers (which may impact specific rights and assets available to be granted by the Club), to provide the County with the County Promotional Properties as 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 this Exhibit "D" or of the Agreement (or of any other covenant or agreement between the Club and the City or between the Club and the County), and the Club and the County will mutually agree, acting reasonably, on an acceptable replacement, of reasonably similar value and/or exposure, for such undelivered County Promotional Properties.

- (b) The Club will provide annual reporting to the County as to the placement of the County Promotional Properties, with such reporting to be in a similar format to that utilized by the Club to report to other Club sponsors and/or advertisers with rights to a similar collection of marketing assets.

6. **Re-evaluation of County Promotional Properties.**

- (a) While the County Promotional Properties that the Club is required to provide to the County are set out above and are not subject to modification by the County without the Club's advance written approval, the Club hereby acknowledges that due to the length of the Initial Term, it is possible that the types of marketing assets and programs that it offers to its sponsors and advertisers, and the technologies used to deliver same, will evolve or change materially, such that one or more of the marketing assets and programs described above is either no longer (a) offered by the Club, or (b) desired and of value to Club sponsors and advertisers generally. In the event that a particular technology utilized by the Club in order to deliver a County Promotional Property is directly replaced or superseded by new technology (for example, if the existing Concourse Monitors are replaced with different type of distributed display technology that continue to be utilized for the display of sponsor animated posters), then the County Promotional Properties described above will be considered updated accordingly.
- (b) From time to time during the Initial Term, in the event that the County is of the reasonable opinion that a particular County Promotional Property is both generally outdated and not of value to advertisers and sponsors and specifically not of use to the County for the purposes of promoting the County as a tourist destination, the County shall be permitted to request a meeting with the Club to discuss same and the possibility of modifying or replacing the specific County Promotional Property commencing with the next full Major League Team regular season during the Initial Term of the License Agreement. For certainty, the Club shall make reasonable efforts to advise the County if it appears to the Club that any of the County Promotional Properties are generally outdated and not of value to its other advertisers and sponsors. The County will be required to submit any meeting requests hereunder in writing (which may include email) and to provide reasonable information as to the specific County Promotional Property and the County's data or information as to its usefulness, both generally and specifically to the County. The Club shall be required to act reasonably in considering such requests from the County, having regard to the information provided by the County, the Club's own information as to other Club sponsors and advertisers and the assets and promotions utilized by such sponsors and advertisers, and the availability and market value of other assets and promotions then being sold by the Club. No modification to the County Promotional Properties will be considered modified or replaced unless same is documented in writing by duly authorized representatives of the Club and the County.

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7. ST Stadium Naming Rights.

- (a) The Club and the City hereby confirm that Section 20 of the License Agreement grants to the Club, *inter alia*, the sole and exclusive right to grant or sell naming rights to the ST Stadium.
- (b) The Club and County hereby acknowledge and agree that (i) Section 20 of the License Agreement establishes a mechanism and set of rules governing the deposit of revenues generated by the Club from the sale of naming rights into a "Capital Replacement Fund", and (ii) nothing in this Exhibit "D" or in the remainder of the Agreement is intended to modify the foregoing.
- (c) The Club and the County agree as follows for the duration of the Initial Term of the License Agreement (as that term is defined therein) the naming rights in respect of the ST Stadium will be managed:
 - (i) The Club shall make reasonable efforts to secure a third party naming rights partner for the ST Stadium and to generate funds in return for the granting of naming rights to such naming rights partner. In connection with such efforts, the Club agrees to engage in reasonable consultation with the County prior to finalizing an agreement in respect of naming for the ST Stadium, for the purpose of assessing whether a proposed name would be inconsistent with any applicable County policy or likely to damage the County's reputation and brand as a tourist destination. For certainty, the Club retains final decision-making authority in the selection of naming rights partner and ST Stadium name hereunder, and
 - (ii) If, on or before December 31 of any calendar year, the Club is in a position to generate one hundred thousand dollars (USD \$100,000) or more in Annual ST Stadium Naming Rights Revenues in connection with the next subsequent calendar year, then the Club shall proceed to grant the naming rights in such manner and subject to such documentation as the Club determines appropriate. If, however, the Club is unable to meet the foregoing requirements in respect of any calendar year, then the County shall, acting reasonably and in good faith, be permitted to designate a name for the ST Stadium for that specific calendar year only. For certainty, the County will not be permitted to sell, grant, license or otherwise transfer ST Stadium naming rights to any third party but will be permitted, subject to the Club's approval, acting reasonably, to designate a name that is intended to market Pinellas County as a tourist destination. In any calendar year in which the County selects a name for the ST Stadium, the County shall bear all the Club's and the City's out-of-pocket expenses associated with implementing the County-selected name, including but not limited to, the costs of removing, modifying and/or replacing any signage and other items that bear the ST Stadium name. The Club and the City, as applicable, shall have the right to undertake any such removals, modifications and/or replacements directly and, in any such case, the County shall promptly reimburse their respective expenditures.

8. County Luxury Suite Use.

(a) *Number and Location of Games.*

- (i) During up to three (3) RC Stadium Baseball Games in each calendar year of the Initial Term of the License Agreement, the County will be permitted to use one of the standard-sized luxury suites at RC Stadium, and
- (ii) During up to two (2) Major League Team Home ST Games in each calendar year of the Initial

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Term of the License Agreement, the County will be permitted to use one of the standard-sized luxury suites at ST Stadium.

- (b) In order to secure suite use hereunder for any specific calendar year of the Initial Term, the County shall be required to give the Club written notice (which may include email) of the specific game dates requested on or before November 15 of the immediately preceding calendar year (or such later date that is no more than thirty (30) days after the publication of the applicable game schedule). The County agrees to provide one (1) notice each for games at RC Stadium and at ST Stadium.

Within two (2) weeks of receiving either of the foregoing notice(s), the Club will confirm in writing to the County whether the dates requested are in fact available and, if not, any alternate dates that are available. The County 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 County's use (the "**Reserved Dates**"). If the County does not provide notice in accordance with the foregoing, the Club shall be relieved of its obligations hereunder for the affected calendar year only. Similarly, if the County 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 the affected 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 County will receive up to sixteen (16) admission tickets for each of the Reserved Dates. The County'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 County 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, and to reimburse any costs incurred by the Club (or the owner of RC Stadium or ST Stadium as applicable) to repair any damage caused by the County or its invitees in connection with the County's suite use hereunder. In addition, the County's use of a luxury suite will be subject to the Club's (or, as applicable, the owner of RC Stadium's or ST Stadium's, if and as applicable) standard luxury suite license agreement terms in place from time to time (which the Club will be permitted to deliver to the County by any means, including email and which will be deemed to be accepted by the County upon receipt).

9. Ceremonial First Pitches. Elected members of the Pinellas County Board of County Commissioners shall have the opportunity to participate, along with representatives of the Dunedin City Commission and/or the Club, in the ceremonial pitch that occurs at the first Home Major League Team ST Game played at the ST Stadium following the completion of its renovation as part of the Capital Project. Thereafter, the County shall have the opportunity, subject to the following, to participate in a ceremonial first pitch prior to one (1) Home Major League Team ST Game in each Spring Training Season during the Initial Term of the License Agreement (as that term is defined in the License Agreement). The County shall be permitted to select the persons it desires to participate in the foregoing, provided that it provides reasonable advance notice of same to the Club and the Club approves, acting reasonably.

10. No Sale or Transfer of Rights. All of the County's rights, opportunities and benefits described in this Exhibit "D" are for the use of the County only and the County shall not sell, transfer or attempt to sell or transfer any of such rights, opportunities or benefits to any third party.

EXHIBIT "E"

Calculation of Repayment Amount

The Parties hereby confirm that this Exhibit "E" is intended to be used to determine the specific amount repayable to the County (the "**Repayment Amount**") by either the City (in the circumstances described in subsections 6.E or 6.J of the Agreement) or the Club (in the circumstances described in the final paragraph of subsection 9.B of the Agreement).

The Repayment Amount will be determined as follows:

1. On the Effective Date of the Agreement, the Repayment Amount is deemed to be zero dollars and zero cents (USD \$0.00);
2. On any date between the Effective Date of the Agreement and the Project Completion Date, the Repayment Amount will be deemed to be equal to the aggregate amount of funds actually disbursed to the City by the County pursuant to subsection 5.D of the Agreement as of such date; and
3. On any date between the Project Completion Date and the end of the Agreement Term, the Repayment Amount will be determined based on the following formula:

$$\text{Repayment Amount} = A \times B/300$$

Where:

- **A** is the final aggregate amount of funds actually disbursed to the City by the County pursuant to the Agreement, and
- **B** is the number of complete calendar months remaining in the Agreement Term.

By way of illustration only, if the Project Completion Date were to be March 1, 2020, the final aggregate amount of funds actually disbursed to the City by the County pursuant to the Agreement were to be equal to the County Funding Amount (i.e. \$41,700,000.00) and the Repayment Amount were to be calculated on February 28, 2040 (i.e. with five (5) years or sixty (60) months remaining in the Agreement Term), then the Repayment Amount would be calculated as follows:

$$\text{Repayment Amount} = \$41,700,000.00 \times \frac{60}{300}$$

$$\text{Repayment Amount} = \$41,700,000.00 \times \frac{1}{5}$$

$$\text{Repayment Amount} = \$8,340,000.00$$