

Major League Baseball Spring Training Program

Annual Reports 2020

Pursuant to section 288.11631(4)(b), Florida Statutes, the Department of Economic Opportunity (DEO) is responsible for publishing the following annual reports of entities certified to receive funding for Major League Baseball spring training facilities.

All information contained in the following annual reports was provided to DEO by the certified entities, and the accuracy and sufficiency of such information is the sole responsibility of the providing entity. DEO can neither attest to the accuracy nor guarantee the completeness or usefulness of the information contained in the following annual reports.

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Charlotte County (Tampa Bay Rays)

City of Bradenton (Pittsburgh Pirates)

City of Clearwater (Philadelphia Phillies)

City of Dunedin (Toronto Blue Jays)

City of Lakeland (Detroit Tigers)

City of Sarasota (Baltimore Orioles)

Indian River County (Los Angeles Dodgers)

Lee County (Minnesota Twins)

Palm Beach County (Houston Astros and Washington Nationals)

St. Lucie County (New York Mets)

Tampa Sports Authority (New York Yankees)

West Villages Improvement District (Atlanta Braves)

**Charlotte County
(Tampa Bay Rays)**



Charlotte County Government

"To exceed expectations in the delivery of public services."

www.CharlotteCountyFL.com

August 11, 2020

Ms. Ryan Fierst
Senior Management Analyst II
Florida Department of Economic Opportunity
Caldwell Building
107 E. Madison Street, MSC 80
Tallahassee, FL 32399

Re: Retained Spring Training Franchise

Dear Ms. Fierst:

Enclosed please find the following items regarding our certification as a Retained Spring Training Franchise:

1. A detailed report (including a one-page summary) on all local and state funds expended to date on the project being financed under Section 288.11631, F.S.;
2. A copy of the contract between the certified local governmental entity and the spring training team;
3. A cost-benefit analysis of the team's impact on the community;
4. Attendance records for the 2020 spring training season that Major League Baseball cancelled on March 12, 2020.

If you have any questions, please do not hesitate to contact me at (941) 235-5001.

Sincerely,

A handwritten signature in blue ink that reads "Tommy Scott". The signature is fluid and cursive.

Tommy Scott, Director
Community Services

enc.

Budget & Administrative Services Department

18500 Murdock Circle | Port Charlotte, FL 33948-1068

Phone: 941.743.1551 | Fax: 941.743.1286

1. DETAILED REPORT ON ALL LOCAL AND STATE FUNDS EXPENDED TO DATE ON THE PROJECT BEING FINANCED UNDER SECTION 288.11631, F.S.
REPORT NAMED STADIUM IMPROVEMENT DEBT SERVICE FUND EXPENSES

CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS

FOR YEARS 2007 - 2020

SUMMARY OF DEBT SERVICE EXPENSE & STATE GRANT REVENUE

Local Funds Expended (Principal & Interest)	2007 - 2020	\$ 23,881,384
State Funds Received (Grant Funding)	2007 - 2020	\$ 6,625,053

CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS

FISCAL YEARS 2006/2007 THROUGH 2019/2020

STADIUM IMPROVEMENT DEBT SERIES FUND

AS OF 7/31/2020

<u>DATE</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>AMT DR</u>	<u>AMT CR</u>	<u>BALANCE</u>
2006.794506.575.71.0001 - Principal Pymts					
10/01/2007	GJ	LOAN PMT-COMMERCE BNK-10/01/07	\$645,000.00	-	\$645,000.00
10/01/2008	GJ	LOAN PMT-COMMERCE BNK 10/1/08	\$250,000.00	-	\$250,000.00
10/01/2009	GJ	LOAN PAYMENT-STADIUM-10/1/09	\$755,000.00	-	\$755,000.00
09/30/2010	GJ	STADIUM LOAN PAMT ACCRAUL	\$785,000.00	-	\$785,000.00
09/30/2010	GJ	STADIUM LOAN PAMT ACCRAUL	\$568,227.51	-	\$568,227.51
09/30/2010	GJ	CORR POSTIN 26731 (S/B INT)	-	\$568,227.51	\$(568,227.51)
10/01/2010	GJ	REVERSE OF 26731	-	\$785,000.00	\$(785,000.00)
10/01/2010	GJ	REVERSE OF 26731	-	\$568,227.51	\$(568,227.51)
10/01/2010	GJ	LOCAN PAYMENT-STADIUM-10/1/10	\$785,000.00	-	\$785,000.00
07/05/2011	GJ	CORR JE 26731-R TO CORR ACCT	\$568,227.51	-	\$568,227.51
09/30/2011	GJ	ACCRUE STADIUM DEBT PMT DUE 10/1	\$815,000.00	-	\$815,000.00
09/30/2012	GJ	ACCRUE STADIUM DEBT PMT DUE 10/1	\$850,000.00	-	\$850,000.00
09/30/2013	GJ	ACCRUE STADIUM DEPT DUE 10/1	\$880,000.00	-	\$880,000.00
10/01/2013	GJ	REVERSE STADIUM DEBT ACCRUAL	-	\$880,000.00	\$(880,000.00)
10/01/2013	GJ	RCD STADIUM DEBT PMT - 10/1/13	\$880,000.00	-	\$880,000.00
09/30/2014	GJ	ACCRUE STADIUM DEBT DUE 10/1	\$915,000.00	-	\$915,000.00
10/01/2014	GJ	RVS STAD DEBT ACCRUAL-JE 41674	-	\$915,000.00	\$(915,000.00)
10/01/2014	GJ	RCD STADIUM DEBT PMT	\$915,000.00	-	\$915,000.00
05/06/2015	GJ	REFUNDING/ISSUANCE-STADIUM DEBT	\$560,000.00	-	\$560,000.00
09/30/2015	GJ	STADIUM DEBT ACCRUAL FY 2015	\$425,000.00	-	\$425,000.00
10/01/2015	GJ	REVERSE STADIUM ACCRUAL (JE 45311)	-	\$425,000.00	\$(425,000.00)
10/01/2015	GJ	RCD STADIUM DEBT PMT	\$425,000.00	-	\$425,000.00
09/30/2016	GJ	STADIUM DEBT ACCRUAL FY 2016	\$1,000,000.00	-	\$1,000,000.00
10/03/2016	GJ	REVERSE STADIUM ACCRUAL (JE 48926)	-	\$1,000,000.00	\$(1,000,000.00)
10/03/2016	GJ	RCD STADIUM DEBT PMT - 10/3/16	\$1,000,000.00	-	\$1,000,000.00
09/30/2017	GJ	STADIUM DEBT ACCRUAL FY 2017	\$1,025,000.00	-	\$1,025,000.00
09/30/2018	GJ	STADIUM DEBT ACCRUAL FY 2018	\$1,055,000.00	-	\$1,055,000.00
09/30/2019	GJ	STADIUM DEBT ACCRUAL FY 2019	\$1,090,000.00	-	\$1,090,000.00
TOTAL 2006.794506.575.71.0001			\$16,191,455.02	\$5,141,455.02	\$11,050,000.00

CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS

FISCAL YEARS 2006/2007 THROUGH 2019/2020

STADIUM IMPROVEMENT DEBT SERIES FUND

AS OF 7/31/2020

2006.794506.575.72.0001 - Interest Pymts

09/30/2007	GJ	TO ACCRUE INTEREST ON DEBT - 9/30/07	\$754,874.52	-	\$754,874.52
10/01/2007	GJ	LOAN PMT-COMMERCE BNK-10/01/07	\$754,874.52	-	\$754,874.52
10/01/2007	GJ	REVERSE OF 17148	-	\$754,874.52	\$(754,874.52)
04/01/2008	GJ	COMMERCE BANK INTEREST PMT	\$588,327.51	-	\$588,327.51
09/30/2008	GJ	TO ACCRUE INT ON DEBT 9/30/08	\$588,327.51	-	\$588,327.51
04/01/2009	GJ	INTEREST PMT - STADIUM	\$583,327.51	-	\$583,327.51
09/30/2009	GJ	TO ACCRUE INT ON DEBT 9/30/09	\$583,327.51	-	\$583,327.51
10/01/2009	GJ	REVERSE 23153-DEBT INT ACC	-	\$583,327.51	\$(583,327.51)
10/01/2009	GJ	LOAN PAYMENT-STADIUM-10/1/09	\$583,327.51	-	\$583,327.51
04/01/2010	GJ	INTEREST PMT - STADIUM BOND	\$568,227.51	-	\$568,227.51
09/30/2010	GJ	CORR POSTIN 26731 (S/B INT)	\$568,227.51	-	\$568,227.51
10/01/2010	GJ	LOCAN PAYMENT-STADIUM-10/1/10	\$568,227.51	-	\$568,227.51
04/01/2011	GJ	INTEREST PMT - STADIUM	\$553,312.51	-	\$553,312.51
07/05/2011	GJ	CORR JE 26731-R TO CORR ACCT	-	\$568,227.51	\$(568,227.51)
09/30/2011	GJ	ACCRUE STADIUM DEBT PMT DUE 10/1	\$553,312.51	-	\$553,312.51
03/30/2012	GJ	INTEREST PMT - STADIUM	\$537,012.51	-	\$537,012.51
09/30/2012	GJ	ACCRUE STADIUM DEBT PMT DUE 10/1	\$537,012.51	-	\$537,012.51
04/01/2013	GJ	STADIUM DEBT PMT - 4/1/13	\$520,862.51	-	\$520,862.51
09/30/2013	GJ	ACCRUE STADIUM DEPT DUE 10/1	\$520,862.51	-	\$520,862.51
10/01/2013	GJ	REVERSE STADIUM DEBT ACCRUAL	-	\$520,862.51	\$(520,862.51)
10/01/2013	GJ	RCD STADIUM DEBT PMT - 10/1/13	\$520,862.51	-	\$520,862.51
04/01/2014	GJ	DEBT PMT-STADIUM 4/1/14	\$503,262.51	-	\$503,262.51
09/30/2014	GJ	ACCRUE STADIUM DEBT DUE 10/1	\$503,262.51	-	\$503,262.51
10/01/2014	GJ	RVS STAD DEBT ACCRUAL-JE 41674	-	\$503,262.51	\$(503,262.51)
10/01/2014	GJ	RCD STADIUM DEBT PMT	\$503,262.51	-	\$503,262.51
04/01/2015	GJ	DEBT PMT-STADIUM-4/1/15	\$480,387.51	-	\$480,387.51
05/06/2015	GJ	REFUNDING/ISSUANCE-STADIUM DEBT	\$80,064.58	-	\$80,064.58
09/30/2015	GJ	STADIUM DEBT ACCRUAL FY 2015	\$336,563.63	-	\$336,563.63
10/01/2015	GJ	REVERSE STADIUM ACCRUAL (JE 45311)	-	\$336,563.63	\$(336,563.63)
10/01/2015	GJ	RCD STADIUM DEBT PMT	\$336,563.63	-	\$336,563.63
04/01/2016	GJ	STADIUM DEBT PMT - 4/1/16	\$413,553.14	-	\$413,553.14
09/30/2016	GJ	STADIUM DEBT ACCRUAL FY 2016	\$413,553.14	-	\$413,553.14
10/03/2016	GJ	REVERSE STADIUM ACCRUAL (JE 48926)	-	\$413,553.14	\$(413,553.14)
10/03/2016	GJ	RCD STADIUM DEBT PMT - 10/3/16	\$413,553.14	-	\$413,553.14
03/31/2017	GJ	STADIUM LOAN PMT - 3/31/17	\$398,553.14	-	\$398,553.14
09/30/2017	GJ	STADIUM DEBT ACCRUAL FY 2017	\$398,553.14	-	\$398,553.14
04/02/2018	GJ	STADIUM LOAN PMT - 4/2/18	\$383,178.14	-	\$383,178.14
09/30/2018	GJ	STADIUM DEBT ACCRUAL FY 2018	\$383,178.13	-	\$383,178.13
03/31/2019	GJ	ADJ ACC INT TO ACTUAL PMT	\$0.01	-	\$0.01
04/01/2019	GJ	STADIUM LOAN INT - 4/1/19	\$367,353.14	-	\$367,353.14
09/30/2019	GJ	STADIUM DEBT ACCRUAL FY 2019	\$383,178.13	-	\$383,178.13
09/30/2019	GJ	CORR JE 60663 - STADIUM ACCRUAL	-	\$15,825.00	\$(15,825.00)
04/01/2020	GJ	STADIUM DEBT PMT - 4/20	\$345,553.14	-	\$345,553.14

TOTAL 2006.794506.575.72.0001	<u>\$16,527,879.96</u>	<u>\$3,696,496.33</u>	<u>\$12,831,383.63</u>
GRAND TOTAL:	<u>\$32,719,334.98</u>	<u>\$8,837,951.35</u>	<u>\$23,881,383.63</u>

CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS
FISCAL YEARS 2006/2007 THROUGH 2019/2020
STADIUM IMPROVEMENT CAPITAL FUND
AS OF 7/31/2020

<u>DATE</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>AMT DR</u>	<u>AMT CR</u>	<u>BALANCE</u>
FISCAL YEAR 2007					
3006.794506.581.91.2006 - Interfund Trf-Stadium Imp Debt Srv					
03/31/2007	GJ	CORR TRF OF GRANT MONIES	\$41,667.00	-	\$41,667.00
04/30/2007	GJ	TRF APR GRANT MONIES TO DEBT	\$41,667.00	-	\$41,667.00
05/31/2007	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
06/30/2007	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
07/31/2007	GJ	TRF DEBT REQ-STADIUM-JULY	\$41,667.00	-	\$41,667.00
08/31/2007	GJ	TRF DEBT REQ-STADIUM-AUGUST	\$41,667.00	-	\$41,667.00
09/30/2007	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
TOTAL 3006.794506.581.91.2006			\$291,669.00	-	\$291,669.00
TOTAL FISCAL YEAR 2007			\$291,669.00	-	\$291,669.00
FISCAL YEAR 2008					
3006.794506.581.91.2006 - Interfund Trf-Stadium Imp Debt Srv					
10/31/2007	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
11/30/2007	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
12/31/2007	GJ	TRF DEBT REQ-STADIUM-DEC	\$41,667.00	-	\$41,667.00
01/31/2008	GJ	TRF DEBT REQ-STADIUM-JAN	\$41,667.00	-	\$41,667.00
02/29/2008	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/01/2008	GJ	TRF DEBT REQ-STADIUM-MARCH	\$41,667.00	-	\$41,667.00
04/30/2008	GJ	TRF DEBT REQ-STADIUM-APR	\$41,667.00	-	\$41,667.00
05/31/2008	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
06/30/2008	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/01/2008	GJ	TRF DEBT REQ-STADIUM-JULY	\$41,667.00	-	\$41,667.00
09/01/2008	GJ	TRF DEBT REQ-STADIUM-AUG	\$41,667.00	-	\$41,667.00
09/30/2008	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
TOTAL 3006.794506.581.91.2006			\$500,004.00	-	\$500,004.00
TOTAL FISCAL YEAR 2008			\$500,004.00	-	\$500,004.00

CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS

FISCAL YEARS 2006/2007 THROUGH 2019/2020

STADIUM IMPROVEMENT CAPITAL FUND

AS OF 7/31/2020

FISCAL YEAR 2009

3006.794506.581.91.2006 - Interfund Trf-Stadium Imp Debt Srv

12/23/2008	GJ	TRF DEBT REQ-STADIUM-OCT/NOV	\$41,667.00	-	\$41,667.00
12/23/2008	GJ	TRF DEBT REQ-STADIUM-OCT/NOV	\$41,667.00	-	\$41,667.00
01/02/2009	GJ	TRF DEBT REQ-STADIUM-DEC	\$41,667.00	-	\$41,667.00
02/02/2009	GJ	TRF DEBT REQ-STADIUM-JAN 09	\$41,667.00	-	\$41,667.00
03/01/2009	GJ	TRF DEBT REQ-STADIUM-FEB 09	\$41,667.00	-	\$41,667.00
04/13/2009	GJ	TRF DEBT REQ-STADIUM-MARCH	\$41,667.00	-	\$41,667.00
05/01/2009	GJ	TRF DEBT REQ-STADIUM APRIL	\$41,667.00	-	\$41,667.00
05/31/2009	GJ	TRF DEBT REQ-STADIUM-MAY 09	\$41,667.00	-	\$41,667.00
07/01/2009	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/01/2009	GJ	TRF DEBT REQ-STADIUM-JULY09	\$41,667.00	-	\$41,667.00
09/01/2009	GJ	TRF DEBT REQ-STADIUM-AUG	\$41,667.00	-	\$41,667.00
09/30/2009	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
TOTAL 3006.794506.581.91.2006			\$500,004.00	-	\$500,004.00
TOTAL FISCAL YEAR 2009			\$500,004.00	-	\$500,004.00

FISCAL YEAR 2010

3006.794506.581.91.2006 - Interfund Trf-Stadium Imp Debt Srv

11/01/2009	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2009	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/04/2010	GJ	TRF DEBT REQ-STADIUM-DEC	\$41,667.00	-	\$41,667.00
02/28/2010	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
03/15/2010	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/12/2010	GJ	TRF DEBT REQ-STADIUM-MARCH	\$41,667.00	-	\$41,667.00
05/01/2010	GJ	TRF DEBT REQ-STADIUM-APR	\$41,667.00	-	\$41,667.00
06/01/2010	GJ	TRF DEBT REQ-STADIUM/MAY	\$41,667.00	-	\$41,667.00
07/01/2010	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/01/2010	GJ	TRF DEBT REQ-STADIUM-JULY	\$41,667.00	-	\$41,667.00
09/01/2010	GJ	TRF DEBT REQ-STADIUM-AUGUST	\$41,667.00	-	\$41,667.00
09/30/2010	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
TOTAL 3006.794506.581.91.2006			\$500,004.00	-	\$500,004.00
TOTAL FISCAL YEAR 2010			\$500,004.00	-	\$500,004.00

CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS
FISCAL YEARS 2006/2007 THROUGH 2019/2020
STADIUM IMPROVEMENT CAPITAL FUND
AS OF 7/31/2020

FISCAL YEAR 2011

3006.794506.581.91.2006 - Interfund Trf-Stadium Imp Debt Srv

11/01/2010	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2010	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/04/2011	GJ	TRF DEBT REQ-STADIUM - DEC	\$41,667.00	-	\$41,667.00
02/01/2011	GJ	TRF DEBT REQ-STADIUM-JAN 11	\$41,667.00	-	\$41,667.00
03/01/2011	GJ	TRF DEBT REQ-STADIUM-FEB 11	\$41,667.00	-	\$41,667.00
04/01/2011	GJ	TRF DECT REQ STADIUM-MARCH	\$41,667.00	-	\$41,667.00
05/01/2011	GJ	TRF DEBT REQ-STADIUM-APRIL	\$41,667.00	-	\$41,667.00
06/01/2011	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
07/01/2011	GJ	TRF DEBT REQ - STADIUM - JUNE	\$41,667.00	-	\$41,667.00
08/12/2011	GJ	TRF DEBT REQ-STADIUM-JULY 11	\$41,667.00	-	\$41,667.00
09/01/2011	GJ	TRF DEBT REQ-STADIUM-AUGUST	\$41,667.00	-	\$41,667.00
09/30/2011	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
TOTAL 3006.794506.581.91.2006			\$500,004.00	-	\$500,004.00
TOTAL FISCAL YEAR 2011			\$500,004.00	-	\$500,004.00

FISCAL YEAR 2012

3006.794506.581.91.2006 - Interfund Trf-Stadium Imp Debt Srv

11/01/2011	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2011	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/01/2012	GJ	TRF DEBT REQ-STADIUM-DEC 11	\$41,667.00	-	\$41,667.00
02/01/2012	GJ	TRF DEBT REQ-STADIUM-JAN	\$41,667.00	-	\$41,667.00
03/01/2012	GJ	TRF DEBT REQ STADIUM-FEB 2012	\$41,667.00	-	\$41,667.00
04/01/2012	GJ	TRF DEBT REQ-STADIUM - MARCH 2012	\$41,667.00	-	\$41,667.00
05/01/2012	GJ	TRF DEBT REQ-STADIUM-APRIL	\$41,667.00	-	\$41,667.00
06/01/2012	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
07/01/2012	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/01/2012	GJ	TRF DEBT REQ-STADIUM-JULY	\$41,667.00	-	\$41,667.00
09/17/2012	GJ	TRF DEBT REQ-STADIUM-AUG	\$41,667.00	-	\$41,667.00
09/30/2012	GJ	TRF DEBT REQ-STADIUM-SEPT 2012	\$41,667.00	-	\$41,667.00
TOTAL 3006.794506.581.91.2006			\$500,004.00	-	\$500,004.00
TOTAL FISCAL YEAR 2012			\$500,004.00	-	\$500,004.00

CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS
FISCAL YEARS 2006/2007 THROUGH 2019/2020
STADIUM IMPROVEMENT CAPITAL FUND
AS OF 7/31/2020

FISCAL YEAR 2013

3006.794506.581.91.2006 - Interfund Trf-Stadium Imp Debt Srv

10/31/2012	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
11/30/2012	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/02/2013	GJ	TRF DEBT REQ - STADIUM - DEC	\$41,667.00	-	\$41,667.00
02/15/2013	GJ	TRF DEBT REQ-STADIUM-JAN	\$41,667.00	-	\$41,667.00
03/11/2013	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/01/2013	GJ	TRF DEBT REQ-STADIUM-MARCH 2013	\$41,667.00	-	\$41,667.00
05/01/2013	GJ	TRF DEBT REQ-STADIUM-APRIL	\$41,667.00	-	\$41,667.00
06/30/2013	GJ	TRF DEBT REQ-STADIUM-MAY 13	\$41,667.00	-	\$41,667.00
07/01/2013	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/21/2013	GJ	TRF DEBT REQ-STADIUM-JULY 13	\$41,667.00	-	\$41,667.00
09/01/2013	GJ	TRF DEBT REQ-STADIUM-AUG 13	\$41,667.00	-	\$41,667.00
09/30/2013	GJ	TRF DEBT REQ- STADIUM-SEPT 13	\$41,667.00	-	\$41,667.00
TOTAL 3006.794506.581.91.2006			\$500,004.00	-	\$500,004.00
TOTAL FISCAL YEAR 2013			\$500,004.00	-	\$500,004.00

FISCAL YEAR 2014

3006.794506.581.91.2006 - Interfund Trf-Stadium Imp Debt Srv

11/01/2013	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2013	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/01/2014	GJ	TRF DEBT REQ-SATDIUM-DEC	\$41,667.00	-	\$41,667.00
02/01/2014	GJ	TRF DEBT REQ-STADIUM-JAN 14	\$41,667.00	-	\$41,667.00
03/01/2014	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/01/2014	GJ	TRF DEBT REQ-STADIUM-MARCH	\$41,667.00	-	\$41,667.00
04/30/2014	GJ	TRF DEBT REQ-STADIUM-APR 14	\$41,667.00	-	\$41,667.00
06/01/2014	GJ	TRF DEBT REQ-STADIUM-MAY 14	\$41,667.00	-	\$41,667.00
07/01/2014	GJ	TRF DEBT REQ-STADIUM-JUNE 14	\$41,667.00	-	\$41,667.00
08/01/2014	GJ	TRF DEBT REQ-STADIUM-JULY 14	\$41,667.00	-	\$41,667.00
09/01/2014	GJ	TRF DEBT REQ-STADIUM -AUG 14	\$41,667.00	-	\$41,667.00
09/30/2014	GJ	TRF DEBT REQ-STADIUM-SEPT 14	\$41,667.00	-	\$41,667.00
TOTAL 3006.794506.581.91.2006			\$500,004.00	-	\$500,004.00
TOTAL FISCAL YEAR 2014			\$500,004.00	-	\$500,004.00

CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS
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STADIUM IMPROVEMENT CAPITAL FUND
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FISCAL YEAR 2015

3006.794506.581.91.2006 - Interfund Trf-Stadium Imp Debt Srv

11/01/2014	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
11/30/2014	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
12/31/2014	GJ	TRF DEBT REQ-STADIUM-DEC	\$41,667.00	-	\$41,667.00
02/01/2015	GJ	TRF DEBT REQ-STADIUM-JAN	\$41,667.00	-	\$41,667.00
03/01/2015	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/01/2015	GJ	TRF DEBT REQ-STADIUM-MARCH 15	\$41,667.00	-	\$41,667.00
05/06/2015	GJ	TRF DEBT REQ-STADIUM-APRIL 15	\$41,667.00	-	\$41,667.00
06/01/2015	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
07/29/2015	GJ	TRF DEBT REQ-STADIUM-JUNE 15	\$41,667.00	-	\$41,667.00
08/01/2015	GJ	TRF DEBT REQ-STADIUM-JULY 2015	\$41,667.00	-	\$41,667.00
09/22/2015	GJ	TRF DEBT REQ-STADIUM-AUG 15	\$41,667.00	-	\$41,667.00
09/30/2015	GJ	TRF DEBT REQ-STADIUM-SEPT 15	\$41,667.00	-	\$41,667.00
TOTAL 3006.794506.581.91.2006			\$500,004.00	-	\$500,004.00
TOTAL FISCAL YEAR 2015			\$500,004.00	-	\$500,004.00

FISCAL YEAR 2016

3006.794506.581.91.2006 - Interfund Trf-Stadium Imp Debt Srv

11/01/2015	GJ	TRF DEBT REQ-STADIUM-OCT 15	\$41,667.00	-	\$41,667.00
12/01/2015	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/04/2016	GJ	TRF DEBT REQ STADIUM - DEC 15	\$41,667.00	-	\$41,667.00
02/01/2016	GJ	TRF DEBT REQ-STADIUM-JAN16	\$41,667.00	-	\$41,667.00
03/01/2016	GJ	TRF DEBT REQ-STADIUM-FEB 16	\$41,667.00	-	\$41,667.00
04/01/2016	GJ	TRF DEBT REQ-STADIUM-MARCH 16	\$41,667.00	-	\$41,667.00
05/01/2016	GJ	TRF DEBT REQ-STADIUM-APRIL 16	\$41,667.00	-	\$41,667.00
06/01/2016	GJ	TRF DEBT REQ-STADIUM/MAY 16	\$41,667.00	-	\$41,667.00
07/25/2016	GJ	TRF DEBT REQ-STADIUM-JUNE 16	\$41,667.00	-	\$41,667.00
08/01/2016	GJ	TRF DEBT REQ-STADIUM-JULY 16	\$41,667.00	-	\$41,667.00
09/20/2016	GJ	TRF DEBT REQ-STADIUM-AUG 16	\$41,667.00	-	\$41,667.00
09/30/2016	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
TOTAL 3006.794506.581.91.2006			\$500,004.00	-	\$500,004.00
TOTAL FISCAL YEAR 2016			\$500,004.00	-	\$500,004.00

CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS
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FISCAL YEAR 2017

3006.794506.581.91.2006 - Interfund Trf-Stadium Imp Debt Srv

11/30/2016	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2016	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/03/2017	GJ	TRF DEBT REQ-STADIUM-DEC 16	\$41,667.00	-	\$41,667.00
02/01/2017	GJ	TRF DEBT REQ-STADIUM-JAN 17	\$41,667.00	-	\$41,667.00
03/01/2017	GJ	TRF DEBT REQ-STADIUM-FEB 17	\$41,667.00	-	\$41,667.00
04/01/2017	GJ	TRF DEBT REQ-STADIUM-MARCH 17	\$41,667.00	-	\$41,667.00
05/01/2017	GJ	TRF DEBT REQ-STADIUM-APR 17	\$41,667.00	-	\$41,667.00
06/01/2017	GJ	TRF DEBT REQ-STADIUM-MAY 17	\$41,667.00	-	\$41,667.00
06/30/2017	GJ	TRF DEBT REQ-STADIUM-JUNE 17	\$41,667.00	-	\$41,667.00
08/01/2017	GJ	TRF DEBT REQ-STADIUM-JULY 17	\$41,667.00	-	\$41,667.00
09/18/2017	GJ	TRF DEBT REQ - STADIUM - AUG 17	\$41,667.00	-	\$41,667.00
09/30/2017	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
TOTAL 3006.794506.581.91.2006			\$500,004.00	-	\$500,004.00
TOTAL FISCAL YEAR 2017			\$500,004.00	-	\$500,004.00

FISCAL YEAR 2018

3006.794506.581.91.2006 - Interfund Trf-Stadium Imp Debt Srv

11/01/2017	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2017	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/18/2018	GJ	TRF DEBT REQ-STADIUM-DEC 17	\$41,667.00	-	\$41,667.00
02/01/2018	GJ	TRF DEBT REQ-STADIUM - JAN 18	\$41,667.00	-	\$41,667.00
03/01/2018	GJ	TRF DEBT REQ-STADIUM-FEB 18	\$41,667.00	-	\$41,667.00
04/01/2018	GJ	TRF DEBT REQ-STADIUM-MARCH	\$41,667.00	-	\$41,667.00
05/15/2018	GJ	TRF DEBT REQ-STADIUM-APR 18	\$41,667.00	-	\$41,667.00
06/01/2018	GJ	TRF DEBT REQ-STADIUM-MAY 18	\$41,667.00	-	\$41,667.00
07/01/2018	GJ	TRF DEBT REQ-STADIUM-JUNE 18	\$41,667.00	-	\$41,667.00
08/01/2018	GJ	TRF DEBT REQ-STADIUM-JULY 18	\$41,667.00	-	\$41,667.00
09/01/2018	GJ	TRF DEBT REQ-STADIUM-AUG 18	\$41,667.00	-	\$41,667.00
09/30/2018	GJ	TRF DEBT REQ-STADIUM-SEPT 18	\$41,667.00	-	\$41,667.00
TOTAL 3006.794506.581.91.2006			\$500,004.00	-	\$500,004.00
TOTAL FISCAL YEAR 2018			\$500,004.00	-	\$500,004.00

CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS

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AS OF 7/31/2020

FISCAL YEAR 2019

3006.794506.581.91.2006 - Interfund Trf-Stadium Imp Debt Srv

11/30/2018	GJ	TRF DEBT REQ-STADIUM-OCT 18	\$41,667.00	-	\$41,667.00
12/17/2018	GJ	TRF DEBT REQ-STADIUM-NOV 18	\$41,667.00	-	\$41,667.00
01/17/2019	GJ	TRF DEBT REQ-STADIUM-DEC 18	\$41,667.00	-	\$41,667.00
02/19/2019	GJ	TRF DEBT REQ-STADIUM-JAN 19	\$41,667.00	-	\$41,667.00
03/21/2019	GJ	TRF DEBT REQ-STADIUM-FEB 19	\$41,667.00	-	\$41,667.00
04/16/2019	GJ	TRF DEBT REQ-STADIUM-MAR 19	\$41,667.00	-	\$41,667.00
05/15/2019	GJ	TRF DEBT REQ-STADIUM APR19	\$41,667.00	-	\$41,667.00
06/24/2019	GJ	TRF DEBT REQ-STADIUM-MAY 19	\$41,667.00	-	\$41,667.00
07/17/2019	GJ	TRF DEBT REQ-STADIUM-JUNE 19	\$41,667.00	-	\$41,667.00
08/20/2019	GJ	TRF DEBT REQ-STADIUM-JULY 19	\$41,667.00	-	\$41,667.00
09/18/2019	GJ	TRF DEBT REQ-STADIUM-AUG 19	\$41,667.00	-	\$41,667.00
09/30/2019	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
TOTAL 3006.794506.581.91.2006			\$500,004.00	-	\$500,004.00
TOTAL FISCAL YEAR 2019			\$500,004.00	-	\$500,004.00

FISCAL YEAR 2020

3006.794506.581.91.2006 - Interfund Trf-Stadium Imp Debt Srv

12/17/2019	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/17/2019	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
02/19/2020	GJ	TRF DEBT REQ-STADIUM-JAN 20	\$41,667.00	-	\$41,667.00
03/18/2020	GJ	TRF DEBT REQ-STADIUM-FEB 20	\$41,667.00	-	\$41,667.00
04/27/2020	GJ	TRF DEBT REQ-STADIUM- MAR 20	\$41,667.00	-	\$41,667.00
05/27/2020	GJ	TRF DEBT REQ-STADIUM-APR 20	\$41,667.00	-	\$41,667.00
06/01/2020	GJ	TRF DEBT REQ-STADIUM-MAY20	\$41,667.00	-	\$41,667.00
07/21/2020	GJ	TRF DEBT REQ - STADIUM - JUNE 20	\$41,667.00	-	\$41,667.00
TOTAL 3006.794506.581.91.2006			\$333,336.00	-	\$333,336.00
TOTAL FISCAL YEAR 2020			\$333,336.00	-	\$333,336.00
GRAND TOTAL:			\$6,625,053.00	-	\$6,625,053.00

2) COPY OF THE CONTRACT BETWEEN THE TAMPA BAY
RAYS AND CHARLOTTE COUNTY

CONTRACT NAMES CHARLOTTE SPORTS PARK
AGREEMENT

Charlotte Sports Park Agreement

THIS AGREEMENT is made and entered into this 12th day of September 2006, by and between CHARLOTTE COUNTY, a political division of the state of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County", and the TAMPA BAY DEVIL RAYS, LTD., One Tropicana Drive, St. Petersburg, Florida 33705, hereinafter referred to as the "Rays".

WHEREAS the County and the Rays desire to enter into an agreement for the rehabilitation and use of the Charlotte Sports Park for the purpose for providing a public recreation amenity and hosting the Rays' spring training program.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, it is mutually covenanted and agreed by and between the parties as follows:

1. Terms of Use

The Rays will engage in exclusive spring training in Charlotte County, Florida for a period of twenty (20) years, commencing with the 2009 major league spring training season. For the purpose of this agreement, the term "spring training" shall be deemed to include that period of time each year during the term of this Agreement which involves major and minor league spring training, exhibition games and extended spring training activities, rehabilitation and instructional league.

The County does hereby permit unto the Rays, its successors and assigns, the use of those certain premises located in Charlotte County, Florida, commonly known as the Charlotte Sports Park and related spring training and administrative facilities to be utilized pursuant hereto.

The Rays shall schedule and make a good faith effort to play a minimum of twelve (12) home major league spring training exhibition games during each and every year during the term of this agreement. The Rays shall also make a reasonable effort to ensure that a minimum of three (3) of these games will be held at night.

2. Project Description

The County shall selectively demolish, construct, and/or renovate current stadium, clubhouse, office space, and related practice facilities and build and/or restore on such site for a cost of not more than \$27,188,920 (hereinafter described below as "the Project"):

- (a) An open-air, natural grass stadium meeting first-class Major League Baseball ("MLB") spring standards, with approximately 6,000 fixed seats (including premium seating) and outfield berm and other general admission areas accommodating up to 1,500 fans;

CERTIFIED TRUE COPY
OF THE ORIGINAL
BARBARA T. SCOTT
CLERK OF THE CIRCUIT COURT
CHARLOTTE COUNTY, FLORIDA

BY: [Signature]
DEPUTY CLERK

- (b) An approximately 40,000 sf major and minor league clubhouse facility (including administrative office space dedicated to the Rays' use), team store, and other elements of such stadium;
 - (c) One (1) full-size, grass major league practice field;
 - (d) One (1) grass half-field;
 - (e) Four (4) full-size minor league practice fields;
 - (f) On-site parking for approximately 1,500 vehicles plus player/staff/VIP parking for approximately 175 cars;
 - (g) Miscellaneous infrastructure and site improvements related to the creation of a spring training facility.
 - (h) Other elements as mutually agreed upon by the County and the Rays.
- The site and a preliminary concept plan for the Project are generally outlined in Attachment I.

3. Project Capital Funding

The "all-in" cost of the Project shall total \$27,188,920 dollars, the funding for which shall come by bonding against the following sources:

- (a) The State of Florida: monies made available to the County under Chapter 288.1162, Florida Statutes providing up to \$500,000 annually for 30 years towards the construction or rehabilitation of a spring training facility, as described in Schedule I;
- (b) Charlotte County: the proceeds from hotel tourist tax funds providing \$900,000 in the year of the execution of this Agreement and growing annually for 22 years (minus \$125,000 that shall be deducted in the year of initial occupancy and each year thereafter and placed in a maintenance and operations fund, as described below) and one-time time initial proceeds from hotel tourist tax funds providing \$450,000, as described in Schedule I.
- (c) Tampa Bay Devil Rays: As consideration for its utilization of the facilities, and upon the Rays occupancy of the Project facilities, the Rays agree to pay the County \$595,190 in the year of initial occupancy with payments in successive years, as described in Schedule I.

Based on the financing sources enumerated above, County shall present the Rays a plan of project finance which includes irrevocable commitments and awarding of funds, pursuant to Chapter 288.1162, Florida Statutes, from the State of Florida, all of which, when combined with the obligations and undertakings elsewhere referenced herein, will provide sources of \$27,188,920 (which include architect fees, design fees and construction costs) which are to be irrevocably committed to the renovation of the baseball complex ("the Project Budget").

This financing plan shall be subject to approval of the Rays, which shall not be unreasonably withheld. The County and Rays shall have mutual approval of the design and renovation program for which the financing plan has been irrevocably committed. In the event either the financing plan or

the renovation plan fails to meet the approval of the Rays, the Rays may terminate this agreement upon 30 days' written notice to the County. After a financing plan and renovation plan have been mutually agreed upon, as set forth above, the cost of any change orders that result in a project cost in excess of \$27,188,920, in addition to being mutually agreed upon, shall be the responsibility of the Rays.

The County further agrees that its financing plan shall provide that if the cost of the Project is ultimately less than \$27,188,920 dollars, then the amount by which the cost of construction ("construction" also includes architect and design fees) is less than \$27,188,920 dollars shall be funded and placed in an asset renewal/reserve fund ("Capital Reserve Fund") to be spent on the facility subject to terms and conditions mutually agreed upon by the County and the Rays. Additionally, the County agrees that its financing plan shall provide for accumulated interest earnings on the bond amount during the project construction period ("Accumulated Construction Interest") to be placed in the same Capital Reserve Fund to be spent on the facility subject to the terms and conditions mutually agreed upon by the County and the Rays.

It is further acknowledged by both parties that the final cash proceeds from the financing plan ("Bond Proceeds") may result in an amount available for the renovation plan that is less than \$27,188,920 due to unknown variables such as the actual financing interest rate or impacts of the taxable status of any of the revenue sources as determined by bond council. In the event such Bond Proceeds are less than \$27,188,920, 50% of the "Accumulated Construction Interest" shall be used to fund initial construction of the Project up to a Project Budget of \$27,188,920. If, after 50% of the "Accumulated Construction Interest" is allocated to the Project Budget, the Project Budget is still less than \$27,188,920, the Rays shall have the right to terminate this agreement upon 30 days written notice to the County.

The parties hereto understand that it is the intention of the County to finance the Project by the issuance of its obligations. It is further the intent of the County that the interest on such obligations be excludable from gross income for federal income tax purposes, to the greatest extent possible pursuant to the provisions of the Internal Revenue Code. In furtherance thereof, the Rays agree that it will take all reasonable actions within its control which are necessary in order for the interest on such obligations be excludable from gross income for federal tax purposes.

The County agrees to submit an application to the Florida Sports Foundation for the State of Florida funding described above by October 1st, 2006. If the State of Florida, through the Florida Sports Foundation, fails to grant the County \$500,000 annually for the next 30 years to undertake the

construction, or if County does not accept such grant from the State and begin construction by July 1, 2007, either the Rays or the County may terminate this agreement upon written notice to the other party, without penalty or liability to either party.

4. Project Design and Construction

(a) The County and the Rays shall have mutual approval rights of the final design and construction plans, the architect, contractor and all change orders. The design of the stadium shall be in accordance with current MLB standards. The County shall use its diligent, good faith efforts to perform, or cause to be performed, all construction work on the Project according to the approved construction plans on or before February 1, 2009. In the event possession of the Project is not delivered to the Rays on or before February 1, 2009, the County shall pay the Rays liquidated damages of \$2,200 per day for each day after February 1, 2009, until the Project facilities are occupied by the Rays.

County shall not be assessed liquidated damages in the event the Project is delayed due to damage to, or destruction of, the Project due to hurricane, fire, Acts of God or other casualty; however, in the event such an event causes a delay to the Project such that it is not ready for occupancy by August 1, 2010, the Rays shall have the right to terminate this agreement upon thirty (30) days notice to the County.

(b) The Rays shall have access to the construction project during all normal construction hours and shall receive reasonable notice of and have the right to attend and participate in all meetings between the County and its architect and contractors performing the work on the Project. After a financing plan and renovation plan have been mutually agreed upon, as set forth above, the Rays shall have the right to request the County to make changes to the Project, the construction plans and schedule of completion, and will by obligation pay any cost associated with these changes, provided the cost of such changes cause the cost of the stadium renovations to exceed \$27,188,920. County shall not owe the Rays liquidated damages, nor suffer any penalty or liability whatsoever, in the event the Project cannot be delivered to the Rays by February 1, 2009, due to delays caused by changes to the Project requested by the Rays.

(c) The parties agree to observe the requirements of the Consultants Competitive Negotiation Act, and all other applicable federal, state

and local laws, and engage architectural, engineering, and construction services necessary to design and build the Project.

- (d) The Rays acknowledge that the County has a three year agreement with the South Coast Independent League (the "League") beginning in 2007 and ending in 2009 for the use of the existing Stadium. The Rays agree that the League is entitled to the use of the Stadium pursuant to its agreement with the County and the parties agree to cooperate in coordinating the construction schedule of the Project to accommodate the League's use of the Stadium so long as it doesn't impede the progress of the Project or the Rays use of the Project or Project site, as described in Item 5 below. County agrees to fully enforce its agreement with the League in regard to its conduct and use of the Project facilities.
- (e) For the duration of this agreement, the parties shall have mutual approval rights over any change to the Project site that results in means of pedestrian access to the Project site being created, eliminated, or altered.

5. Rays Rights-of-Use to Project

Upon completion of construction, the Rays shall retain the following rights to use the Project facilities:

- (a) Each day from February 10th through April 3rd of each calendar year ("Spring Training"): The Rays shall have primary use of the stadium, new clubhouses, administrative office space dedicated to the Rays' use, team store, practice fields, and other associated training facilities (batting cages, gang mounds, etc.). During this time, these facilities may be made available to parties other than the Rays, but only with the express written consent of the Rays;
- (b) Each day from April 4th through July 1st ("Extended Spring Training"): The Rays shall have primary use of the new clubhouses, team store, administrative office space dedicated to the Rays' use, the one (1) full-size, grass major league practice field, two (2) minor league practice fields, and other associated training facilities (batting cages, gang mounds, etc.). During these times, these facilities may be made available to parties other than the Rays, but only with the express written consent of the Rays;
- (c) Before 2pm each day from September 1st through October 31st of each calendar year ("Instructional League"): The Rays shall have primary use of the new clubhouses, team store, administrative office space dedicated to the Rays' use, the one (1) full-size, grass major league practice field, two (2) minor league practice fields, and other

associated training facilities (batting cages, gang mounds, etc.). During these times, these facilities may be made available to parties other than the Rays, but only with the express written consent of the Rays;

- (d) At all other times, the Rays shall maintain sole use of the major league clubhouse, administrative office space dedicated to the Rays' use, team store, and the one (1) full-size, grass major league practice field. In addition, the Rays shall retain the right to restrict access to associated training facilities (batting cages, gang mounds, etc.), one (1) minor league practice field, and the minor league clubhouse if they are reasonably required for the Rays' use and upon three (3) weeks notice to the County. County and the Rays agree that a change in the timeline for "extended spring training" and/or the need for the Rays to locate a rookie league team at the Project site constitute a reasonable basis for such access restrictions;
- (e) The Rays and the County shall also make the Project facilities available for up to one week each year, the date to be mutually agreed upon by the parties, for a Devil Rays Fantasy Camp;
- (f) The Rays may use the facility for clinics, camps, and promotional or marketing events throughout the year, provided that three (3) weeks notice is provided to County and such use does not interfere with County's rights of use as described in Item 6 below.

If the Rays choose to locate a Florida State League ("FSL") team at the Project site, the Rays and the County agree to enter into an amendment to this Agreement to provide for the duties, rights, terms and responsibilities of the parties that will be occasioned by the location of said FSL team at the Project site. Notwithstanding the rights described in Item 6 below, County may not allow a minor league baseball franchise affiliated with any MLB team other than the Rays to play home games at the Project site without the express written consent of the Rays. Furthermore, the parties agree that they will not enter into any amendment to this Agreement if such amendment shall adversely affect the exclusion of interest on the County's obligations which financed the Project from gross income for federal income tax purposes.

The Rays shall have complete operating authority over those areas under its control during the use periods defined above, including, but not limited to, the right to manage ticket sales, concessions, merchandise sales, game-day parking, and all other stadium activities during spring training. The Rays will, at all times, make reasonable efforts to cooperate with others, including the County, in exercising its operating authority during its use periods.

The Rays shall make best efforts to furnish the County with its spring training exhibition game schedule and extended spring training time frame use requirements no later than December 1st of the year prior to the next February opening of spring training activities by the Rays.

During the use periods defined above, the Rays may stage non-baseball related events or activities with the express written consent of the County, such consent not to be unreasonably withheld.

The County and the Rays further agree that the Rays may transfer its right to use of certain Project facilities described above to an affiliated entity or subsidiary of the Rays.

6. County Rights-of-Use to Project

Subject to the Rays' rights of use described above, at all other times, the County shall have the right (and is encouraged by the Rays) to use the facility for concerts, plays, sporting events and tournaments or other revenue-producing or civically-oriented events (collectively defined as non-major league baseball-affiliated events) provided that:

- (a) Such events do not damage the playing fields or cause unreasonable wear and tear to the structures;
- (b) Such events are not inconsistent with the image of Major League Baseball and the Rays;
- (c) Such events do not interfere with the Rays operations; and
- (d) Prominent signage is displayed promoting the Rays' affiliation with the Project during these events.

The County shall have responsibility for all costs associated with these events and shall be responsible for all liabilities arising from the County's use of the Project for non-major league baseball-affiliated events.

During the periods of its use of the facility, the County shall also have the right to display marketing signs in the concourse and stadium, provided that such signs are not in conflict with an exclusive Rays marketing partnership and that the cost of displaying such signs is borne by the County.

During the term of this Agreement, the County shall at all times be permitted to continue its present use of County buildings at the Project site for office space and operations.

7. Rays Rights to Project Revenues

The Rays and County agree that for the duration of this agreement, the Rays shall retain:

- (a) All revenues derived from spring training operations, including, but not limited to, all revenues from ticket sales, food/beverage concessions, pouring rights for sodas, water, and other beverages, merchandise and souvenirs, program sales, advertising and signage, luxury suites, and game day parking;
- (b) Exclusive rights to set the price for spring training exhibition game tickets, food/beverage concessions, merchandise and souvenirs, programs, game-day and spring training parking and all other stadium goods and services associated with spring training operations;
- (c) Exclusive rights to all scoreboards, outfield, and other stadium signage. Such rights shall include the right to control the design and layout of all advertising;
- (d) Subject to the approval of County, such approval not to be unreasonably withheld, the right to sell stadium naming rights. The County shall retain the first \$75,000 annually of said stadium naming rights and revenues (which shall grow 3% annually for the term of this Agreement) in a stadium maintenance and operations fund, as described in Schedule 2 and Item 9 below, with the balance of naming rights revenues going to the Rays;
- (e) Subject to the approval of County, not to be unreasonably withheld, the right to locate cellular phone towers within the stadium lighting structures and all revenues derived from the sale of this right, provided that such sale is not in conflict with the County's ability to maximize revenues from its existing cellular phone tower on the Project site.

The Rays and County further agree to work towards a mutually cooperative relationship on concessions during Rays non-primary use time (i.e. restaurant).

8. County Rights to Project Revenues

The Rays and the County agree that for the duration of this agreement, County shall retain all revenues derived from use of the Project for non-major league baseball-affiliated events staged during those periods of the year when the Rays are not entitled to primary use of the Project facilities, as described in Item 5 above. These include all revenues from facility rental fees, administrative fees, ticket sales, food/beverage concessions, pouring rights for sodas, water, and other beverages, merchandise and souvenirs, program sales, signage and non-spring training day parking.

The Rays and County further agree that these revenues will be dedicated by the County to a maintenance and operations fund, as described in Item 9 below and Schedule 2.

9. Maintenance and Capital Repair

- (a) The County shall maintain, repair, and restore all properties at the facility at no cost to the Rays, except the Rays shall provide for housekeeping and cleaning services to the clubhouse and office space it uses at no cost to the County. The County shall maintain all grounds and turf to Major League Baseball standards, said standards to be provided to the County by the Rays; however, the Rays may, at its option, elect to maintain the playing fields during the periods of its primary use. It is further understood that the County will not be responsible for any maintenance, repairs, or restoration related to damage occurring to property as a result of negligent acts or omissions of the Rays, its officers, agents, or employees.
- (b) The County shall keep and maintain the Project at all times in first-class conditions and up to first-class Major League Baseball spring training standards at the time of reference for use as a ballpark by the Rays and visiting clubs, said conditions to be reasonably approved by the Rays. The County acknowledges that the high quality conditions shall be in place prior to the beginning of and shall continue throughout each spring training season at no expense to the Rays, provided that the Rays may at its option elect to maintain the playing fields during the periods of its primary use. The County shall maintain all facilities and undertake all of its other obligations under this agreement in a manner consistent with other spring training facilities.
- (c) The Rays shall not be required to make any capital investment or expenditure related to the renovations of the facilities as hereinbefore described, or its amenities, except as set forth in Item 4 above.
- (d) If Project facilities are not maintained to the high-quality standards described above, the Rays shall send the County written notice describing what conditions it deems to be sub-standard. Upon receipt of such notice, County shall within 30 days respond in writing to the Rays concerns with a detailed remediation plan. In the event the County's remediation plan is not satisfactory to the Rays, the parties agree to submit any disputes to the resolution procedures described in Item 25.
- (e) In order for the County to fulfill its maintenance and operations obligations described above, the County and the Rays agree to

dedicate the following sources of funds to an annual Maintenance and Operations Fund ("M&O Fund"), described below and in Schedule 2:

- (1) The County agrees to dedicate \$387,043 in County funds, representing the net maintenance and operations budget of the existing facility, to the M&O Fund in the year of initial occupancy. Such payment shall grow by 3% annually for the duration of the term of this Agreement;
 - (2) The Rays, as consideration for primary use of the facility, agree to a payment of \$116,550 to the M&O Fund in the year of initial occupancy. Such payment shall grow annually by 3% for the duration of the term of this Agreement;
 - (3) The County and the Rays agree, as described in Item 7 above, that the County shall retain the first \$75,000 of revenues from stadium naming rights for dedication to the M&O Fund in the year of initial occupancy. Such payment to the M&O Fund from naming rights revenues shall grow annually by 3% for the duration of the term of this Agreement;
 - (4) The County shall commit \$125,000 of hotel tax revenue to the M&O Fund in the year of initial occupancy. Such payment will be made annually for the duration of the term of this Agreement; and
 - (5) The County agrees to commit all revenues derived from use of the Project for non-major league baseball-affiliated events to the M&O Fund. Such revenues are estimated to be \$220,000 in the year of initial occupancy and are expected to grow annually by 3% for the duration of the term of this Agreement.
- (f) The County and the Rays agree that if, in any given year, actual maintenance and operations costs are less than the amount dedicated to the M&O Fund (as described above and in Schedule 2), the difference will be transferred into the Capital Reserve Fund. This will be reviewed annually at the end of the County fiscal year.
- (g) It is recognized that during the construction phase of the renovation plan, the County may incur revenue losses and maintenance savings. To the extent that revenue losses exceed maintenance savings ("Construction Period Losses"), any subsequent maintenance savings, as defined above, would first go towards reimbursing the County as compensation for Construction Period Losses rather than into the Capital Reserve, as defined above.
- (h) The use of the Capital Reserve Fund will be reviewed and approved by both parties. Capital repair and improvements will be given highest priority.

10. Community Benefits

The Rays shall also provide the County with the following amenities, marketing tools, and other community benefits:

- (a) For the duration of this agreement, the Rays agree to provide 30 tickets and one luxury suite per spring training exhibition game for use by County for each such game;
- (b) During the first five (5) years of this agreement, the Rays agree to provide each year 5,000 free tickets to Rays regular season home games to Charlotte County youth groups;
- (c) During each annual Major League Baseball season a marketing package as set forth below:
 - (1) A half-page ad in the regular season souvenir program;
 - (2) Visual message board announcement during each regular season home game played at Tropicana Field proclaiming Charlotte Harbor & the Gulf Islands as the "Official Spring Training Home of the Tampa Bay Devil Rays" and displaying a toll free number and website provided by County;
 - (3) Time to air one 30-second feature ad during each home pre-game on the main scoreboard within one hour of the first pitch, said ad provided by County and subject to approval of the Rays;
 - (4) One visible concourse sign at Tropicana Field;
 - (5) At the request of the Charlotte County Visitor's Bureau, the Rays shall purchase one full-page advertisement in the Visitor's Bureau's annual Official Visitor's Guide at a rate of \$1,450 and participate in co-op advertising with the Visitor's Bureau in the annual Official VISIT FLORIDA Vacation Guide and other mutually beneficial marketing initiatives;
 - (6) To the extent permitted by Major League Baseball Advanced Media ("MLBAM") or the applicable MLB entity at no cost to the Rays, the Rays agree to cross-promotional website links on the spring training section of the official Devil Rays website and on the official Charlotte County tourism website;
 - (7) The Rays agree to work with the County in developing marketing tourism packages that include tickets to at least one spring training exhibition game and to forward information about these packages to season ticket holder (regular season) mailing and/or e-mail lists;
 - (8) For the first (5) years of this agreement and to the extent the Rays produce their own over-the-air ("OTA") television broadcasts, the Rays agree to provide the Charlotte County Visitor's Bureau with time to air one 30-second commercial on each such OTA broadcast.

The copy for the ads and announcements shall be prepared by the Charlotte County Visitor's Bureau and supplied directly to the Rays for distribution, with the express understanding that said ads and announcements will be periodically updated during each baseball season and subject to the approval of the Rays. The Charlotte County Visitor's Bureau shall update all printed ad copy annually, which shall be subject to approval of the Rays. The Charlotte County Visitor's Bureau agrees to pay the cost of production of print advertisement, scoreboard features, and concourse sign and to pay the cost of installation, updating, and repair of the concourse sign.

It is acknowledged that said announcements, print ads, signs, and scoreboard features are to be used solely for the purpose of promoting and advertising the tourism attributes and attractions of Charlotte Harbor & the Gulf Islands and shall not be resold by the County;

- (d) During the first five (5) years of this agreement, the Rays agree to participate in a tourism sales mission each year at a home game during the regular season for up to forty (40) people, providing admission and light refreshments and one luxury suite in order to promote Charlotte Harbor & the Gulf Islands. Dates of the sales mission will be mutually agreed upon by both the Rays and the Charlotte County Visitor's Bureau annually. This provision shall be revisited after five (5) years;
- (e) If the Rays sell a score book at spring training exhibition games, the Rays shall provide Charlotte County Visitor's Bureau a free page in such score book. The Charlotte County Visitor's Bureau will provide the material to be printed, which will be subject to the approval of the Rays;
- (f) While the County acknowledges that there are circumstances that might not make this possible at all times, the Rays, in cooperation with the Charlotte County Visitor's Bureau, agree to use reasonable efforts to locate and secure housing for the Rays players and support staff in Charlotte County. The Rays agree to work with the Charlotte County Visitor's Bureau in scheduling accommodations for visiting teams with Charlotte County as well;
- (g) The parties hereto expressly recognize and agree that the County is undertaking a substantial financial responsibility. It is, therefore, understood and agreed that the Rays will cooperate fully with the County in its efforts to promote the development and success of baseball in Charlotte County. The Rays agree that it will make a good

faith effort, subject to Major League Baseball's rules and regulations, to see that personnel and players will be made reasonably available to participate in cooperative activities involving the promotion and development of professional baseball in Charlotte County;

- (h) The Rays agree to assign a dedicated team liaison to work with the County and the Visitor's Bureau on promotional and public relations efforts;
- (i) The Rays agree to establish a scholarship fund that covers the cost of sending a minimum of three (3) underprivileged Charlotte County children to summer camp. The Rays further agree to work with Charlotte County Parks, Recreation and Cultural Resources Department to kick off this scholarship campaign with a media event;
- (j) The Rays agree, in coordination with the County Parks, Recreation and Cultural Resources Department to stage workshops and clinics annually in Charlotte County to educate and benefit the community.

11. Utilities

County shall pay all utility charges, including but not limited to water, sewer, electricity, and trash removal.

12. Public Services

County will provide all appropriate public services, including without limitation, interior and exterior security, paramedical, crowd and traffic control, at appropriate levels of coverage for all events

13. Day of Game Operations

The Rays will provide for all stadium operations and services during the Rays' spring training exhibition games, it being understood by and between the parties that included therein shall be the costs for advance promotion, advertising, sales, and distribution of tickets to all games, stadium cleanup, ushers, parking attendants, concession attendants, and any other personnel necessary to allow a game to take place.

14. Rays Parking

The Rays shall be responsible for access and security within parking areas designated for its players and support staff. County shall not be responsible for the security of any vehicles parked near the clubhouse. It is understood that the Rays shall be responsible for security of the clubhouse and office space being utilized by the Rays. The County shall install a secure, fenced, and lighted parking area near the clubhouse and offices for use of the Rays and shall provide reasonable security in such parking area for the protection of the members and the Rays.

The Rays will be responsible for attaining, coordinating and/or funding off-site parking for games or events requiring more than 1500 spaces and the County agrees to use its best efforts to assist the Rays in this endeavor.

15. Rays Right to Make Interior Improvements

The Rays shall have the right, from time to time and at its expense, to make all such improvements to, and decorate the interior of the property covered hereunder, as shall be reasonably necessary or appropriate, in the Rays' judgment, for the conduct thereon of its business. Prior to the commencement of any such major alteration, improvement, or decoration, the Rays shall submit said plans and specifications to the County Parks Director or designee for review and approval. If within thirty (30) days after such plans and specifications have been submitted and delivered by the Rays to the County Parks Director or designee for such approval, and the County Parks Director or designee shall not have given the Rays notice of disapproval thereof, stating the reason for such disapproval, then the plans and specifications shall be considered approved by the County for the purposes of this agreement. Such approval, however, will not relieve the Rays of the obligation to seek all other public approvals required under the laws of Charlotte County and/or the State of Florida.

16. Zoning and Land Use Approvals

The County will provide or secure all zoning, subdivision, land use, curb cut, construction, and all other necessary governmental or quasi-governmental approvals, licenses, and permits necessary to construct and operate the Project.

17. Environmental Remediation

County will by June 1, 2007, remediate any environmental, geodetic, or other site conditions that would adversely impact the cost or speed with which the Project can be completed. The Rays shall not be liable for any pre-existing environmental conditions of the Project site. Any costs of environmental remediation will be paid out of the Project Budget, provided that if such remediation costs exceed \$1,000,000 then the parties may terminate the Project without penalty.

18. Insurance, Liabilities, and Indemnities

- (a) The Rays agree to and will at all times defend, indemnify, save, and hold harmless the County from any and all damages, liabilities, claims, demands, expenses, and costs arising out of, or in connection with, any use of the Project facilities by the Rays, its agents, officers, servants or employees, resulting from or any manner arising out of this Agreement with the County, excepting only liability resulting solely from negligence of the County, its agents, invitees, or employees. Subject to the above exception, the Rays shall, upon

request from the County, defend and satisfy any and all suits arising from its use of the Project facilities or site.

(b) The Rays shall maintain liability insurance in the amounts of \$1,000,000 per occurrence and \$2,000,000 annual aggregate and shall designate the County as an additionally named insured to protect County from any liability arising from the use of the Project facilities or site by the Rays. The parties agree to review these amounts every five years. Certificates of insurance shall be provided to County by the Rays prior to the start of Spring Training reflecting liability insurance in the amounts set forth above as well as workers compensation insurance in the coverage amount of at least \$1,000,000 and automobile insurance in the coverage amount of at least \$1,000,000. The County further agrees to supply the Rays with certificates of insurance reflecting the County's worker's compensation and public liability and property damage insurance coverage currently in place.

(c) The County shall be liable for, and to the extent provided by law, shall indemnify, defend, and hold harmless the Rays and all of its officers, agents, and employees from, any lawsuit, claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the County, its agents, or employees, including claims arising under worker's compensation or other applicable laws for County employees and maintenance personnel working on the Project site, during the performance of this Agreement; except that neither the County, its agents, or its employees will be liable under this item for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Rays or any of its officers, agents, or employees during the performance of this Agreement. In the event of any lawsuit, claim, loss, damage, cost, charge, or expense involving the joint or concurrent fault of the Rays and the County, each party agrees to bear their own respective damages, loss, liability and costs (excluding attorneys' fees and costs) incurred by each party in proportion to its contribution to the aforementioned actions. In such cases, neither party shall be required to defend or bear the cost of defense of the other party.

19. Disaster Preparations

The Rays agree that the County may, at the County's reasonable discretion, use the Project as a staging area for disaster preparations, response, or other related emergency uses, provided that such use of the Project will not damage the Project so it is unfit to be used for its customary purpose. In the event County elects to use the Project for such a use, County agrees to restore the Project and Project site to the conditions existing prior to said use at the sole cost of County.

20. Taxes

It is the intent of the County and the Rays that the Project (land and improvements) shall be exempt from ad valorem taxes throughout the term of this Agreement.

21. Rights of Assignment

The rights granted to the Rays pursuant to this agreement shall not be assigned, except with the express written consent of the County, except that the Rays may assign this agreement in connection with a sale, merger, re-organization, or other disposition of the Rays or its Major League Baseball franchise so long as the assignee expressly assumes the Rays' obligations and liabilities hereunder. The County shall not assign this agreement without the prior written consent of the Rays.

22. Subordination to MLB Documents

This Agreement and any rights or exclusivities granted by the Rays hereunder shall in all respects be subordinate to each of the following, as may be amended from time to time (collectively, "MLB documents"):

- (a) Any present or future agreement entered into by, or on behalf of, any of the MLB entities or affiliates, or the member clubs acting collectively; or
- (b) The present and future mandates, rules, regulations, policies, bulletins, or directives issued or adopted by the Commissioner or the MLB entities.

The issuance, entering into, amendment or implementation of any of the MLB Documents shall be at no cost or liability to any MLB entity or affiliate or to any individual or entity related thereto.

No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the MLB entities) are conferred by this Agreement, except as specifically approved in writing by MLBAM or the applicable MLB entity.

23. Media Rights

It is expressly acknowledged and agreed by and between the parties that the County has no rights to, and shall receive no revenues from, the Rays' radio or internet broadcast or televising of any games played by the Rays, nor shall the County participate, in any manner, in determining when said games shall be scheduled, televised, or broadcast. The Rays and certain Major League Baseball entities shall have the sole and exclusive rights to record and/or transmit (or to license others to record and/or transmit) any Major League Baseball games played at the stadium via any technology now existing or hereinafter devised (including, without limitation, transmission via over-the-air television, cable television, radio, or on-line

technologies). The Rays shall own all worldwide copyright and all other rights in such games and the recordings and transmissions thereof. All rights to license any transmissions of any portions of the games, including the right to receive and retain all revenues generated from the sale or licensing of such transmission rights, shall belong solely and exclusively to the Rays and certain Major League Baseball entities. The County shall not either (a) record or transmit, or permit others to record or transmit, via any medium all or any part of the games played at the stadium, or (b) otherwise take any other action which is inconsistent with the terms and conditions of this Item 23.

24. Force Majeure

- (a) In the event that the Stadium is damaged or destroyed by hurricane, fire or other Act of God or casualty, the County shall, if practicable, cause the Stadium to be repaired or restored as soon as reasonably possible, and the amounts payable by the Rays hereunder shall be abated for the period from the date of casualty until the completion of the repairs or restoration of such portion or portions of the Stadium as shall have been rendered unusable by such damage.
- (b) If the County, in its sole determination, decides that it is not practicable to repair the Stadium it may elect to terminate this Agreement without penalty. Such election shall be exercised by the County by giving written notice thereof to the Rays within ninety (90) days after such casualty occurs. If the County elects to terminate the Agreement, any payments due from the Rays for future events shall cease to accrue as of the date of such casualty. The Rays shall be required to pay to County any monies owed to County for events that occurred prior to any such casualty.
- (c) If the County elects not to terminate this Agreement, it shall so notify the Rays by written notice within said ninety (90) days specifying the period of time within which the County reasonably estimates that the Stadium may be repaired or restored to its condition prior to the casualty. If such period of time exceeds one (1) year from the start of the repair or restoration to completion, then the Rays may terminate this Agreement without penalty, and shall provide written notice to County of said termination within ninety (90) days of the date of receipt of the notice from the County to the Rays referred to above.

25. Settlement of Disputes Arising Under the Agreement

- (a) Any controversy which shall arise between the Rays and the County regarding the rights, duties, or liabilities hereunder of either party shall be immediately communicated to the other party. In an attempt to settle, the parties agree to non-binding mediation in Charlotte County, Florida, pursuant to the laws of the State of Florida.

(b) This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. In the event any litigation arises between the parties in connection with this Agreement, venue for said litigation shall lie exclusively in Charlotte County, Florida.

26. Entire Agreement

This agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied on any representation, express or implied, not contained in this agreement or the simultaneous or prior writing heretofore. All prior understandings, terms or conditions are deemed to merge in this agreement and this agreement cannot be changed or supplemented orally, but only by an agreement in writing, and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

27. Severability

If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

28. Rights of Renewal

The Rays shall have five (5) options of renewing this agreement for an additional one (1) year period under the same terms and conditions hereof by giving County written notice of its intention to renew same not less than ninety (90) days prior to the expiration of the term hereof.

29. Notice

Any notice required or permitted to be sent hereunder shall be sent by certified mail, return receipt requested, to the parties at the addresses listed below:

If to County:
County Administrator
18500 Murdock Circle
Port Charlotte, FL 33948-1094

with a copy to:
Director Parks, Recreation
and Cultural Resources
2300 El Jobean Road
Port Charlotte, FL 33948

If to Tampa Bay Devil Rays:
Mr. John P. Higgins
Tropicana Field
One Tropicana Drive
St. Petersburg, FL 33705

30. Contact Persons

The parties agree to designate one or more employees to whom all communications pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.

31. Authority to Execute

County and Rays both warrant to the other that they, and the persons executing this Agreement on behalf of each of them, have the right, power and authority to execute this Agreement.

32. Effective Date

This Agreement shall become effective upon the filing thereof in the public records of the Clerk of the Circuit Court of Charlotte County, Florida.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first mentioned above.

TAMPA BAY DEVIL RAYS, LTD.

By: Matthew P. Silverman
Matthew P. Silverman, President

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 7th day of September, 2006 by Matthew P. Silverman, President of Tampa Bay Devil Rays, Ltd., who is personally known to me or who has produced N/A as identification.

John P. Higgins
NOTARY PUBLIC

My commission expires **John P. Higgins**



Commission # DD357356
Expires October 30, 2008
Banded Troy Pain - Insurance, Inc. 800-855-7019

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: Thomas G. Moore
Thomas G. Moore, Chair

ATTEST:
Barbara T. Scott, Clerk of the Circuit
Court and Ex-Officio Clerk of the
Board of County Commissioners

By: Barbara T. Scott
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: Janette S. Knowlton
Janette S. Knowlton
County Attorney 06-444 06

SCHEDULE I: PROJECT CAPITAL FUNDING SOURCES

	<i>State of Florida</i>	<i>Charlotte County funds (4th cent - one time)</i>	<i>Charlotte County funds (4th cent tourist tax)</i>	<i>Charlotte County funds (5th cent tourist tax)</i>	<i>Tampa Bay Devi Rays (payment)</i>
2007	\$ 500,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ -
2008	\$ 500,000	\$ -	\$ 463,500	\$ 463,500	\$ -
2009	\$ 500,000	\$ -	\$ 352,405	\$ 477,405	\$ 595,190
2010	\$ 500,000	\$ -	\$ 366,727	\$ 491,727	\$ 566,546
2011	\$ 500,000	\$ -	\$ 381,479	\$ 506,479	\$ 537,042
2012	\$ 500,000	\$ -	\$ 396,673	\$ 521,673	\$ 506,653
2013	\$ 500,000	\$ -	\$ 412,324	\$ 537,324	\$ 475,353
2014	\$ 500,000	\$ -	\$ 428,443	\$ 553,443	\$ 443,114
2015	\$ 500,000	\$ -	\$ 445,047	\$ 570,047	\$ 409,907
2016	\$ 500,000	\$ -	\$ 462,148	\$ 587,148	\$ 375,704
2017	\$ 500,000	\$ -	\$ 479,762	\$ 604,762	\$ 340,475
2018	\$ 500,000	\$ -	\$ 497,905	\$ 622,905	\$ 304,190
2019	\$ 500,000	\$ -	\$ 516,592	\$ 641,592	\$ 266,815
2020	\$ 500,000	\$ -	\$ 535,840	\$ 660,840	\$ 228,320
2021	\$ 500,000	\$ -	\$ 555,665	\$ 680,665	\$ 188,669
2022	\$ 500,000	\$ -	\$ 576,085	\$ 701,085	\$ 147,829
2023	\$ 500,000	\$ -	\$ 597,118	\$ 722,118	\$ 105,764
2024	\$ 500,000	\$ -	\$ 618,781	\$ 743,781	\$ 100,000
2025	\$ 500,000	\$ -	\$ 641,095	\$ 766,095	\$ 100,000
2026	\$ 500,000	\$ -	\$ 664,078	\$ 789,078	\$ 100,000
2027	\$ 500,000	\$ -	\$ 687,750	\$ 812,750	\$ 100,000
2028	\$ 500,000	\$ -	\$ 712,133	\$ 837,133	\$ 100,000
2029	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2030	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2031	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2032	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2033	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2034	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2035	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2036	\$ 500,000	\$ -	\$ -	\$ -	\$ -

SCHEDULE 2: PROJECT MAINTENANCE AND OPERATIONS FUNDING SOURCES

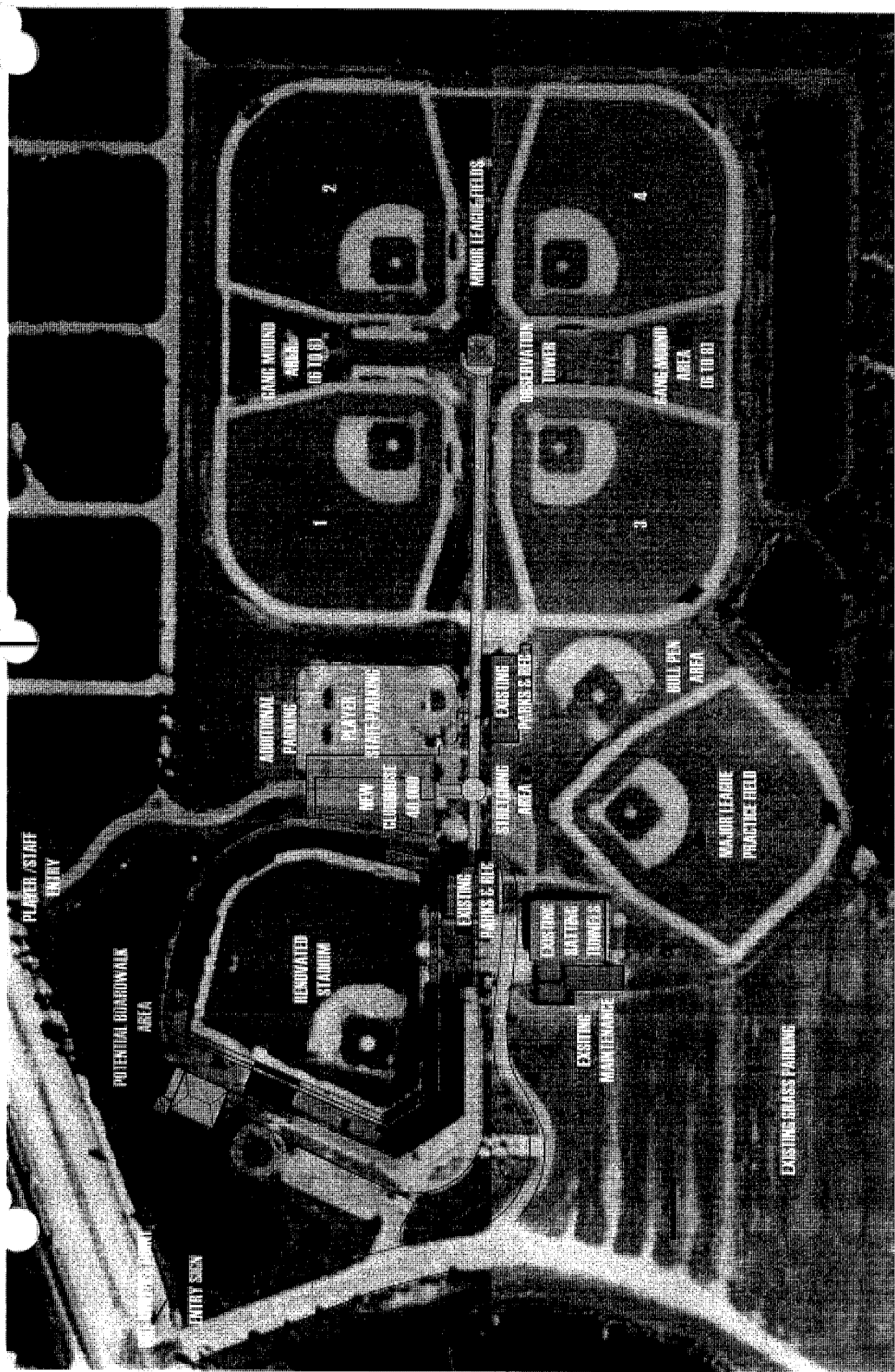
	Charlotte County funds (Existing M&O budget)	Charlotte County funds (4th cent tourist tax)	Naming rights (County share)	Other event revenues	Tampa Bay Devil Rays (payment)	TOTAL
2009	\$ 387,043	\$ 125,000	\$ 75,000	\$ 220,000	\$ 116,550	\$ 923,593
2010	\$ 398,654	\$ 125,000	\$ 77,250	\$ 226,600	\$ 120,047	\$ 947,551
2011	\$ 410,614	\$ 125,000	\$ 79,568	\$ 233,398	\$ 123,648	\$ 972,227
2012	\$ 422,932	\$ 125,000	\$ 81,955	\$ 240,400	\$ 127,357	\$ 997,644
2013	\$ 435,620	\$ 125,000	\$ 84,413	\$ 247,612	\$ 131,178	\$ 1,023,823
2014	\$ 448,689	\$ 125,000	\$ 86,946	\$ 255,040	\$ 135,113	\$ 1,050,788
2015	\$ 462,150	\$ 125,000	\$ 89,554	\$ 262,692	\$ 139,167	\$ 1,078,562
2016	\$ 476,014	\$ 125,000	\$ 92,241	\$ 270,572	\$ 143,342	\$ 1,107,169
2017	\$ 490,294	\$ 125,000	\$ 95,008	\$ 278,689	\$ 147,642	\$ 1,136,634
2018	\$ 505,003	\$ 125,000	\$ 97,858	\$ 287,050	\$ 152,071	\$ 1,166,983
2019	\$ 520,153	\$ 125,000	\$ 100,794	\$ 295,662	\$ 156,633	\$ 1,198,242
2020	\$ 535,758	\$ 125,000	\$ 103,818	\$ 304,531	\$ 161,332	\$ 1,230,439
2021	\$ 551,831	\$ 125,000	\$ 106,932	\$ 313,667	\$ 166,172	\$ 1,263,603
2022	\$ 568,386	\$ 125,000	\$ 110,140	\$ 323,077	\$ 171,158	\$ 1,297,761
2023	\$ 585,437	\$ 125,000	\$ 113,444	\$ 332,770	\$ 176,292	\$ 1,332,944
2024	\$ 603,000	\$ 125,000	\$ 116,848	\$ 342,753	\$ 181,581	\$ 1,369,182
2025	\$ 621,090	\$ 125,000	\$ 120,353	\$ 353,035	\$ 187,029	\$ 1,406,507
2026	\$ 639,723	\$ 125,000	\$ 123,964	\$ 363,626	\$ 192,639	\$ 1,444,953
2027	\$ 658,915	\$ 125,000	\$ 127,682	\$ 374,535	\$ 198,419	\$ 1,484,551
2028	\$ 678,682	\$ 125,000	\$ 131,513	\$ 385,771	\$ 204,371	\$ 1,525,338
2029*	\$ 699,043	\$ 125,000	\$ 135,458	\$ 397,344	\$ 210,502	\$ 1,567,348
2030*	\$ 720,014	\$ 125,000	\$ 139,522	\$ 409,265	\$ 216,817	\$ 1,610,618
2031*	\$ 741,614	\$ 125,000	\$ 143,708	\$ 421,543	\$ 223,322	\$ 1,655,187
2032*	\$ 763,863	\$ 125,000	\$ 148,019	\$ 434,189	\$ 230,022	\$ 1,701,092
2033*	\$ 786,779	\$ 125,000	\$ 152,460	\$ 447,215	\$ 236,922	\$ 1,748,375

*If applicable (i.e., rights of renewal are exercised)



Section Submittal – B





**AMENDMENT TO CHARLOTTE SPORTS PARK AGREEMENT BETWEEN
CHARLOTTE COUNTY, FLORIDA AND TAMPA BAY RAYS BASEBALL, LTD.**

THIS AMENDMENT TO THE CHARLOTTE SPORTS PARK AGREEMENT, hereinafter referred to as the "Amendment", is made and entered into this 26 day of January, 2010, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County", and TAMPA BAY DEVIL RAYS LTD., n/k/a TAMPA BAY RAYS BASEBALL LTD., One Tropicana Drive, St. Petersburg, Florida 33705, hereinafter referred to as the "Rays".

FINDINGS

WHEREAS, on or about September 12, 2006, the County and the Rays entered into the Charlotte Sports Park Agreement (hereinafter the "Agreement") whose purpose was for the rehabilitation and use of the Charlotte Sports Park (hereinafter the "Sports Park") as well as providing for a public recreation amenity and hosting the Rays' spring training program; and

WHEREAS, pursuant to the terms of the Agreement, the County is responsible for maintaining the playing fields at the Sports Park but the Rays have the option of electing to maintain the playing fields during the periods of their primary use; and

WHEREAS, the Rays have requested that County permit the Rays to maintain the Sports Park Fields, as defined herein, on a year-round, full time basis; and

WHEREAS, County and Rays now desire to amend the Agreement to provide for the Rays assuming year-round, full time, responsibility for the maintenance of the Sports Park Fields at the Sports Park.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Purpose.

The purpose of this Amendment is to provide for the assumption of year-round responsibility for maintaining the Charlotte Sports Park stadium field and 5½ practice fields within the Sports Park complex (hereinafter "Sports Park Fields") by the Rays beginning January 12, 2010 (the "Effective Date").

2. SPORTS PARK FIELDS MAINTENANCE.

Rays groundskeeping staff will provide all necessary field maintenance and support for all activities on the Sports Park Fields, including, but not limited to Rays spring training games, Gulf Coast League games, and "non-major league baseball-affiliated events" as defined in Section 6 of the Agreement as concerts, plays, sporting events and tournaments or other revenue-producing or civically-oriented events. The Rays will also assume the County's responsibility to provide field management maintenance and support for the Florida State League team as

outlined in the County's Stadium Lease Agreement with Ripken-Rays Florida Baseball LLC. County acknowledges, and Rays agree, that the Rays have a thorough understanding of the maintenance standards necessary to maintain the Sports Park Fields pursuant to the terms of this Amendment.

3. SPORTS PARK FIELDS MAINTENANCE STAFFING PLAN.

(a) The field maintenance staff for the Sports Park Fields shall be hired and employed by the Rays and will consist of a Head Groundskeeper, Field Maintenance Supervisor, who will report directly to the Head Groundskeeper, six full-time groundskeepers, staff equipment mechanic, and all seasonal and part-time employees who shall report to the Field Maintenance Supervisor. Additionally, the Field Maintenance Supervisor will manage any contracted service providers for field maintenance. Within thirty (30) days of the effective date of this Amendment, Rays agree to interview, and consider hiring, field maintenance staff currently employed by County for employment as Rays field maintenance staff for the Sports Park Fields.

(b) The Rays and County acknowledge the stadium playing field drainage issues which arose during the 2009 baseball season. The County agrees that the Rays are not responsible for any current or future stadium playing field structure or performance issues resulting from either the original construction of the field or from field maintenance by the County which began in January 2009 and will run through the end of the implementation of the Playing Field Action Plan noted below and attached hereto as Attachment A. After the Playing Field Action Plan has been completed Rays shall assume sole responsibility for the maintenance of the stadium playing field. In the event that the Playing Field Action Plan does not adequately resolve the underlying stadium field drainage issues, the Rays are not responsible for any future stadium playing field improvements to address those drainage concerns identified in Attachment A.

(c) To address the stadium playing field drainage concerns, the County will implement the attached Playing Field Action Plan. The County acknowledges that the Rays shall assume no costs associated with the Playing Field Action Plan, including any additional material or labor costs associated with any element of the follow-up protocol, which may be undertaken after January 12th, 2010, including on-going costs associated with acid injection. The County will provide all necessary resources to complete the implementation of the Playing Field Action Plan including the 31-60 day follow up, projected to end no later than February 5th, 2010.

(d) Any potential future field maintenance or reconstruction of any or all of the Sports Park Playing Fields that are unrelated to the stadium field drainage issues identified herein, and the costs for such field maintenance or reconstruction that are not the responsibility of the Rays under the terms of this Amendment, shall be mutually negotiated and agreed upon by Rays and County.

(e) Rays agree to abide by all applicable laws, rules, ordinances and regulations of any federal, state or local governments or agencies in the performance of any work, services or other obligations required of the Rays under the terms of this Amendment.

4. DUTIES OF RAYS SPORTS PARK FIELDS MAINTENANCE SUPERVISOR AND STAFF.

(a) The Field Maintenance Supervisor is a working foreman who assists the Rays Head Groundskeeper in the maintenance of the Sports Park Fields. The Field Maintenance Supervisor will meet with designated County Parks, Recreation and Cultural Resources Staff on a weekly basis to review field conditions, work plans, and discuss upcoming activities including any upcoming use of the Sports Park Fields by either County or Rays. Field Maintenance Supervisor responsibilities shall include, but are not limited to:

- Ensuring the Sports Park Fields are properly maintained to Major League Baseball, Tampa Bay Rays and County specifications
- Addressing the field preparation needs of managers, coaches, trainers and players
- Maintaining a high-level working knowledge of herbicides and pesticides
- Supervising day to day work activities of groundskeepers, including providing daily work direction and task assignment
- Addressing groundskeeper's performance issues
- Making weekly schedule for staff
- Evaluating groundskeeper's performance on an annual basis
- Acting on other duties or projects assigned by the Head Groundskeeper or front office personnel.

(b) The Rays full-time, seasonal and part-time groundskeepers will be responsible for maintaining the Sports Park Fields according to Major League Baseball, Tampa Bay Rays and County standards. Responsibilities shall include the following:

- Applying ball field mechanics, e.g. ensuring accurate distances and measurements
- Working with different types of clay and clay conditioners
- Working with natural and artificial turf
- Working game days - pre-game preparation, raking infield during games, post-game clean up
- Building and maintaining pitching mounds and home plates
- Mowing and edging fields to ensure a safe playing field and appropriate appearance
- Maintaining common areas surrounding facilities
- Maintaining irrigation systems and performing all necessary irrigation of the Sports Park Playing Fields to Major League Baseball, Tampa Bay Rays and County standards.
- Working with herbicides and pesticides
- Safely using all equipment required for above
- Additional duties and projects as required by Head Groundskeeper or Field Maintenance Supervisor.

5. SPORTS PARK FIELDS MAINTENANCE EQUIPMENT.

(a) All equipment necessary to maintain the Sports Park Fields, with the exception of the equipment provided to the Rays by County pursuant to paragraph 5(b) of this Amendment, shall be provided by and paid for by the Rays.

(b) Charlotte County Parks and Recreation will provide the Rays a full list of all County owned field maintenance equipment available for the use of the Rays. ("County Field Maintenance Equipment"), attached hereto as Attachment B, noting (1) the condition of each

piece and hours logged, (2) copies of all maintenance plans and warranty materials, (3) instruction materials, (4) a recommended protocol regarding equipment servicing, and (5) the long-term replacement plan for each piece. The County will continue to maintain all warranties on the County Field Maintenance Equipment, and will be responsible for processing all warranty requests in a timely manner.

(c) The Rays shall provide and pay for regular maintenance for the County Field Maintenance Equipment; however, the County will perform annual reel grinding for all appropriate County Field Maintenance Equipment at County's expense. The Rays staff mechanic will service the County Field Maintenance Equipment on a regular and as-needed basis. The County will conduct semi-annual inspections of the County Field Maintenance Equipment. Any necessary repair or replacement of the County Field Maintenance Equipment, including emergency repairs or replacements, will be agreed-upon by both the Rays and the County. The County will maintain all appropriate insurance on the County Field Maintenance Equipment.

(d) The County will arrange for the delivery of gas and diesel fuel for the field maintenance equipment at no charge to the Rays, but the cost of the gas and diesel fuel shall be paid for by the Rays to County at the current contract price in effect under County's annual contract for gas and diesel fuel purchases.

6. SPORTS PARK FIELDS MAINTENANCE MATERIALS AND SUPPLIES.

(a) The Rays shall be responsible for providing and paying for all maintenance materials and supplies necessary to maintain the Sports Park Fields, including, but not limited to fertilizer, herbicides/pesticides, clay and clay conditioner, nets, protective screens, wind screens, top dressing sand, overseeding supplies, chalk, uniforms, and small tools (e.g. rakes, shovels, brooms, edgers, weed-eaters).

(b) The Rays will also provide all Field Maintenance office supplies, including janitorial supplies, office equipment, phones, computers and other such items and shall be responsible for any and all costs, billings or charges related to same. The County will provide safe and professional work space, including office, garage and storage space, for the Field Maintenance Staff in Building C within the Sports Park complex. The County will also continue to provide garbage and debris removal services for the Sports Park complex.

7. SPORTS PARK FIELDS MAINTENANCE BUDGET.

(a) County and Rays acknowledge that the Agreement provides for in Section 9(e) and in SCHEDULE 2-PROJECT MAINTENANCE AND OPERATIONS FUNDING SOURCES ("Schedule 2"), a schedule of annual payments for the Sports Park facility to the M&O Fund to be paid by County and Rays for maintaining and operating the Sports Park complex and grounds.

(1) The parties agree that the total cost to maintain the Sports Park Fields for the initial year of this Amendment, year 2010 is \$525,285.10 and shall grow annually at a rate of 3% ("Field Maintenance Budget"), as detailed on the schedule of payments, attached hereto as Attachment C.

(2) The County shall deduct the Rays' annual M&O payment obligation, as described in the Agreement, and then tender payment to the Rays for the remainder each year in equal quarterly installments on January 15th, April 15th, July 15th and October 15th during the term of this Amendment. As an example, in 2010, the Rays M&O payment obligation is \$120,047. The County shall deduct this amount from the 2010 Sports Park Fields budget of \$525,285.10 and tender payment to the Rays in the amount of \$405,238.10 in the manner noted above and on Attachment C ("County Obligation to Rays").

(3) The County and the Rays further agree that, in exchange for the payment to the Rays for field maintenance services for the Sports Park Fields noted above, the County shall be entitled to reduce its obligation to fund Maintenance and Operations at the Sports Park, noted in Section 9 and Schedule 2 of the Agreement, in an amount up to the annual County Obligation to Rays for field maintenance. In no event shall the reduction of any County funds to the total M&O budget be greater than the County Obligation to Rays for field maintenance. As noted in Attachment C, in 2010, the Remaining County M&O and Other Event Revenues Obligation will be \$422,266. All other County operating and maintenance obligations noted in the Agreement remain.

(4) As per Section 9 of the Agreement, the County and Rays agree that if, in any given year, actual County maintenance and operations costs at the Sports Park are less than the Remaining County M&O and Other Event Revenues Obligation as noted on Attachment C, the difference will be transferred into the Capital Reserve Fund. This will be reviewed annually at the end of the County fiscal year.

(b) The Rays agree to keep a field maintenance budget for all expenses related to the maintenance of the Sports Park Fields and agree to schedule an annual meeting with County to review the status of that budget. The parties agree to annually review the actual expenditures for the Sports Park Fields maintenance. This would not result in any change to the financial obligation set forth herein to either party but should be viewed as a part of due diligence regarding utilization of taxpayer funds.

B. COUNTY'S RIGHT OF USE OF THE SPORTS PARK AND SPORTS PARK FIELDS.

The parties agree that County shall have use of the Sports Park facility, including the Sports Park Fields, for non major league baseball-affiliated events (as that term is defined in the Agreement) and pursuant to the terms of the Agreement. The parties agree that nothing contained in this Amendment or the Agreement shall be construed as to give the Rays authority to refuse to permit County the use of the Sports Park Fields for any non major league baseball-affiliated events, and the parties agree that the County reserves the right to use the Sports Park Fields for any non major league baseball-affiliated events at County's sole discretion and approval. Prior to the scheduling of any non-major league baseball-affiliated events at the Sports Park, the County will review the scope of the event with the Rays and, if applicable, confirm (1) field availability, and (2) the appropriate field maintenance needs.

Costs for any non-traditional field maintenance needs associated with non major league baseball events are the responsibility of the County-or any third party event vendor. Non-traditional

field maintenance needs include, but are not limited to field conversion activities for special events (e.g. forklift operations for concert stage set up) and repairs to damages to the playing field that result from such use. The County bears general responsibility for any damages to the playing field caused by non-major league baseball events. All conditions regarding non-major league baseball-affiliated events as noted in Section 6 of the Agreement, including the provision that County shall be responsible for all liabilities arising from County's use of the Sports Park Fields for non major league baseball-affiliated events still apply.

9. STADIUM LEASE AGREEMENT - RIPKEN-RAYS FLORIDA BASEBALL LLC.

County and Rays acknowledge that the STADIUM LEASE AGREEMENT between RIPKEN-RAYS FLORIDA BASEBALL LLC (hereinafter referred to as "Ripken") and County, entered into on or about February 10, 2009, provides that the County shall maintain the Sports Park Fields. By signature of Ripken's authorized representative on this Amendment, Ripken hereby consents and agrees to the terms and conditions of this Amendment which provide that the Rays shall be solely responsible for the year-round maintenance of the Sports Park Fields.

10. TERM/TERMINATION.

The term of this Amendment shall begin on the Effective Date and shall terminate simultaneously with the termination of the Agreement; provided, however, that either County or Rays may terminate this Amendment, with or without cause, at any time upon providing nine (9) months written notice of termination to the non-terminating party. In the event this Amendment is terminated by either party, the responsibility for maintaining the Sports Park Fields will revert back to the County on the same terms that are enumerated in the Agreement and all other provisions of the Agreement shall remain in effect.

11. INCORPORATION.

The "Findings" provisions of this Amendment are specifically incorporated into and made a substantive part of this Amendment, and this Amendment, including all exhibits and attachments hereto, is specifically incorporated into and made a substantive part of the Agreement.

12. SEVERABILITY.

If any provision of this Amendment shall be declared invalid or unenforceable, the remainder of this Amendment shall continue in full force and effect.

13. CONFLICT WITH AGREEMENT.

All provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect. To the extent of any conflict with the Agreement, the provisions of this Amendment shall control. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Agreement.

14. ENTIRE AGREEMENT. This Amendment incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Amendment that are not contained in this document.

15. **MODIFICATION.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality and of equal dignity herewith.

16. **ASSIGNMENT.** This Amendment, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by either party without the prior written consent of the other party.

17. **INDEMNIFICATION.** Rays shall indemnify, hold harmless and, at County's option, defend County, and its officers and employees, from all suits and actions at law, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Rays and persons employed or utilized by Rays in the performance of any work or services under this Amendment.

18. **AUTHORITY TO EXECUTE.** County, Rays and Ripken warrant to the other parties that they, and the persons executing this Amendment on behalf of each of them, have the right, power and authority to execute this Amendment.

19. **EFFECTIVE DATE.**
If fully executed by County, Rays, and Ripken, this Amendment shall take effect on January 12, 2010.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

TAMPA BAY RAYS BASEBALL, LTD.

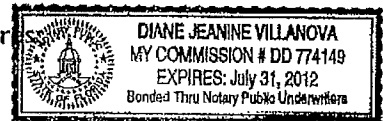
By: [Signature]
Sr P. Development Business Affairs (title)

STATE OF FLORIDA
COUNTY OF PIWELLAS

Sworn to and subscribed before me this 2ND day of OCTOBER, 2009¹⁰
by MICHAEL KACT, the SRVP Dev. & BJS. AFF. (title) of Tampa Bay Rays Baseball, Ltd., who is personally known to me or who has produced _____ as identification.

[Signature]
NOTARY PUBLIC

My commission expires



RIPKEN-RAYS-FLORIDA BASEBALL LLC

By: [Signature]
Authorized Person, (title)

STATE OF Maryland
COUNTY OF Hartford

Sworn to and subscribed before me this 14 day of January, 2009/2010
by C. Flannery, the Authorized Person (title) of Ripken-Rays Florida Baseball,
LLC., who is personally known to me or who has produced Drivers License as
identification.

[Signature]
NOTARY PUBLIC

My commission expires: 10/31/12

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: [Signature]
Robert J. Starr, Chairman
Date: 1/26/10

Attest:
Barbara T. Scott, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

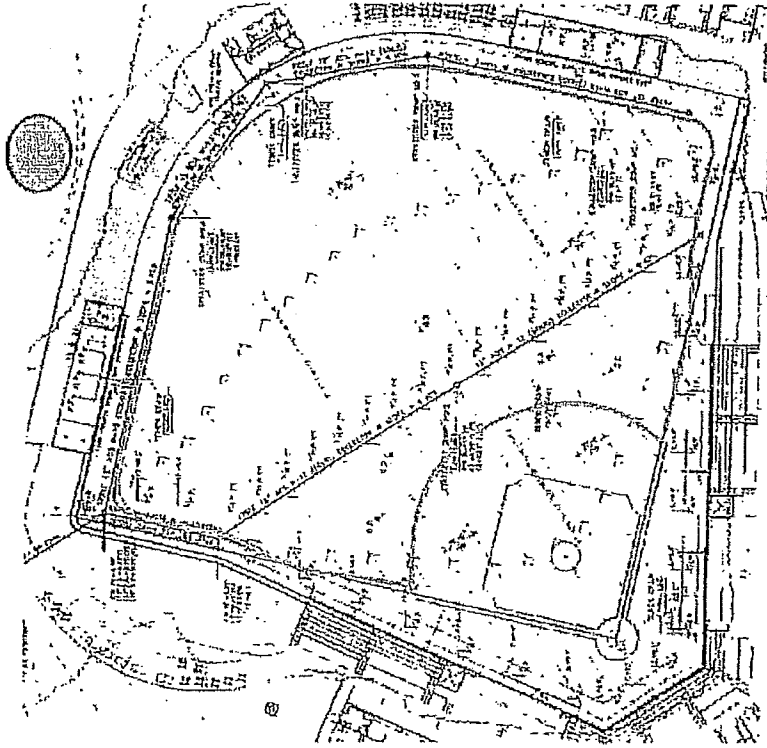
By: [Signature]
Deputy Clerk
Apr 2006-053

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
Janette S. Knowlton, County Attorney
DB 09-582

Attachment A
Playing Field Action Plan

Summary Approach



Approach

1. Irrigation Enhancement to improve water quality
2. Deep Drill Aeration Program – Execution
3. Deep Drill Aeration Program – Follow Up
4. Amended Maintenance Program

The following approach deals with the approximate 80,000 SF outfield turf area bordered in red. It does not involve the warning track or infield area.

11/9/09

Responsibility Matrix

Approach

1. Irrigation Enhancement to improve water quality – Populous, TerraSport, Dan Morgan collaborate and issue appropriate specification/deliverables. HMT contracts for any equipment installation required. County handles any ongoing O&M purchases/activities
2. Deep Drill Aerification Program – Execution – Sports Turf One
3. Deep Drill Aerification Program – Follow Up – Charlotte County
4. Amended Maintenance Program – Dan Morgan issues (Populous & TerraSport review/comment)

1

Irrigation Enhancement to Improve Water Quality

Install Acid Injection System + Specify Technique to Manage Each Water Quality Component above Spec

Testing Agency	Reclaimed Water Guidelines (WSCA)	Prime Turf Irrigation Water (Mlx. Reclaimed/Pond) Water	Prime Turf
Water Tested			
Date			
By			
Carbonates "CO3" (ppm)	>15 (High)	0	0
Bicarbonates "HCO3" (ppm)	<250	166.59	154.4
Hardness (ppm)	<175 (Prime Turf)	322.22	215.95
Electric Conductivity "ECw" (microsiemen & dSm)	<1.5	1.76	1.20
Total Dissolved Solids "TDS" (ppm)	<300	1126.4	828.18
Sodium Absorption Ratio "SAR"	<5.7	5.05	4.82
Adjusted Sodium Absorption Ratio "adj SAR"	<11.6	9.01	7.91
Residual Sodium Carbonate "RSC"	<1.25	3.63	2.28
Sodium "Na" (ppm)	20 - 60 (Normal)	75.8	54.58
Magnesium "Mg" (ppm)	10 - 25 (Normal)	22.45	20.17
Potassium "K" (ppm)	5 - 20 (Normal)	16.37	17.45
Alkalinity "Ca+Mg" (ppm - Calcium Carbonate/Limestone)	<120 (Prime Turf)	738.53	126.61
Chloride "Cl" (ppm)	<140 (Prime Turf)	325.44	169.87
Sulfate "SO4" (ppm)	<180		
Sodium "Na" (ppm)	<200	208.2	166.82
Chloride "Cl" (ppm)	<250		
Boron "B" (ppm)	<0.5	0.26	0.26

1a. Management of pH

1b. Management of Bicarbonates

1c. Management of Hardness

1d. Management of Electrical Conductivity

1e. Management of Total Dissolved Salts

1f. Management of Calcium

1g. Management of Magnesium

1h. Management of Alkalinity

1i. Management of Chloride

1j. Management of Sodium

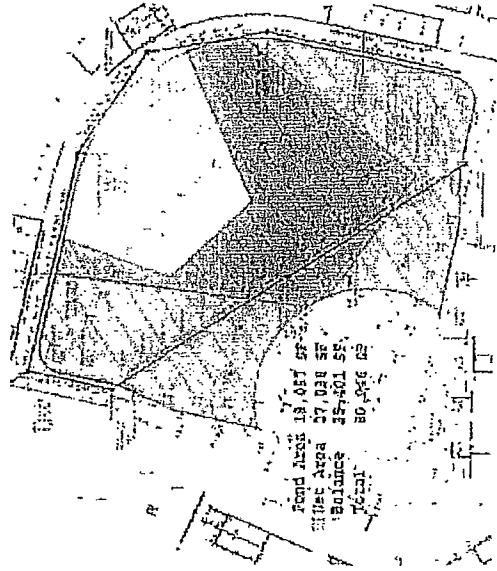
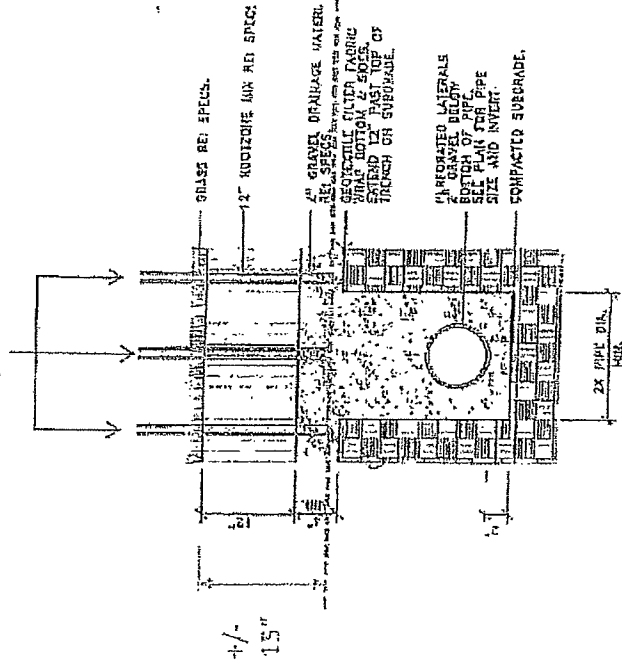
11/9/09

2

Deep Drill Aerification Program - Execution

- A. Deep drill aerification with 7/8 inch drill type lines to a fifteen inch depth. Vacuum and remove drill generated debris off of the field. This will shatter layers forming in the soil & gravel. Allow water to pass through & entry of soil conditioning products. Ease surface puddling.
- B. Top dress the playing field surface with 180 EM manufactured coarse sand at a rate of 40 tons per acre. Sand to be amended with sun flower hulls and gypsum. Drag material into drill holes. This will aid in conditioning soil. Allow passage of water, bring soil conditioning products directly to the soil where it is needed. Will ease surface puddling & help short & long term solution to the drainage issues.
- C. Number of Passes
 - Red Area - 3 passes
 - Blue Area - 2 passes
 - Green Area - 1 pass

7/8" diameter holes at 5" on center each way
 - typical for each pass



11/19/09

3

Deep Drill Aerification Program - Follow Up

These follow up steps are to be performed by the County
within the first 30 days after the Deep Drill Aerification

- A Apply additional gypsum at the rate of 23 lbs. per one thousand square feet. Counter the poor water quality & conditions the soil which will improve drainage.
- B Apply sul-po-mag fertilizer application after completion of the aerification and top dressing at a rate of 200 lbs. per acre. Aid in plants recovery from aerialias.
- C Apply ammonium sulfate 21-0-0 fertilizer at 200 lbs. per acre after completion of the aerification and top dressing. Aid in recovery from aerialias. Aid help neutralize bad influences in the soil.
- D Apply foliar fertilizer with minors two weeks after aerification. Aids recovery of turf damage & restores color. May want to do this every two weeks.

These follow up steps are to be performed by the County
within day 31-60 after the Deep Drill Aerification

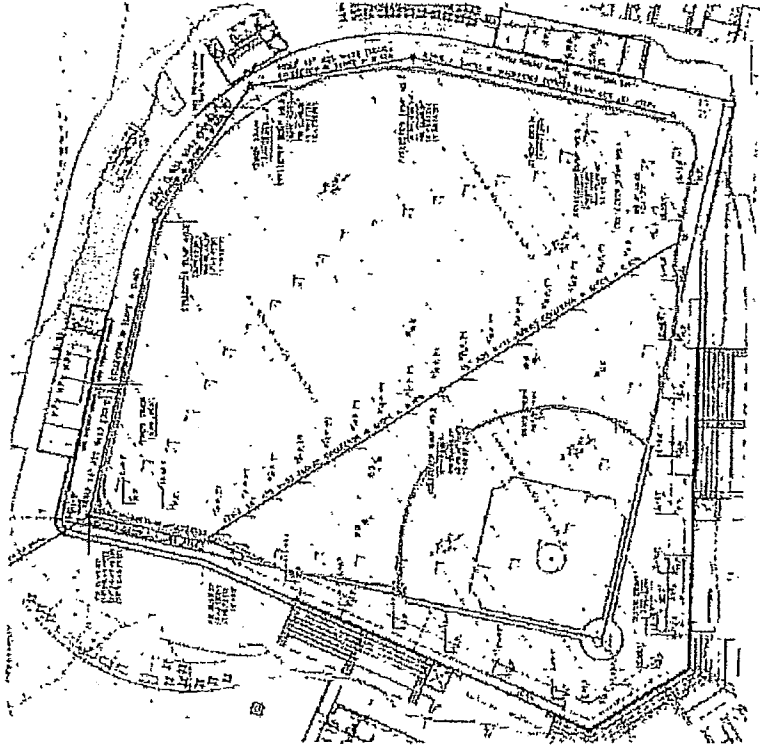
1. Apply ammonium sulfate 21-0-0 fertilizer at 200 lbs. per acre. Stimulate new growth.
2. Acid ir. fertilizer help neutralize influences in the soil.
3. Deep time aerification with 5/8" solid or hollow tines to an eight inch depth in two directions. Vacuum and dispose of cores off of the field. Type of tine & field procedures will have to be adjusted per field conditions at the time of aerification. Depending on the weather & field conditions at the time, the idea is to continue conditioning the soil to improve root growth & drainage. If the turf is not very strong at this time substitute Aerway solid tine aerification.
4. Top dress the playing field surface with 180 RM manufactured coarse sand at a rate of 23 tons per acre. This should be done after the seed is broadcast.
5. Apply gypsum at the rate of 23 lbs. per one thousand square feet. This application will supplement material already in the ground & condition the soil for better drainage.
6. Verticuter field very lightly in preparation for top grass over seeding. Light verticuting is a common practice before overseeding. This is optional depending on the density of the turf. If the turf manager feels due to the close timing of the aerifications & has thin or worn turf this may be detrimental this step maybe skipped.
7. Apply a pre-plant fertilizer 3-7-7 at a rate of 300 lbs. per acre. This will help the establishment of the new turf. Having no knowledge of the other recent fertilizations or soil fertility testing this is a safe procedure. It is very possible to double the rate with no ill effects.
8. Over seed turf areas with ryegrass seed at a rate of 100 lbs. per thousand. This is a recommended rate. A rate of 15 pounds for thousand might be better initially but may create problems next spring during transition back to Bermuda grass. This should be the turf manager's call at the time of application.
9. Apply foliar fertilizer application two weeks after over seeding. This will help new seed establish & improve hardiness.
10. Apply a fungicide application as needed for disease prevention to establish the grass. Disease is very possible at this stage especially with contrary weather conditions. Preventative or curative applications should be applied as needed.

Return to annual maintenance program as recommended by the agronomic team

11/9/09

Amended Maintenance Program

Revise and reissue the July 2008 Maintenance Program to specifically define program to be followed by entity maintaining the outfield turf area outlined in red.



Unit Number	Description	Quantity	Condition	# of Hours Logged	Maintenance Plan	Warranty	Recommended Servicing Protocol	Long-Term Replacement Plan
	Sahi Buck Edger	2	Good	N/A	No	N/A	No	To be developed in partnership with the Rays
	Walk Behind Edgers (Vidana and Edger-King)	2	Good	N/A	No	N/A	No	To be developed in partnership with the Rays
	Soil Backpack Blowers	2	Good	N/A	No	N/A	No	To be developed in partnership with the Rays
	Soil Wreid Exaor	2	Good	N/A	No	N/A	No	To be developed in partnership with the Rays
	Toro Walk Behind Mowers	2	Good	N/A	No	N/A	No	To be developed in partnership with the Rays
	Billy Goat Vacuum	1	Good	N/A	No	N/A	No	To be developed in partnership with the Rays
31120	Pro-Cars Aerator (Toro Pro-Cars 648 aerator)	1	Good	25.7	12/2008 start date	3yrs 5000 hrs	PM-A, PM-C	To be developed in partnership with the Rays
30620	Z597-D Toro mower	1	Good	723.3	7/2006 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32388	Z597-D Toro Mower	1	Good	188.7	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32392	Wacker RD 12A-90 Roller	1	Good	32.7	03/2009 start date	1 yr	PM-A, PM-C	To be developed in partnership with the Rays
32117	Tractor with 72" Bucket	1	Good	207	12/2008 start date	2yrs 2000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32119	Greenmaster-Walk Behind Mower	1	Good	N/A	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32385	Toro 5510 S-Gang Mower	1	Good	478.4	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32078	Toro 5510 S-Gang Mower	1	Good	465.5	2/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32079	Triplex Reel Mower	1	Good	201.8	2/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32186	Triplex Reel Mower	1	Good	234.8	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32187	Sand Freshfield Pro 5046	1	Good	203	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
30760	Toro sandrol with attachments	1	Good	736	9/2005 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32084	Turbo Phaseomatic top dresser	1	Good	N/A	3/2008 start date	N/A	PM-A, PM-C	To be developed in partnership with the Rays
30767	Gator TX 4X2 with Opinions	1	Good	1275	9/2006 start date	1 yr	PM-A, PM-C	To be developed in partnership with the Rays
32116	John Deere Gator TX	1	Good	622.5	12/2008 start date	1 yr	PM-A, PM-C	To be developed in partnership with the Rays
32090	John Deere Gator TX	1	Good	776	9/2006 start date	1 yr	PM-A, PM-C	To be developed in partnership with the Rays
32087	John Deere Gator TX	1	Good	N/A	3/2008 start date	N/A	PM-A, PM-C	To be developed in partnership with the Rays
29919	Toro multi-pro sprayer	1	Good	263.6	9/2005 start date	N/A	PM-A, PM-C	To be developed in partnership with the Rays
	Shared Equipment							
31354	Soil Reliever Aerator	1	Good	N/A	N/A	N/A	PM-C	To be developed in partnership with the Rays
32081	Toro Versa-Vac	1	Good	N/A	N/A	N/A	PM-C	To be developed in partnership with the Rays
	Maintenance Plans:							
PM-A	Every 4 months, 5000 miles, and/or 250 hours							
PM-C	Annually							

Escalation Rate 3%

Year	Field Maintenance Budget	Rays M&O Obligation Reduction	County Obligation to Rays	Charlotte County Funds (existing M&O budget)	Other Event Revenues - County	Charlotte County funds (4th cent tourist tax)	Naming rights (County share)	Total Existing M&O and Other Event Revenues - County	Less Field Maintenance Obligation to Rays	Remaining County M&O and Other Event Revenues Obligation
2010	\$525,285	(\$120,047)	\$405,238	\$398,654	\$226,600	\$125,000	\$77,250	\$827,504	(\$405,238)	\$422,266
2011	\$541,044	(\$123,648)	\$417,396	\$410,614	\$233,398	\$125,000	\$79,568	\$841,782	(\$417,396)	\$424,386
2012	\$557,275	(\$127,357)	\$429,918	\$422,932	\$240,400	\$125,000	\$81,955	\$863,285	(\$429,918)	\$433,367
2013	\$573,993	(\$131,178)	\$442,815	\$435,620	\$247,612	\$125,000	\$84,413	\$885,433	(\$442,815)	\$442,618
2014	\$591,213	(\$135,113)	\$456,100	\$448,689	\$255,040	\$125,000	\$86,946	\$908,247	(\$456,100)	\$452,147
2015	\$608,949	(\$139,167)	\$469,782	\$462,150	\$262,692	\$125,000	\$89,554	\$931,744	(\$469,782)	\$461,962
2016	\$627,218	(\$143,342)	\$483,876	\$476,014	\$270,572	\$125,000	\$92,241	\$955,947	(\$483,876)	\$472,071
2017	\$646,034	(\$147,642)	\$498,392	\$490,294	\$278,689	\$125,000	\$95,008	\$980,874	(\$498,392)	\$482,482
2018	\$665,415	(\$152,071)	\$513,344	\$505,003	\$287,050	\$125,000	\$97,858	\$1,006,550	(\$513,344)	\$493,206
2019	\$685,378	(\$156,633)	\$528,745	\$520,153	\$295,662	\$125,000	\$100,794	\$1,032,997	(\$528,745)	\$504,252
2020	\$705,939	(\$161,332)	\$544,607	\$535,758	\$304,531	\$125,000	\$103,818	\$1,060,238	(\$544,607)	\$515,631
2021	\$727,117	(\$166,172)	\$560,945	\$551,831	\$313,667	\$125,000	\$106,932	\$1,088,294	(\$560,945)	\$527,349
2022	\$748,931	(\$171,158)	\$577,773	\$568,386	\$323,077	\$125,000	\$110,140	\$1,117,193	(\$577,773)	\$539,420
2023	\$771,399	(\$176,292)	\$595,107	\$585,437	\$332,770	\$125,000	\$113,444	\$1,146,958	(\$595,107)	\$551,851
2024	\$794,541	(\$181,581)	\$612,960	\$603,000	\$342,753	\$125,000	\$116,848	\$1,177,618	(\$612,960)	\$564,658
2025	\$818,377	(\$187,029)	\$631,348	\$621,090	\$353,035	\$125,000	\$120,353	\$1,209,196	(\$631,348)	\$577,848
2026	\$842,928	(\$192,639)	\$650,289	\$639,723	\$363,626	\$125,000	\$123,964	\$1,241,722	(\$650,289)	\$591,433
2027	\$868,216	(\$198,419)	\$669,797	\$658,915	\$374,535	\$125,000	\$127,682	\$1,275,223	(\$669,797)	\$605,426
2028	\$894,263	(\$204,371)	\$689,892	\$678,682	\$385,771	\$125,000	\$131,513	\$1,320,966	(\$689,892)	\$631,074

ATTACHMENT C

Amends AGR 2006-053

**SECOND AMENDMENT TO CHARLOTTE SPORTS PARK AGREEMENT
BETWEEN CHARLOTTE COUNTY, FLORIDA AND TAMPA BAY RAYS
BASEBALL, LTD.**

THIS SECOND AMENDMENT TO THE CHARLOTTE SPORTS PARK AGREEMENT, hereinafter referred to as the "Amendment", is made and entered into this 25th day of January, 2011, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County", and TAMPA BAY RAYS BASEBALL LTD., One Tropicana Drive, St. Petersburg, Florida 33705, hereinafter referred to as the "Rays".

FINDINGS

WHEREAS, on or about September 12, 2006, the County and the Rays entered into the Charlotte Sports Park Agreement (hereinafter the "Agreement") whose purpose was for the rehabilitation and use of the Charlotte Sports Park (hereinafter the "Sports Park") as well as providing for a public recreation amenity and hosting the Rays' spring training program; and

WHEREAS, on or about January 26, 2010, the County and the Rays entered into an Amendment to the Charlotte Sports Park Agreement (the "First Amendment") wherein the Rays assumed year-round, full time, responsibility for the maintenance of the Sports Park Fields at the Sports Park; and

WHEREAS, the Rays have now requested that the County amend the Agreement to permit the Rays to occupy Building "B" at the Sports Park and to provide that the Rays will assume the responsibilities for landscaping maintenance for the common grounds surrounding the Sports Parks Fields, as further described and designated in this Amendment, on a year-round, full time basis.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Purpose.

The purpose of this Amendment is to permit the Rays to occupy Building "B" at the Sports Park and the assumption of year-round responsibility for landscaping maintenance for the common grounds surrounding the Sports Parks Fields by the Rays.

2. Building B - Charlotte County Sports Park

(a) Beginning January 26th 2011, the Rays will have sole use of Building B, as designated and identified on Exhibit A which is attached hereto and incorporated herein by reference, consistent with those areas of the Sports Park outlined in Section 5(d) of the Agreement; however, the Rays will make reasonable good faith efforts to make the locker room and shower/grooming areas available for tournaments or other meetings/events booked and/or approved by the County during all times of the year, except for those designated under Section 5 (a), (b) and (c) in the Agreement (spring training, extended spring training, instructional

league). The County is solely responsible for any improvements required to make the locker room/grooming areas available to the public for tournaments or other meetings/events booked and/or approved by the County, including any improvements required by the Americans with Disabilities Act.

(b) The Rays will not charge a fee for use of the locker room and shower/grooming areas for tournaments or other meetings/events. The County will be responsible for cleaning these areas after any tournament or other event. Building B shall be covered under Section 9(a) of the Agreement, and as per that section, the County shall maintain, repair, and restore all properties at the facility at no cost to the Rays, except the Rays shall provide for housekeeping and cleaning services to the clubhouse and office space it uses at no cost to the County. Additionally, as per Section 9(a) of the Agreement, the County will not be responsible for any maintenance, repairs, or restoration related to damage occurring to property as a result of negligent acts or omissions of the Rays, its officers, agents, or employees.

(c) Section 5(d) of the Agreement is clarified to include the entirety of the building housing both major and minor league clubhouses, as well as the Rays' administrative offices, as a defined area of sole use by the Rays.

(d) Building B will be turned over to the Rays in a clean condition; all materials and items currently housed in Building B will be removed before January 26th with the exception of any items currently stored in the existing laundry room within Building B, which will still be available for County storage.

(e) Similar to current provisions within the Agreement, the Rays, at their sole discretion and cost, may make reasonable facility enhancements to Building B, including, but not limited to lighting, painting, etc. Any major capital improvements to Building B would require the approval of the County, and can be considered for CIP funds. During the term of this Amendment either the Rays or the County have the right to present to the other party ideas for major capital improvements to Building B that would encourage and support additional use of Building B as a first-class major league baseball facility.

3. Landscape Maintenance - Charlotte County Sports Park

(a) The following lists the overall scope of services the Rays will provide for landscape maintenance within the Project Area, as noted on the attached Exhibit A. The term "Project Area" as used in this Amendment and as shown on Exhibit A shall mean and include those common grounds within the Project Area exclusive of the Sports Fields.

- Mow and edge all common areas
- Trim all trees and bushes
- Maintain seasonal and annual plantings in all islands and beds, including the green roof
- Keeps islands, beds and fence lines weed free, including the green roof bed located on the roof of the Rays Clubhouse
- Spray herbicides/pesticides as needed.

(b) The County will continue to be responsible for maintaining all areas outside of the Project Area, including, but not limited to the stadium parking lot and right-of-ways along El Jobean Road and Esther Street, and the regular maintenance and any necessary repairs to the irrigation system within the Project Area; except that the Rays shall be responsible for any damages/repairs to the irrigation system, including sprinkler heads, caused by the Rays. The County will also provide the Rays the use of a lift once a year for tree trimming, at a time

coordinated with the Rays Head Groundskeeper, small start-up tools for the services provided to the extent available, and be responsible for the replacement of any trees, bushes or sod that die from hard weather, frost or other Acts of God.

4. Energy Savings Plan

County and the Rays agree to work together to identify opportunities for energy savings that do not negatively impact overall operations around and throughout the overall Sports Park facility. The parties agree to work together to develop an action plan within ninety (90) days of the effective date of this Amendment identifying possible energy savings methods or programs.

5. TERM.

The term of this Amendment shall begin on the Effective Date and shall terminate simultaneously with the termination of the Agreement.

6. INCORPORATION.

The "Findings" provisions of this Amendment are specifically incorporated into and made a substantive part of this Amendment, and this Amendment is specifically incorporated into and made a substantive part of the Agreement.

7. SEVERABILITY.

If any provision of this Amendment shall be declared invalid or unenforceable, the remainder of this Amendment shall continue in full force and effect.

8. CONFLICT WITH AGREEMENT.

All provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect. To the extent of any conflict with the Agreement, the provisions of this Amendment shall control. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Agreement.

9. ENTIRE AGREEMENT. This Amendment incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Amendment that are not contained in this document.

10. MODIFICATION. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality and of equal dignity herewith.

11. ASSIGNMENT. This Amendment, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Rays without the prior written consent of County.

12. INDEMNIFICATION. Rays shall indemnify, hold harmless and, at County's option, defend County, and its officers and employees, from all lawsuits, actions at law, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Rays and any persons employed or utilized by Rays in the performance of services under this Amendment or the use of any facilities.

13. AUTHORITY TO EXECUTE.

County and Rays warrant to the other party that they, and the persons executing this Amendment on behalf of each of them, have the right, power and authority to execute this Amendment.

14. EFFECTIVE DATE.

This Amendment shall take effect upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County, Florida.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

TAMPA BAY RAYS BASEBALL, LTD.

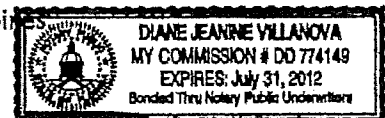
By: *[Signature]*
SVP, Development & Business Affairs (title)

STATE OF FLORIDA
COUNTY OF PINELLAS


Sworn to and subscribed before me this 25th day of January, 2011
by MICHAEL KACT, SVP, Development & Business Affairs (title), of Tampa Bay Rays Baseball, Ltd.,
who is personally known to me or who has produced [Signature] as identification.

[Signature]
NOTARY PUBLIC


My commission expires



BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

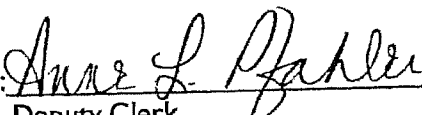
By: 
Robert J. Starr

Date: 1/25/2011




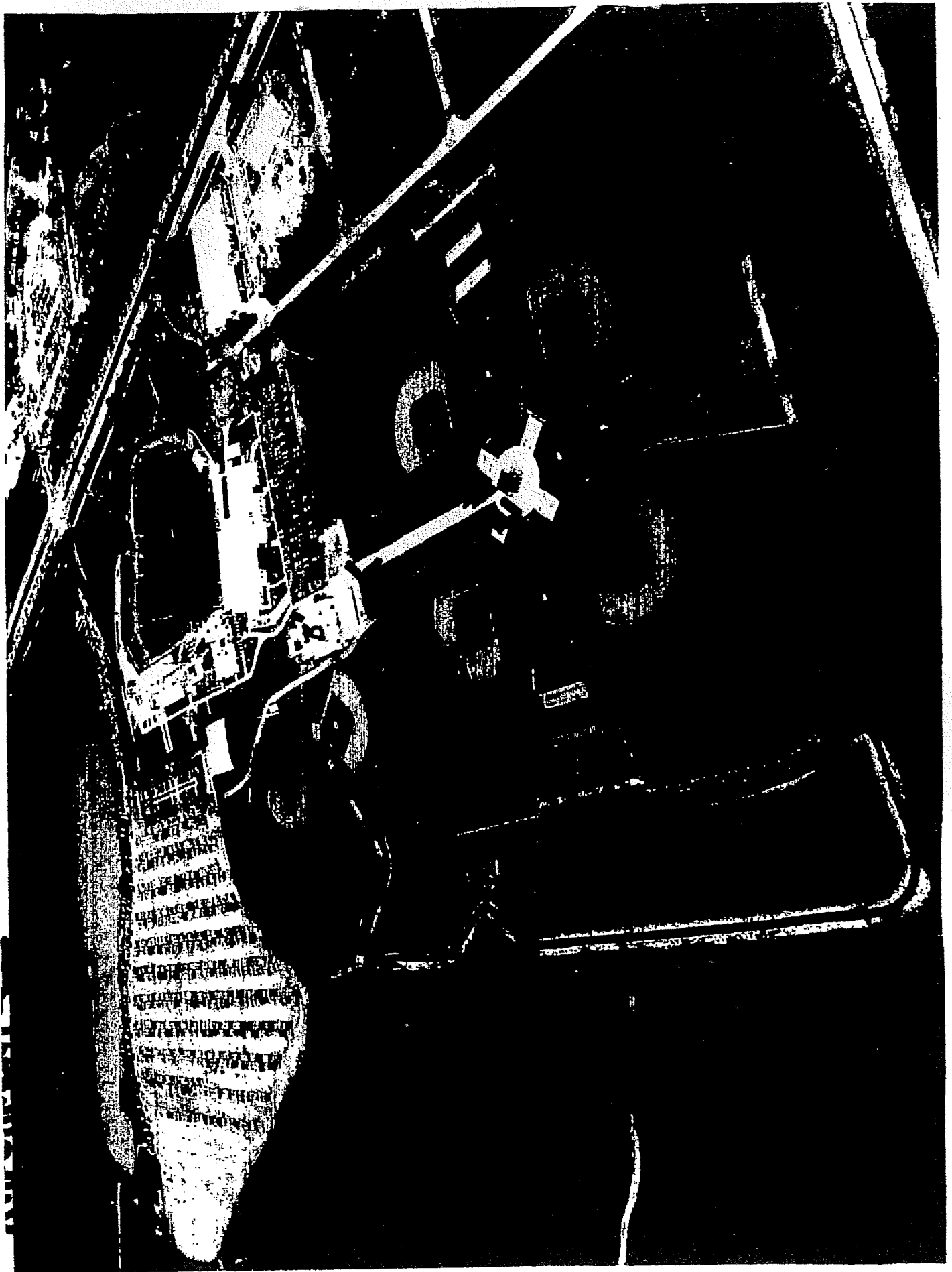
ATTEST:

Barbara T. Scott, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

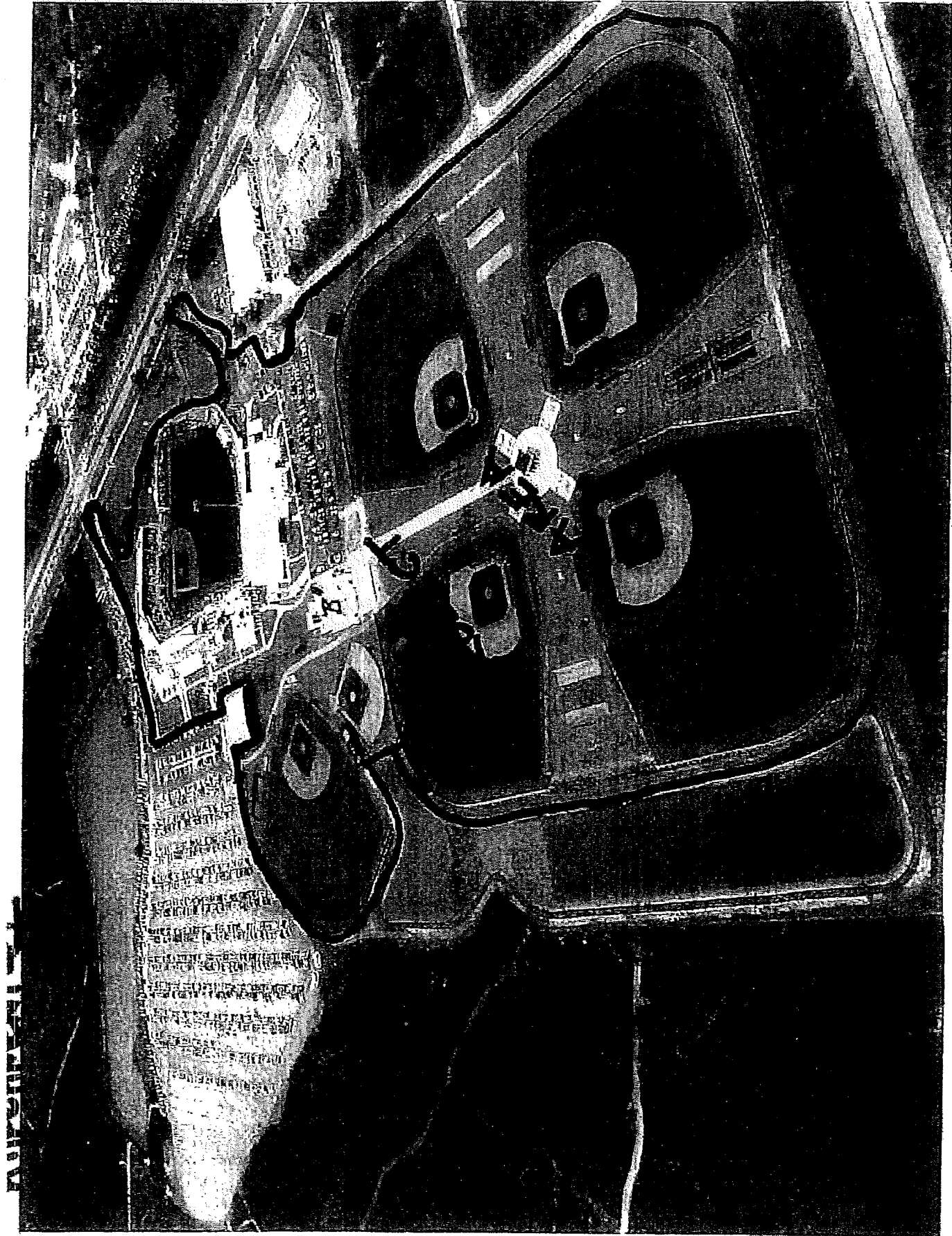
By: 
Deputy Clerk
Amend. to AGR 2006-053
January 25, 2011

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: 
Janette S. Knowlton, County Attorney
DL 1210-1222



IMAGED 2-11-11 AP



**THIRD AMENDMENT TO CHARLOTTE SPORTS PARK AGREEMENT BETWEEN
CHARLOTTE COUNTY, FLORIDA AND TAMPA BAY RAYS BASEBALL, LTD.**

THIS THIRD AMENDMENT TO THE CHARLOTTE SPORTS PARK AGREEMENT, hereinafter referred to as the "Amendment", is made and entered into this 9 day of September, 2014, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County", and TAMPA BAY RAYS BASEBALL LTD., One Tropicana Drive, St. Petersburg, Florida 33705, hereinafter referred to as the "Rays".

FINDINGS

WHEREAS, on or about September 12, 2006, the County and the Rays entered into the Charlotte Sports Park Agreement (hereinafter the "Agreement") whose purpose was for the rehabilitation and use of the Charlotte Sports Park (hereinafter the "Sports Park" or "facility") as well as providing for a public recreation amenity and hosting the Rays' spring training program; and

WHEREAS, pursuant to the terms of the Agreement, an asset renewal/reserve fund (the "Capital Reserve Fund") was established to be spent on the facility subject to the terms and conditions mutually agreed upon by the Rays and the County, with capital repair and improvements given the highest priority; and

WHEREAS, the balance of the Capital Reserve Fund has been depleted over the years; and

WHEREAS, the County and Rays (collectively the "Parties") now wish to amend the Agreement by providing for additional funding from each of the Parties to be placed in the Capital Reserve Fund.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Purpose.

The purpose of this Amendment is to provide for additional capital reserve funding contributions by the County and the Rays. The Rays agree to pay to the County for placement in the Capital Reserve Fund the amount of fifty thousand dollars (\$50,000) per calendar year for the years 2014, 2015, and 2016. In addition to these payments made by the Rays, the County agrees to place in the Capital Reserve Fund an additional fifty thousand dollars (\$50,000) per calendar year for the years 2014, 2015, and 2016. The Parties agree that these payments are to be made in addition to any funds already designated for placement in the Capital Reserve Fund under the Agreement, and are to be made on or before December 1st of each year.

2. TERM.

The term of this Amendment shall begin on the Effective Date and shall terminate on December 31, 2016.

3. INCORPORATION.

The "Findings" provisions of this Amendment are specifically incorporated into and made a substantive part of this Amendment, and this Amendment is specifically incorporated into and made a substantive part of the Agreement.

4. SEVERABILITY.

If any provision of this Amendment shall be declared invalid or unenforceable, the remainder of this Amendment shall continue in full force and effect.

5. CONFLICT WITH AGREEMENT.

All provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect. To the extent of any conflict with the Agreement, the provisions of this Amendment shall control. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Agreement.

6. ENTIRE AGREEMENT.

This Amendment incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Amendment that are not contained in this document.

7. MODIFICATION.

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality and of equal dignity herewith.

8. ASSIGNMENT.

This Amendment, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Rays without the prior written consent of County.

9. AUTHORITY TO EXECUTE.

County and Rays warrant to the other party that they, and the persons executing this Amendment on behalf of each of them, have the right, power and authority to execute this Amendment.

10. EFFECTIVE DATE.

This Amendment shall take effect upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County, Florida.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

TAMPA BAY RAYS BASEBALL, LTD.

By: [Signature]
STVP General Counsel, (title)

STATE OF FLORIDA
COUNTY OF PIANSA

Sworn to and subscribed before me this 3rd day of July, 2014,
by STVP General Counsel, [Signature] (title), of Tampa Bay Rays Baseball, Ltd., who
is personally known to me or who has produced NA as identification.

[Signature]
NOTARY PUBLIC



My commission expires

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: [Signature]
Kenneth W. Doherty, Chairman
Date: 9/9/14

ATTEST:
Barbara T. Scott, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: Michelle D. Bernardino
Deputy Clerk A. AGR 2006-053

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: [Signature]
Janette S. Knowlton, County Attorney
DG 4214-2950

FOURTH AMENDMENT TO CHARLOTTE SPORTS PARK AGREEMENT BETWEEN CHARLOTTE COUNTY, FLORIDA AND TAMPA BAY RAYS BASEBALL, LTD.

THIS FOURTH AMENDMENT TO THE CHARLOTTE SPORTS PARK AGREEMENT, hereinafter referred to as the "Amendment," is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County", and TAMPA BAY RAYS BASEBALL LTD., One Tropicana Drive, St. Petersburg, Florida 33705, hereinafter referred to as the "Rays".

FINDINGS

WHEREAS, on or about September 12, 2006, the County and the Rays entered into the Charlotte Sports Park Agreement (hereinafter the "Agreement") whose purpose was for the rehabilitation and use of the Charlotte Sports Park (hereinafter the "Sports Park" or "facility") as well as providing for a public recreation amenity and hosting the Rays' spring training program; and

WHEREAS, on or about January 26, 2010, the County and the Rays entered into the First Amendment to the Agreement to provide for the Rays to assume full-time, year-round maintenance of the Sports Park Fields at the Sports Park; and

WHEREAS, on or about January 25, 2011, the County and the Rays entered into the Second Amendment to the Agreement which allowed the Rays to occupy Building "B" at the Sports Park and to provide landscaping maintenance for the common grounds surrounding the Sports Park Fields on a full-time, year-round basis; and

WHEREAS, on or about September 9, 2014, the County and the Rays entered into the Third Amendment to the Agreement which provided for additional funding from each of the Parties to be placed in the Capital Reserve Fund; and

WHEREAS, pursuant to the terms of the Agreement, the County and the Rays (collectively the "Parties") now wish to amend the Agreement by providing for the leasing of field maintenance equipment to be used at the Sports Park and providing for joint funding from the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. PURPOSE.

The purpose of this Amendment is to provide for the leasing of field maintenance equipment by the Rays as agreed upon by the Parties in replacement of the County Field Maintenance Equipment provided to the Rays as set forth in Paragraph 5 "Sports Park Fields Maintenance Equipment" of the First Amendment to the Agreement. The Parties agree upon the necessary replacement of the County Field Maintenance Equipment and recognize that the leasing of field maintenance equipment will provide greater operational efficiency, and agree that the Rays shall be responsible for leasing field maintenance equipment for use at the Sports Park.

2. EQUIPMENT LEASE, PAYMENT.

The Rays shall enter into a four-year lease (the "Lease") with a third-party provider for field maintenance equipment. The Parties agree that the estimated annual cost for the Rays to lease the field maintenance equipment will be Eighty-Two Thousand Dollars (\$82,000), and the County shall annually during the term of the Lease be responsible for contributing Forty-One Thousand Dollars (\$41,000) from the Maintenance and Operations Fund described in the Agreement. In the event that the actual annual lease amount is less than estimated, the County shall be entitled to offset its contribution in future years during the term of the Lease to equal a fifty percent (50%) contribution of the actual total lease amount. The Rays shall initially provide the executed field maintenance equipment lease to the County on or before April 2, 2016. The County shall perform its obligations herein annually during the term of the Lease by tendering payment to the Rays on or about April 2 of each year after receiving confirmation from Rays that the four-year field maintenance equipment lease remains binding and valid. The County will not have any responsibilities with regard to the leased field maintenance equipment, including but not limited to maintenance, repair, storage, theft, or loss, unless damage, theft, or loss of the equipment occurs by the fault of the County.

3. TERM.

This Amendment shall become effective upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County, Florida. This Amendment and the obligations herein shall be effective for the four-year term of the Rays' field maintenance equipment lease. Upon the expiration or early termination of the four-year field maintenance equipment lease, all duties and obligations herein regarding the leased field equipment shall automatically terminate. It is anticipated that the Parties shall assess options for the replacement of the field maintenance

equipment on or before the expiration of the four-year field maintenance lease, with a plan for the replacement of this equipment upon the expiration or early termination of the lease to be agreed upon in partnership between the Parties.

4. INCORPORATION.

The "Findings" provisions of this Amendment are specifically incorporated into and made a substantive part of this Amendment, and this Amendment is specifically incorporated into and made a substantive part of the Agreement.

5. SEVERABILITY.

If any provision of this Amendment shall be declared invalid or unenforceable, the remainder of this Amendment shall continue in full force and effect.

6. CONFLICT WITH AGREEMENT.

All provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect. To the extent of any conflict with the Agreement, the provisions of this Amendment shall control. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Agreement.

7. ENTIRE AGREEMENT.

This Amendment incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Amendment that are not contained in this document.

8. MODIFICATION.

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality and of equal dignity herewith.

9. ASSIGNMENT.

This Amendment, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Rays without the prior written consent of County.

10. AUTHORITY TO EXECUTE.

County and Rays warrant to the other party that they, and the persons executing this Amendment on behalf of each of them, have the right, power and authority to execute this Amendment.

11. EFFECTIVE DATE

This Amendment shall become effective upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County, Florida.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

TAMPA BAY RAYS BASEBALL, LTD.

By: [Signature]
SRVP / Gen. Counsel, (title)

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 12TH day of February, 2016,
by John Higgins, SRVP / Gen. Counsel (title), of Tampa Bay Rays Baseball, Ltd., who
is personally known to me or who has produced AA as identification.

[Signature]
NOTARY PUBLIC

My commission expires



BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

ATTEST:
Barbara T. Scott, Clerk of
Circuit Court and Ex-officio
Clerk to the Board of County
Commissioners

By: [Signature]
William G. Grex, Chairman
Date: February 23, 2016

By: Michelle DiBerardino
Deputy Clerk A.AGR 2006-053

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: [Signature]
Janette S. Knowlton, County Attorney
1R15-3774 [Signature]
Cod. B. Virginia Birch

FIFTH AMENDMENT TO CHARLOTTE SPORTS PARK AGREEMENT BETWEEN CHARLOTTE COUNTY, FLORIDA AND TAMPA BAY RAYS BASEBALL, LTD.

THIS FIFTH AMENDMENT TO THE CHARLOTTE SPORTS PARK AGREEMENT, hereinafter referred to as the "Amendment", is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County", and TAMPA BAY RAYS BASEBALL LTD., One Tropicana Drive, St. Petersburg, Florida 33705, hereinafter referred to as the "Rays".

FINDINGS

WHEREAS, on or about September 12, 2006, the County and the Rays entered into the Charlotte Sports Park Agreement (hereinafter the "Agreement") whose purpose was for the rehabilitation and use of the Charlotte Sports Park (hereinafter the "Sports Park" or "facility") as well as providing for a public recreation amenity and hosting the Rays' spring training program; and

WHEREAS, the Parties executed a First Amendment to the Agreement on January 26, 2010 to provide for the assumption of year-round responsibility for maintaining the Charlotte Sports Park stadium field and 5 ½ practice fields within the Sports Park complex by the Rays; and

WHEREAS, the Parties executed a Second Amendment to the Agreement on January 25, 2011 to permit the Rays to occupy Building "B" at the Sports Park and the assumption of year-round responsibility for landscaping maintenance for the common grounds surrounding the Sports Parks Fields by the Rays; and

WHEREAS, the Parties executed a Third Amendment to the Agreement on September 9, 2014 to provide for additional capital reserve funding contributions by the County and the Rays; and

WHEREAS, the Parties executed a Fourth Amendment to the Agreement on February 23, 2016 to provide for the leasing of field maintenance equipment by the Rays as agreed upon by the Parties in replacement of the County Field Maintenance Equipment provided to the Rays as set forth in Paragraph 5 "Sports Park Fields Maintenance Equipment" of the First Amendment to the Agreement; and

WHEREAS, pursuant to the terms of the Agreement amended on September 9, 2014, an asset renewal/reserve fund (the "Capital Reserve Fund") was established to be spent on the facility subject to the terms and conditions mutually agreed upon by the Rays and the County, with capital repair and improvements given the highest priority; and

WHEREAS, the balance of the Capital Reserve Fund has been depleted over the years; and

WHEREAS, the County and Rays (collectively the "Parties") now wish to amend the Agreement by providing for additional funding from each of the Parties to be placed in the Capital

Reserve Fund; and

WHEREAS, the Agreement and any subsequent amendments thereto are silent as to the priority of any insurance coverage the parties maintain or are required to maintain, and the parties desire to clarify the parties responsibilities as it relates to maintaining insurance coverage; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. **PURPOSE.**

The purpose of this Amendment is to provide for additional capital reserve funding contributions by the County and the Rays and to clarify insurance provisions. The Rays agree to pay to the County for placement in the Capital Reserve Fund the amount of fifty thousand dollars (\$50,000) per calendar year for the years 2017, 2018, and 2019. In addition to these payments made by the Rays, the County agrees to place in the Capital Reserve Fund an additional fifty thousand dollars (\$50,000) per calendar year for the years 2017, 2018, and 2019. The Parties agree that these payments are to be made in addition to any funds already designated for placement in the Capital Reserve Fund under the Agreement, and are to be made on or before December 1st of each year; and

In addition to the terms set forth in paragraph 18(a) of the "Agreement" it is agreed that all commercial general liability and auto liability insurance policies maintained by the Rays shall be primary insurance with respect to any liability insurance maintained by the County, its officers, employees, agents and volunteers for claims arising in connection with the Rays' operations under the lease or any Amendments thereto. Any liability insurance or self-insurance maintained by the County, its officers, employees, agents and volunteers shall be excess of the Rays insurance and shall not contribute with it for claims arising in connection with the Rays' operations under the lease or any Amendments thereto.

2. **DEFINITIONS.**

Whenever the following terms are used in the Agreement or this Amendment they shall have the meanings specified below:

"BOC" shall mean the Office of the Commissioner of Baseball, an unincorporated association comprised of the MLB Clubs who are party to the Major League Constitution, and any successor organization thereto.

"Club" shall mean the Major League Baseball franchise currently known as the Tampa Bay Rays.

"Commissioner" shall mean 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.

"Executive Council" shall mean the Executive Council of Major League Baseball that is

governed by Article III of the Major League Constitution, and any successor body thereto.

“Major League Baseball” or “MLB” shall mean, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the MLB Clubs acting collectively.

“Major League Constitution” shall mean the Major League Constitution adopted by the MLB 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 MLB Clubs.

“MLB Approval” shall mean, with respect to the MLB 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) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

“MLB Club” shall mean any professional baseball club that is entitled to the benefits of, and bound by the terms of, the Major League Constitution.

“MLB Entity” shall mean 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.

“MLB Governing Documents” shall mean 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 MLB Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the MLB 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 MLB Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the MLB 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 MLB Clubs and the BOC (and the Operating Guidelines related thereto).

“MLB Rules and Regulations” shall mean (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 MLB 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.

“Ownership Committee” shall mean the Ownership Committee of Major League Baseball and any successor body thereto.

“Person” shall mean any individual, firm, corporation, partnership, limited liability company, trust, joint venture, governmental entity or other entity.

“Spring Training Season” shall mean the training period for MLB Clubs comprised of a series of workouts, practices and exhibition games preceding the start of the Regular Season.

3. **MLB SUBORDINATION.**

Section 22 of the Agreement is hereby deleted in its entirety and replaced with the following:

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

4. **TERMINATION.**

Notwithstanding any other provision of the Agreement, the County shall not terminate the Agreement, and the County shall not take possession of the facility upon an event of default or exercise any other remedy made available to it thereunder, during any Spring Training Season.

5. **INCORPORATION.**

The "Findings" provisions of this Amendment are specifically incorporated into and made a substantive part of this Amendment, and this Amendment is specifically incorporated into and made a substantive part of the Agreement.

6. **SEVERABILITY.**

If any provision of this Amendment shall be declared invalid or unenforceable, the remainder of this Amendment shall continue in full force and effect.

7. **CONFLICT WITH AGREEMENT.**

All provisions of the Agreement not in conflict with this Amendment shall remain in full force

and effect. To the extent of any conflict with the Agreement, the provisions of this Amendment shall control. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Agreement.

8. **ENTIRE AGREEMENT.**

This Amendment incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Amendment that are not contained in this document.

9. **MODIFICATION.**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality and of equal dignity herewith. Notwithstanding anything to the contrary, neither the Agreement nor this Amendment may be amended, supplemented or otherwise modified, and no provision therein or herein may be waived, unless all necessary MLB Approvals have been obtained in advance thereof.

10. **ASSIGNMENT.**

This Amendment, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Rays without the prior written consent of County.

11. **AUTHORITY TO EXECUTE.**

County and Rays warrant to the other party that they, and the persons executing this Amendment on behalf of each of them, have the right, power and authority to execute this Amendment.

12. **EFFECTIVE DATE.**

This Amendment shall take effect upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County, Florida.

IN WITNESS, WHEREOF, the parties have executed this agreement on the dates indicated below.

TAMPA BAY RAYS BASEBALL, LTD.

By: [Signature]
SENIOR VICE, (title)
PRESIDENT / GENERAL COUNSEL

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 19TH day of June, 2017, by [Signature] SENIOR VICE (title), of Tampa Bay Rays Baseball, Ltd., who is personally known to me or who has produced NA as identification.

[Signature]
NOTARY PUBLIC
My commission expires _____



BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
William G. Truex, Chairman

ATTEST:
Roger D. Eaton, Clerk of the Circuit Court
and Ex-Officio Clerk to the
Board of County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Janette S. Knowlton, County Attorney
LR2017-0228 _____

SIXTH AMENDMENT TO STADIUM LEASE AGREEMENT
BETWEEN CHARLOTTE COUNTY, FLORIDA, AND
CBI-RAYS, LLC

THIS SIXTH AMENDMENT to the STADIUM LEASE AGREEMENT (hereinafter referred to as "Sixth Amendment") is made and entered into this 13th day of December, 2016, by and between CBI-RAYS, LLC (hereinafter referred to as "CBI"), a Delaware limited liability company, who maintains an office at 21 Land N Sea Drive, Wakefield, RI, 02879, and CHARLOTTE COUNTY, FLORIDA (hereinafter referred to as the "County"), a political subdivision of the State of Florida, whose address is 18500 Murdock Circle Port Charlotte, Florida 33948.

WITNESSETH

WHEREAS, the County owns and operates a baseball stadium and related facilities thereto, known as the Charlotte Sports Park (the "Charlotte Sports Park"), located at 2300 El Jobean Road, Port Charlotte, Florida 33948; and

WHEREAS, RIPKEN-RAYS FLORIDA BASEBALL, LLC (hereinafter referred to as "Ripken") and the County entered into a Stadium Lease Agreement for the Charlotte Sports Park on or about August 26, 2008 (hereinafter "Agreement");

WHEREAS, Ripken and the County similarly entered into a Master Concession Agreement on or about February 10, 2009 (hereinafter "MCA"); and

WHEREAS, Ripken and the County entered into a First Amendment to Stadium Lease Agreement for the Charlotte Sports Park on or about December 13, 2011, which included a provision fully incorporating the terms of the MCA into the Agreement and extending the term of the MCA to run concurrent with the term of the Agreement, as well as a provision extending the lease term of the Agreement to September 30, 2014; and

WHEREAS, Ripken and the County entered into a Second Amendment to Stadium Lease Agreement for the Charlotte Sports Park on or about October 6, 2014, which extended the lease term of the Agreement to December 31, 2014, in order to negotiate the terms of a new lease agreement; and

WHEREAS, Ripken and the County entered into a Third Amendment to Stadium Lease Agreement for the Charlotte Sports Park on or about December 15, 2014, which extended the lease term of the Agreement to September 30, 2015; and

WHEREAS, Ripken and the County entered into a Fourth Amendment to Stadium Lease

Agreement for the Charlotte Sports Park on or about September 8, 2015, which extended the lease term of the Agreement to September 30, 2016; and

WHEREAS, Ripken assigned all rights, duties, and obligations pursuant to the Agreement to CBI on December 23, 2015; and

WHEREAS, CBI and the County entered into a Fifth Amendment to Stadium Lease Agreement for the Charlotte Sports Park on or about on September 27, 2016 which extended the lease term of the Agreement to December 13, 2016; and

WHEREAS, CBI and the County now desire to amend the terms of the Agreement by extending the term of the Agreement, adding an option to extend the term, and revising the financial obligations of the parties.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby expressly acknowledged, the County and CBI, each intending to be legally bound, do hereby mutually agree as follows:

A. Paragraph 1 of the Agreement, as amended, is hereby further amended as follows (strikethrough sections are deletions; underlined sections are additions):

1. Definitions. As used herein, the following terms shall have the following meanings:

(i) CBI Event. The term "CBI Event" shall mean and include any and all events promoted and held by CBI in the Charlotte Sports Park other than Club Home Games and Club Practice Sessions. There shall be no charge for the first CBI Event, and CBI shall pay a fee of \$1,000 each for the second and third CBI Event each year. Beginning with the fourth CBI Event held each year, all additional CBI Events ~~s, unless specifically specified herein,~~ shall be subject to standard County facility rental fees and rules; however, no rental fees shall be applicable for any event or special promotion held in conjunction with a Club Home Game day.

B. Paragraph 2 of the Agreement, as amended, is hereby further amended as follows (strikethrough sections are deletions; underlined sections are additions):

2. Term. The term of the Agreement shall commence upon the execution hereof by all parties hereto and shall expire on ~~December 13, 2016~~ December 31, 2018. Subject to County's approval, CBI may request to extend this Agreement under the same terms and conditions for one (1) additional year

beginning January 1, 2019 and ending on December 31, 2019 by providing written notice to County of its intent to extend the Agreement at least 120 days prior to the expiration of the term of the Agreement.”

C. Paragraph 3 of the Agreement, as amended, is hereby further amended as follows (strikethrough sections are deletions; underlined sections are additions):

3. Use of Premises. (c) CBI shall have the right to occupy and use the designated downstairs offices located in Building “A” of the Charlotte Sports Park on a year-round basis throughout the term of this Agreement, as depicted in Exhibit “B,” as revised. Any expenses related to CBI’s office needs such as phone, technology, fixtures, furniture and equipment shall be borne by CBI. ~~County will have limited use of the largest office space until April 3, 2012 for activities related to the Tampa Bay Rays Spring Training season; after which time County shall no longer have usage rights.~~ On or before October 1, 2018, County shall vacate and turn over the remainder of Building “A” for the use of CBI, with the exception of the eight (8) areas depicted in Exhibit “C” attached hereto. County shall retain the right to use these areas in Building “A” during the time periods listed in Exhibit “C”.

D. Paragraph 7 of the Agreement, as amended, is hereby further amended as follows (strikethrough sections are deletions; underlined sections are additions):

7. Payments. CBI, in consideration of the use of the Stadium, the Offices and associated building facilities and the revenue earned pursuant to this Agreement, agrees to:

(a) Pay the County forty thousand dollars (\$40,000.00) per Baseball Season in base rent, ~~payable in equal quarterly installments of ten thousand dollars (\$10,000.00), commencing on January 2, 2012. After the installment payment obligation commences, such installments shall be made on or before January 2nd, April 1st, July 1st, and October 1st of each year~~ which shall be collected pursuant to subsection 7(e) herein.

(b) Pay the County \$500.00 per Club Home Game ~~payable no later than sixty (60) days following the final Club Home Game,~~ to offset certain County maintenance costs related to the Stadium, which shall be collected pursuant to subsection 7(e) herein.

(c) Pay the County for each admission ticket to each of the Club Home Games based on the National Association of Professional Baseball Leagues (“NAPBL”) annual report, payable

pursuant to subsection 7(e) herein and no later sixty (60) days following the close of each Baseball Season according to the following attendance schedule:

0 – 74,999	None
75,000 - 110,000	.40 each ticket
110,001 - 135,000	.50 each ticket
135,001 or greater	.60 each ticket;

(d) Reimburse the County for any expenses, costs or repairs – including utilities and garbage collection costs described in Paragraph 14 – which are the responsibility of CBI pursuant to the terms of this Agreement, in accordance with subsection 7(e) herein.

(e) During each of the two initial term Baseball Seasons and any option term, the County shall not require CBI to make any payments required under this Agreement until after the close of each Baseball Season. At the close of each Baseball Season, the County Administrator or designee, shall apply a credit of One Hundred and Ten Thousand Dollars (\$110, 000.00) to the total amount owed by CBI pursuant to the Agreement. County shall provide CBI with an itemized accounting of all payments due and credits applied during each Baseball Season and an invoice for any amounts owed at the conclusion of each Baseball Season. CBI shall pay all amounts owed within Sixty (60) days after receiving the end of season invoice.

E. Any terms used in this Sixth Amendment shall have the same meanings and definitions as they have in the Agreement. All other provisions of the Agreement, as amended, not in conflict with this Sixth Amendment shall remain in full force and effect.

F. This Sixth Amendment shall become effective on the date the last party executes the Sixth Amendment, said date to be entered in the spaces provided in the first paragraph of this Sixth Amendment.

IN WITNESS WHEREOF, this Sixth Amendment to the Stadium Lease Agreement has been executed by duly authorized officers of CBI and duly authorized officials of the County each of whom hereby represents and warrants to the other that he/she has the full power and authority to execute this Sixth Amendment in such capacity, all as of the day and year first above written.

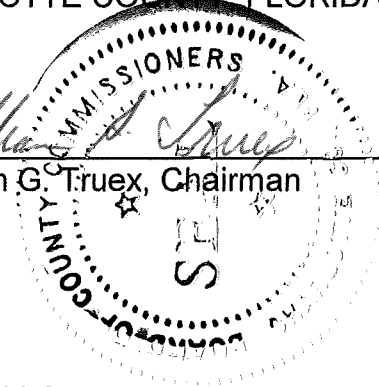
BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

ATTEST:

Barbara T. Scott, Clerk of
Circuit Court and Ex-officio
Clerk to the Board of County
Commissioners

By: Michelle DiBerardino
Deputy Clerk A.A.R 2008-034

By: William G. Truex
William G. Truex, Chairman



CBI-RAYS, LLC

By: Lou Schwechtemer

Print Title

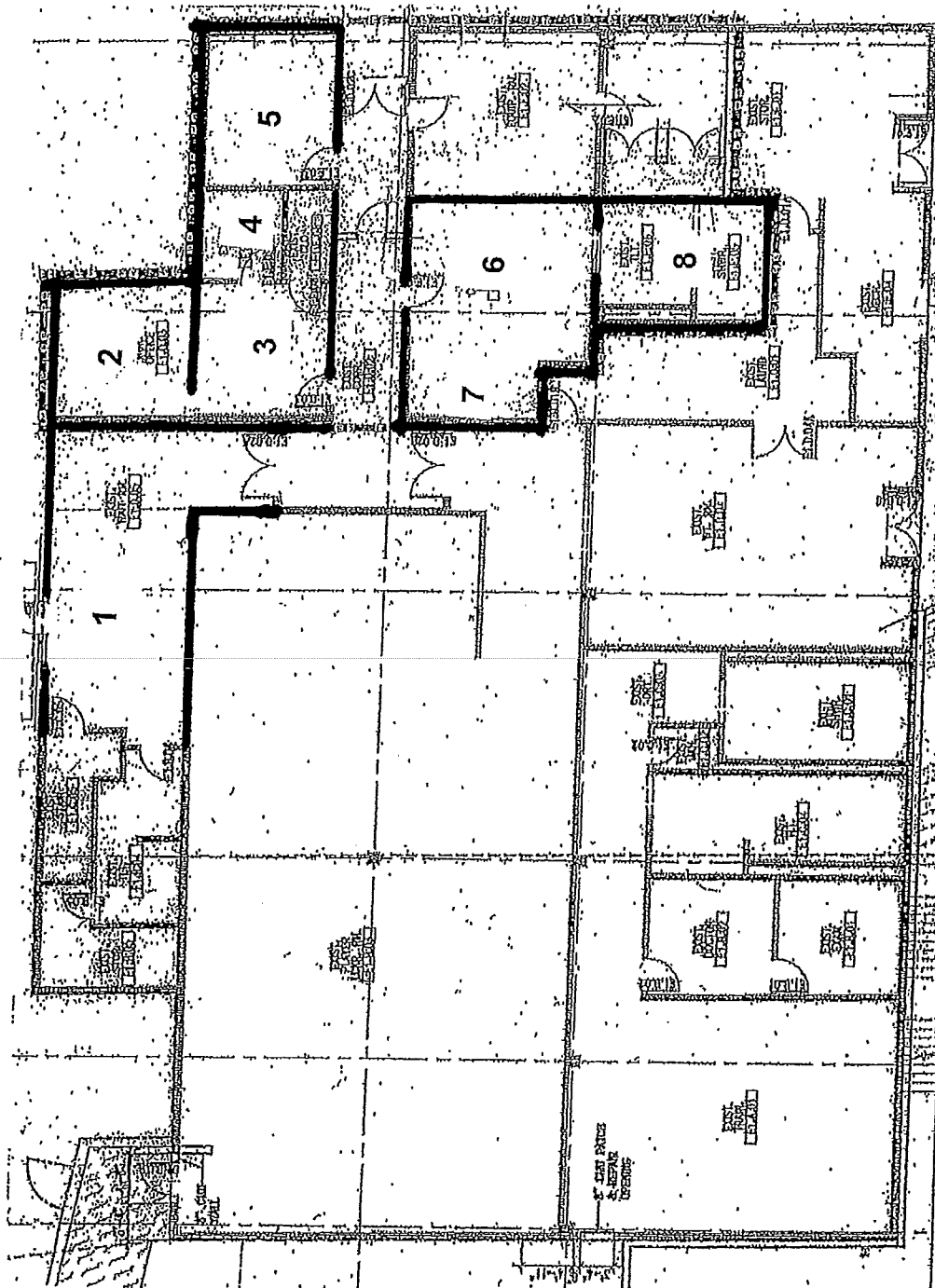
LOU SCHWECHTEMER

Print Name

Date: Dec 7, 2014

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR16-0703 (CVB) (CVB)



ENLARGED EXIST. BUILDING - A PLAN

EXHIBIT "C"

Office Schematics

Number	Location Description
1	Security Services Meetings, Briefings and Debriefs (daily usage from January through March)
2	Office #1 - Senior Program Coordinator (year round)
3	Staff Breakroom (year round)
4	Staff Restroom (year round)
5	Conference Room (daily usage from December through March of each year; based upon availability during other times of the year)
6	Office #2 - Program Assistant/Maintenance Coordinator (year round)
7	IT/Copier/Storage (year round)
8	Office #3 - Security Services Coordinators (daily usage from November through March of each year); separation wall shown on diagram no longer exists

CHG
BCC



SIXTH AMENDMENT TO CHARLOTTE SPORTS PARK AGREEMENT BETWEEN CHARLOTTE COUNTY, FLORIDA AND TAMPA BAY RAYS BASEBALL, LTD.

THIS SIXTH AMENDMENT TO THE CHARLOTTE SPORTS PARK AGREEMENT (the "Amendment") is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, (the "County"), and TAMPA BAY RAYS BASEBALL LTD., One Tropicana Drive, St. Petersburg, Florida 33705 (the "Rays"), (collectively, the "Parties").

FINDINGS

WHEREAS, on or about September 12, 2006, the County and the Rays entered into the Charlotte Sports Park Agreement (the "Agreement") to rehabilitate and use the Charlotte Sports Park (the "Sports Park" or "facility"), to provide a public recreation amenity, and to host the Rays' spring training program; and

WHEREAS, the Parties executed a First Amendment to the Agreement on January 26, 2010 to provide that the Rays would assume year-round responsibility for maintaining the Charlotte Sports Park stadium field and 5½ practice fields within the Sports Park complex; and

WHEREAS, the Parties executed a Second Amendment to the Agreement on January 25, 2011 to permit the Rays: (a) to occupy Building "B" at the Sports Park and (b) to assume year-round responsibility for landscaping maintenance for the common grounds surrounding the Sports Park Fields; and

WHEREAS, the Parties executed a Third Amendment to the Agreement on September 9, 2014 requiring that the Rays and the County provide for additional capital reserve funding contributions; and

WHEREAS, the Parties executed a Fourth Amendment to the Agreement on February 23, 2016 to permit the Rays to lease field maintenance equipment as a replacement for County Field Maintenance Equipment ~~as set forth in~~ Paragraph 5 "Sports Park Fields Maintenance Equipment" of the First Amendment to the Agreement; and

WHEREAS, the Parties executed a Fifth Amendment to the Agreement on June 19, 2017 to provide for additional capital reserve funding contributions by the Parties, to clarify certain insurance provisions, to amend or create new definitions used in the Fifth Amendment and the Agreement, to amend section 22 of the Agreement related to MLB Subordination, and, County agreed not to terminate the Agreement during any Spring Training Season; and

WHEREAS, the Rays wish to exercise three of its five options to renew pursuant to section 28 of the Agreement for a total renewal of three years; and

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WHEREAS, the Parties wish to extend their prior agreement to provide that each party shall contribute an additional fifty thousand dollars (\$50,000.00) per calendar year for each year of the three-year renewal described in this Amendment; and

WHEREAS, the Parties wish to clarify that if the County receives a liquor license after making application, the County will transfer (while maintaining ownership) the license to a Rays-designated vendor that will provide concession services during spring training; and that the Rays will provide liquor license liability insurance with the County as a named insured; that the Rays agree that the indemnification clause in paragraph 18 of the Charlotte Sports Park agreement shall also apply to any liability or insurance issues arising from the Rays-Designated Vendor's use of the liquor license; and, that the County may terminate the license transfer under certain circumstances.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **RAYS' EXERCISE OF ITS RIGHT TO RENEW.**

The Rays hereby exercise three of its five options to renew pursuant to section 28 of the Agreement for a total renewal of three years and the County consents to the renewal.

2. **EXTENSION OF CONTRIBUTIONS TO THE CAPITAL RESERVE FUND.**

The Rays agree to pay to the County for placement in the Capital Reserve Fund the amount of fifty thousand dollars (\$50,000) per calendar year for the years 2020, 2021, and 2022. In addition to these payments made by the Rays, the County agrees to place in the Capital Reserve Fund an additional fifty thousand dollars (\$50,000) per calendar year for the years 2020, 2021, and 2022. The Parties agree that these payments are to be made in addition to any funds already designated for placement in the Capital Reserve Fund under the Agreement, and are due and owing on or before December 1st of each calendar year without demand by either party.

3. **USE OF COUNTY'S LIQUOR LICENSE, LIABILITY INSURANCE; INDEMNITY; TERMINATION.**

The Parties acknowledge that the County will apply for a liquor license at Rays request. Pursuant to the application, the County will also apply to transfer the license, while retaining ultimate ownership pursuant to section 561.20(2)(h), Fla. Stat., to a concession vendor identified by the Rays to operate the liquor license pursuant to the Agreement as amended ("Rays-Designated Vendor"). The Rays agree to obtain a \$1 million liquor liability insurance policy to sell alcoholic beverages with the County as Certificate Holder and as an additional insured for as long as the County's liquor license is in use at Charlotte Sports Park and the Agreement remains in effect, which use may be terminated by either party on good cause and after delivering written notice to the other party and granting ten (10) days to allow the notified party to cure. The Parties acknowledge and agree that the Agreement's provisions shall apply to the liquor license

and any liability or claims related to or arising under or from the Rays-Designated Vendor's use of the liquor license, and specifically, that paragraph 18 of the Agreement shall be construed to cover all matters related to the Rays-Designated Vendor's use of the liquor license. The Parties further acknowledge and agree that the Agreement's provisions shall not apply to any liability or claims related to or arising under or from the use of the liquor license by a vendor other than the Rays-Designated Vendor, and specifically, that Paragraph 18 of the Agreement shall be construed not to cover matters related to use of the liquor license other than the Rays-Designated Vendor's use of the liquor license. The Parties acknowledge and agree that the County may terminate the Rays-Designated Vendor and transfer the liquor license for good cause by notifying the Rays of the County's decision to terminate the Rays-Designated Vendor. If the County decides to terminate the license transfer, such termination shall take effect thirty (30) days after delivery of a notice of termination upon the Rays as provided in the Agreement.

4. **INCORPORATION.**

The "Findings" provisions of this Amendment are specifically incorporated into and made a substantive part of this Amendment, and this Amendment is specifically incorporated into and made a substantive part of the Agreement, as amended.

5. **SEVERABILITY.**

If any provision of this Amendment shall be declared invalid or unenforceable, the remainder of this Amendment shall continue in full force and effect.

6. **CONFLICT WITH AGREEMENT.**

All provisions of the Agreement, as amended, not in conflict with this Amendment shall remain in full force and effect. To the extent of any conflict with the Agreement, as amended, the provisions of this Amendment shall control. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Agreement, as amended.

7. **ENTIRE AGREEMENT.**

~~This Amendment incorporates and includes all prior negotiations, correspondence, agreements or understandings between the Parties regarding this Amendment, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Amendment that are not contained in this Amendment.~~

8. **MODIFICATION.**

No modification, amendment or alteration in the terms or conditions contained in this Amendment shall be effective unless contained in a written document executed by the Parties. Notwithstanding anything in this Amendment to the contrary, neither the Agreement nor this Amendment may be amended, supplemented or otherwise modified, and no provision the Agreement or this Amendment may be waived, unless all necessary MLB Approvals have been obtained in advance.

9. **ASSIGNMENT.**

This Amendment, or any interest in this Amendment, must not be assigned, transferred or otherwise encumbered, under any circumstances by Rays without the prior written consent of County.

10. **AUTHORITY TO EXECUTE.**

County and Rays warrant to the other party that they, and the persons executing this Amendment on behalf of each of them, have the right, power and authority to execute this Amendment.

11. **EFFECTIVE DATE.**

This Amendment shall take effect upon signing by the Chair of the County's Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set after or preceding their respective signatures.

WITNESSES:

TAMPA BAY RAYS, LTD., a Florida limited partnership

Robbie Artz
(Signature)
Print Name: Robbie Artz

By: J.P. Higgins
Printed Name: JOHN P HIGGINS

Devin O'Connell
(Signature)
Print Name: Devin O'Connell

Its: SR. V.P. OF ADMINISTRATION/GENERAL COUNSEL
Date: 11/6/19

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 6TH day of NOVEMBER, 2019 by JOHN P. HIGGINS as SR. V.P. OF ADMINISTRATION/GENERAL COUNSEL of Tampa Bay Rays, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me or has produced _____ as identification.




(Notary Seal)

Diane Jeanine Villanova
NOTARY PUBLIC
Print Name: DIANE JEANINE VILLANOVA
My commission expires on JULY 31, 2020

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: *Kenneth W. Doherty*
Kenneth W. Doherty, Chairman
Date: November 22, 2019

The seal is circular with the text "BOARD OF COUNTY COMMISSIONERS" around the top and "CHARLOTTE COUNTY, FLORIDA" around the bottom. In the center, there is a large "S" and "C" stacked vertically, with a star between them.

ATTEST:
Roger D. Eaton, Clerk of the
Circuit Court and Ex-Officio Clerk of the
Board of County Commissioners

By: *Michelle DiBernardo*
Deputy Clerk A. ABR2006-053

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: *Janette S. Knowlton*
Janette S. Knowlton, County Attorney
LR19-0650 *me*

CHG
BCC
★

**SEVENTH AMENDMENT TO CHARLOTTE SPORTS PARK AGREEMENT
BETWEEN CHARLOTTE COUNTY, FLORIDA AND TAMPA BAY RAYS
BASEBALL, LTD.**

THIS SEVENTH AMENDMENT TO THE CHARLOTTE SPORTS PARK AGREEMENT (the "Amendment") is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, (the "County"), and TAMPA BAY RAYS BASEBALL LTD., One Tropicana Drive, St. Petersburg, Florida 33705 (the "Rays"), (collectively, the "Parties").

FINDINGS

WHEREAS, on or about September 12, 2006, the County and the Rays entered into the Charlotte Sports Park Agreement (the "Agreement") to rehabilitate and use the Charlotte Sports Park (the "Sports Park" or "facility"), to provide a public recreation amenity, and to host the Rays' spring training program; and

WHEREAS, the Parties executed a First Amendment to the Agreement on January 26, 2010 to provide that the Rays would assume year-round responsibility for maintaining the Charlotte Sports Park stadium field and 5½ practice fields within the Sports Park complex; and

WHEREAS, the Parties executed a Second Amendment to the Agreement on January 25, 2011 to permit the Rays: (a) to occupy Building "B" at the Sports Park and (b) to assume year-round responsibility for landscaping maintenance for the common grounds surrounding the Sports Park Fields; and

WHEREAS, the Parties executed a Third Amendment to the Agreement on September 9, 2014 requiring that the Rays and the County provide for additional capital reserve funding contributions; and

WHEREAS, the Parties executed a Fourth Amendment to the Agreement on February 23, 2016 to permit the Rays to lease field maintenance equipment as a replacement for County Field Maintenance Equipment as set forth in Paragraph 5 "Sports Park Fields Maintenance Equipment" of the First Amendment to the Agreement; and

WHEREAS, the Parties executed a Fifth Amendment to the Agreement on June 19, 2017 to provide for additional capital reserve funding contributions by the Parties, to clarify certain insurance provisions, to amend or create new definitions used in the Fifth Amendment and the Agreement, to amend section 22 of the Agreement related to MLB Subordination, and, County agreed not to terminate the Agreement during any Spring Training Season; and

WHEREAS, the Parties executed a Sixth Amendment to the Agreement on November 12, 2019 to renew pursuant to section 28 of the Agreement for a total renewal

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of three years; to extend their prior agreement to provide that each party shall contribute an additional fifty thousand dollars (\$50,000.00) per calendar year for each year of the three-year renewal described in this Amendment; and, to clarify certain matters related to a potential County liquor license; and

WHEREAS, the Parties wish to extend the Rays authority to lease field maintenance equipment as a replacement for County Field Maintenance Equipment as set forth in Paragraph 5 "Sports Park Fields Maintenance Equipment" of the First Amendment to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **AMENDMENT FOUR IS NULL AND VOID.**

The Parties agree that Amendment Number 4 to the Agreement dated February 23, 2016 is hereby deemed null and void and of no further effect upon the Parties.

2. **PURPOSE.**

The purpose of this Amendment is to provide for the leasing of field maintenance equipment by the Rays as agreed upon by the Parties in replacement of the County Field Maintenance Equipment provided to the Rays as set forth in Paragraph 5 "Sports Park Fields Maintenance Equipment" of the First Amendment to the Agreement. The Parties agree upon the necessary replacement of the County Field Maintenance Equipment and recognize that extending the lease of field maintenance equipment will continue to provide greater operational efficiency, and agree that the Rays shall be responsible for leasing field maintenance equipment for use at the Sports Park.

3. **EQUIPMENT LEASE; PAYMENT.**

The Rays shall enter into a four-year lease (the "Lease") with a third-party provider for field maintenance equipment. The Parties agree that the estimated annual cost for the Rays to lease the field maintenance equipment will be ninety three thousand four hundred fifty two and 28/100 dollars (\$93,452.28), and the County shall contribute annually during the term of the Lease the sum of forty-six thousand seven hundred twenty six and 14/100 dollars (\$46,726.14) from the Maintenance and Operations Fund described in the Agreement. If the actual annual lease amount is less than estimated, the County shall be entitled to offset its contribution in future years during the term of the Lease to equal a fifty percent (50%) contribution of the actual total lease amount. The County shall perform its obligations annually during the term of the Lease by tendering payment to the Rays on or about April 2 of each year after receiving confirmation from Rays that the four-year field maintenance equipment lease remains binding and valid. The County shall not be liable for any additional costs arising under the Lease of field maintenance equipment, including but not limited to maintenance, repair, storage, theft, or loss, unless damage, theft, or loss of the equipment occurs by the fault of the County and prompt demand is made by the Rays and received by the County.

4. **TERM.**

This Amendment shall become effective upon execution by the County. This Amendment shall be effective for the four-year term of the Lease. Upon the expiration or early termination of the Lease, all duties and obligations of the Lease shall automatically terminate. The Parties will assess options for the replacement of the field maintenance equipment on or before the expiration of the Lease, with a plan for the replacement of this equipment upon the expiration or early termination of the Lease to be agreed upon in partnership between the Parties.

5. **INCORPORATION.**

The "Findings" provisions of this Amendment are specifically incorporated into and made a substantive part of this Amendment, and this Amendment is specifically incorporated into and made a substantive part of the Agreement, as amended.

6. **SEVERABILITY.**

If any provision of this Amendment shall be declared invalid or unenforceable, the remainder of this Amendment shall continue in full force and effect.

7. **CONFLICT WITH AGREEMENT.**

All provisions of the Agreement, as amended, not in conflict with this Amendment shall remain in full force and effect. To the extent of any conflict with the Agreement, as amended, the provisions of this Amendment shall control. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Agreement, as amended.

8. **ENTIRE AGREEMENT.**

This Amendment incorporates and includes all prior negotiations, correspondence, agreements or understandings between the Parties regarding this Amendment, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Amendment that are not contained in this Amendment.

9. **MODIFICATION.**

No modification, amendment or alteration in the terms or conditions contained in this Amendment shall be effective unless contained in a written document executed by the Parties. Notwithstanding anything in this Amendment to the contrary, neither the Agreement nor this Amendment may be amended, supplemented or otherwise modified, and no provision of the Agreement or this Amendment may be waived, unless all necessary MLB Approvals have been obtained in advance.

10. **ASSIGNMENT.**

This Amendment, or any interest in this Amendment, must not be assigned, transferred or otherwise encumbered, under any circumstances by Rays without the prior written consent of County.

11. **AUTHORITY TO EXECUTE.**

County and Rays warrant to the other party that they, and the persons executing this Amendment on behalf of each of them, have the right, power and authority to execute this Amendment.

12. **EFFECTIVE DATE.**

This Amendment shall take effect upon signing by the Chair of the County's Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set after or preceding their respective signatures.

WITNESSES:

^{ASSISTANT}
TAMPA BAY RAYS, LTD., a Florida limited partnership

Robert Ritz
(Signature)
Print Name: Robert Ritz

By: [Signature]
Printed Name: John P. Higgins

Diane Jeanine Villanova
(Signature)
Print Name: DIANE JEANINE VILLANOVA

Printed Name: John P. Higgins
SR VP / General Counsel

Date: JANUARY 27, 2020

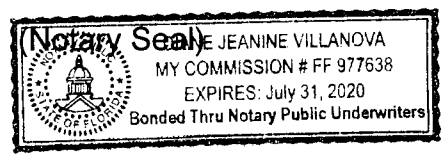
STATE OF FLORIDA
COUNTY OF Dicklens

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, on this 27th day of JANUARY, 2020 by John P. Higgins as SR VP / General Counsel of Tampa Bay Rays, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me or has produced _____ as identification.

Diane Jeanine Villanova
NOTARY PUBLIC

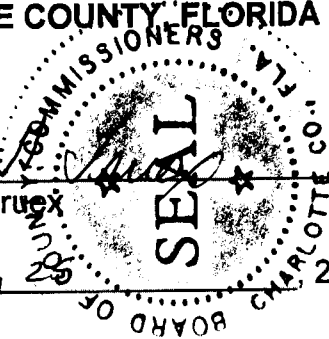
Print Name: DIANE JEANINE VILLANOVA

My commission expires on JULY 31, 2020



BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: William G. Truex
William G. Truex
Date: February 29 2020

The seal is circular with the text "BOARD OF COUNTY COMMISSIONERS" around the top and "CHARLOTTE COUNTY, FLORIDA" around the bottom. In the center, the word "SEAL" is written vertically. There are two stars on either side of the word "SEAL".

ATTEST:
Roger D. Eaton, Clerk of the
Circuit Court and Ex-Officio Clerk of the
Board of County Commissioners

By: Michelle DiBardino
Deputy Clerk PER 2006-053

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR19-0730 me

3) A COST-BENEFIT ANALYSIS OF THE TEAM'S IMPACT
ON THE COMMUNITY

RESEARCH DATA SERVICES, INC.

4520 WEST OAKELLAR AVENUE • #13169
TAMPA, FLORIDA 33611
TEL (813) 254-2975 • FAX (813) 223-2986



**2020 Tampa Bay Rays Spring Training
Visitor and Economic Impact Study**

*Charlotte County, Florida
February 23, 2020 – March 12, 2020*

Prepared for:

Charlotte County Board of County Commissioners

Prepared by:


Research Data Services, Inc.

July 2020

Certification and General Limiting Conditions

The following report has been prepared for 2020 Tampa Bay Rays Spring Training at the request of Charlotte County. **Research Data Services, Inc.** hereby certifies that, except as otherwise noted in the report:

1. We have no present or contemplated future interest in the project that is the subject of this study.
2. We have no personal interest or bias with respect to the subject matter of this report or the parties involved.
3. This report is based on estimates, assumptions, and other information developed from our research of the market, our knowledge of the industry, and our discussions with you and your representatives during which we were provided with certain information. The sources of information and the bases of estimates and assumptions are stated herein. To the best of our knowledge and belief, the statements of fact contained in this report, upon which analyses, opinions, and conclusions expressed herein are based, are true and correct.
4. This report sets forth all of the limiting conditions (imposed by the terms of our assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report.
5. Because circumstances may change and unanticipated events may occur subsequent to the date of this report, the reader must evaluate the assumptions and rationale of this report in light of the circumstances then prevailing. The terms of this engagement are such that we have no obligation to revise this report or the included projections to reflect events or conditions which occur subsequent to the completion of our fieldwork.



Claire Klages
President

July 6, 2020

Date

Methodology

The following research project was undertaken at the request of Charlotte County's Board of County Commissioners.

The research's objectives, as documented in the survey questionnaire (approved by the contracting parties), reflect the full scope of the project undertaken. The principal purpose of this study was to document the economic impact of the 2020 Tampa Bay Rays Spring Training season. In this context, the study tabulates and profiles both tourist/visitors and day-trippers who came to the area for Spring Training games.

The **findings of the study are based on 159 face-to-face interviews** conducted with randomly selected fans at 2020 Tampa Bay Rays Spring Training games. Our economic impact calculations address non-Charlotte resident game attendees. *Please note that the economic impact estimates detailed in the following report only include fan spending. They do not address the spending of the stadium, the Tampa Bay Rays team, visiting teams, or media in the destination.*

Research Data Services, Inc. is responsible for the design and analysis of this project. The research was implemented by staff interviewers, trained, and supervised by **RDS** professionals. The study questionnaire, processing softwares, optical scanning programs, and related materials developed and used in and for this project, as well as this report are protected by the copyright laws of the United States of America.

Summary of Research Findings

The objective of the Tampa Bay Rays’ Spring Training research was to document the economic impact of the team’s 2020 season. Attendance figures, provided by the team, indicate that some 44,511 fans attended the 12 Tampa Bay Rays home Spring Training games in the Charlotte Sports Park between February 23, 2020 and March 12, 2020. (Please note that the last four scheduled games of the 2020 season were canceled because of COVID-19 crisis.) **The total economic impact of fans attending 2020 Tampa Bay Rays Spring Training games is estimated to be \$9,536,400.**

The following, in summary, are the most salient findings of the research:

A. The Economic Impact of 2020 Tampa Bay Rays Spring Training on Charlotte County:

Estimated Attendee Economic Impacts	Direct Expenditures	Economic Impact
Overnight Charlotte County Visitors	\$4,384,200	\$6,686,000
Day-Trippers	<u>\$1,869,100</u>	<u>\$2,850,400</u>
Out-of-County Spring Training Attendees	\$6,253,300	\$9,536,400

Some 66.7% of overnight visitors say that attending a Spring Training game was a primary factor in bringing them to Charlotte County. The total economic impact of these visitors’ spending accounts for an estimated \$4,341,100 of value added to the destination. Overnight attendees, who stayed in paid accommodations and say Spring Training was a primary factor in their Charlotte visit, generated some 6,200 room nights for the County’s tourism industry. Commercial lodging visitors who came to the destination for reasons other than Spring Training, but attended a game as part of their Charlotte experience, represent an additional 3,100 room nights.

Additionally, residents and seasonal residents of Charlotte County spent an estimated \$939,500 attending Spring Training games.

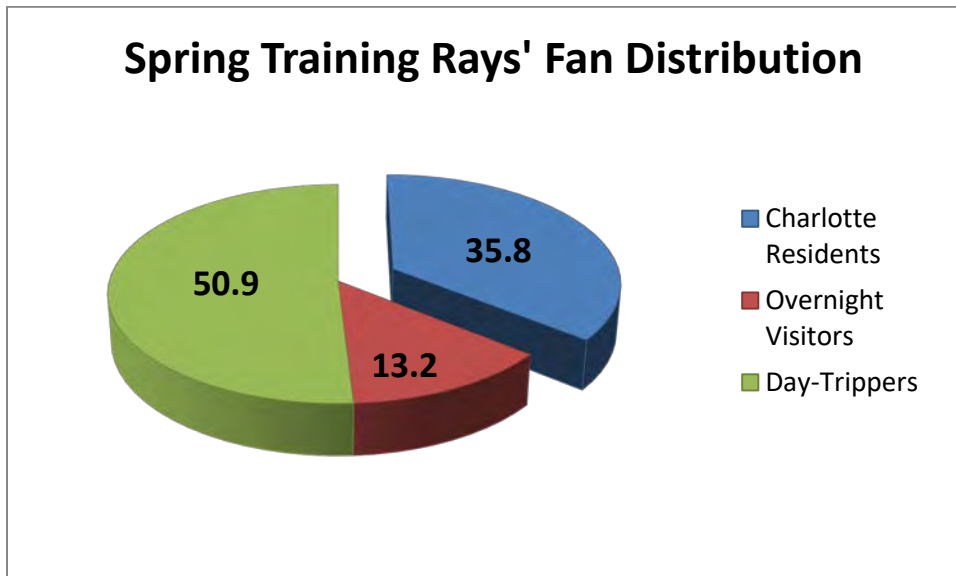
Note: The above economic impact estimates solely include fan spending. They do not address the spending of the stadium, the Tampa Bay Rays team, visiting teams, or media in the destination.

It is our estimate based on historical Rays and Grapefruit League attendance records that the four canceled games would have generated an additional \$3,324,400 of economic impact for the destination for 2020 season.

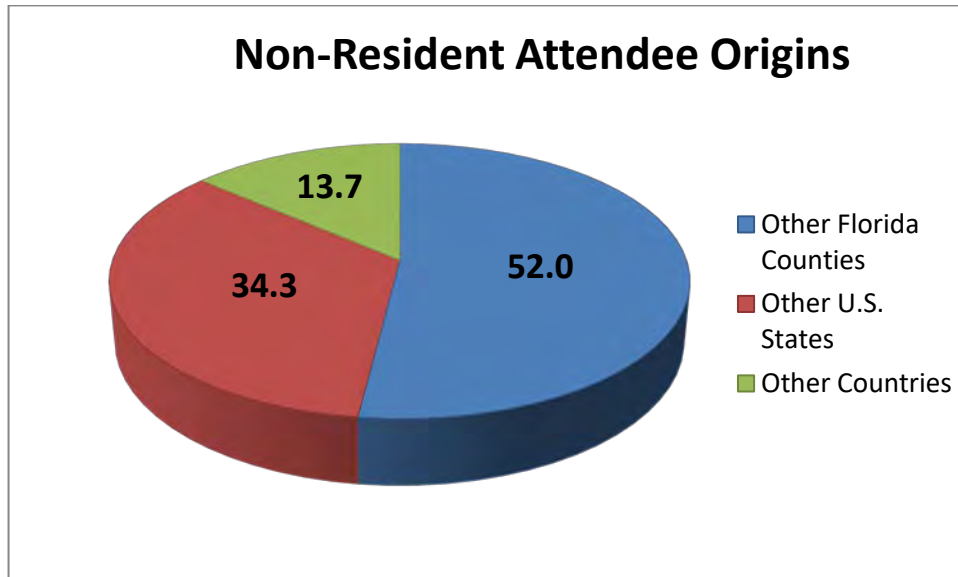
B. Profile of Visitors Attending 2020 Tampa Bay Rays Spring Training games:

1. Of the 44,511 people who attended the 2020 Tampa Bay Rays home Spring Training games in the Charlotte Sports Park, some 35.8% were Charlotte County residents or seasonal residents {Q1a}.
2. Non-resident attendees (64.2% of total) distribute as follows {Q1b}:

	<u>% of Total</u>
• Day-Trippers	50.9%
• Overnight Visitors	13.2



3. Of the non-Charlotte resident attendees, 52.0% came from other Florida counties, 34.3% from other states in the U.S., and 13.7% came from other countries {Q1a, Q2a, and Q2b}.



4. Overall, some 18.2% of game attendees had children under the age of 18 in their parties {Q10d}.
5. Overnight visitors attending 2020 Tampa Bay Rays Spring Training games report a median party size of 2.0 people. They spent an average of 4.4 nights in the local area {Q10c and Q7}.
6. Day-trippers also traveled with a median party size of 2.0 people {Q10c}.
7. Non-residents traveled to the area using the following transportation modes {Q9} (multiple response):
 - Personal Car 83.3%
 - Fly 15.7
 - Rental Car 11.8

8. In addition to spring training, out-of-town visitors volunteer enjoying the following other activities and interests in Charlotte County {Q11} (multiple response):

• Dining Out	43.1%
• Beach/Walking on the Beach	16.7
• Shopping	15.7
• Swimming	13.7
• Photography	12.7
• Relaxing	11.8
• Fishing	10.8
• Bars/Nightlife	9.8
• Visiting with Friends/Relatives	8.8
• Attractions	7.8
• Pool	6.9
• Boating	5.9
• Snowbird Baseball Classic	5.9
• Sight-Seeing	4.9

9. The majority of non-resident visitors surveyed (96.1%) plan to return to Charlotte County {Q12}. Specifically:

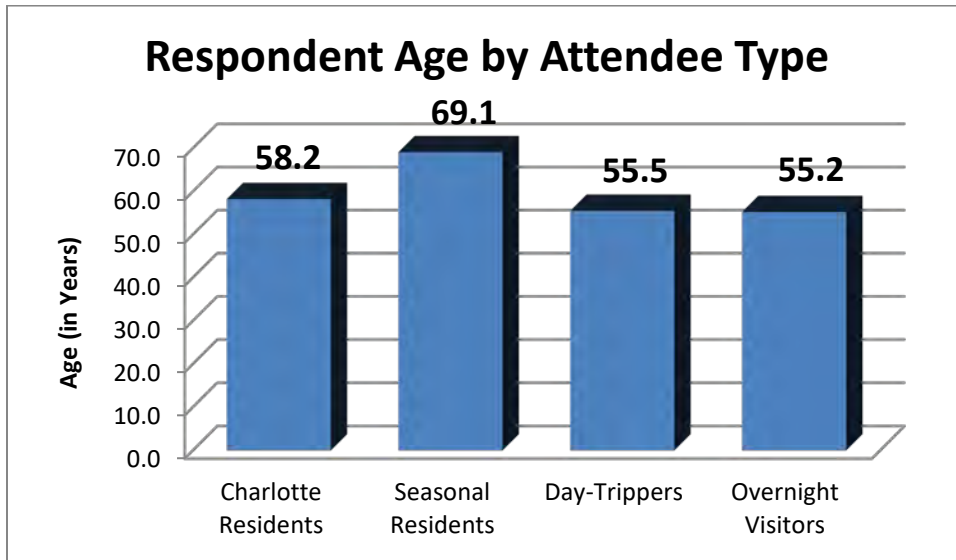
	<u>Plan to Return</u>
• Overnight Visitors	95.2%
• Day-Trippers	96.3

10. Two in five respondents (40.3%) attended regular season Ray’s games at Tropicana Field last season. Those respondents who did go to games report attending a median of three games during the 2019 season {Q4b}.

11. Better than two thirds of Spring Training game attendees (69.8%) watched Rays games on television during the 2019 season, with a median of 12 televised games watched {Q4c}.

12. Respondents' age distribution is as follows {Q13}:

	<u>Respondent Age</u>
• Charlotte Residents	58.2
• Seasonal Residents	69.1
• Day-Trippers	55.5
• Overnight Visitors	55.2



13. The median annual household income of game attendees is reported as \$113,970 {Q14}.

Appendix: *Database Tabulations*

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 1-1

Q1a. Are you a year round or seasonal resident of Charlotte County?

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL	159 100.0%	57 35.8%	102 64.2%	21 13.2%	81 50.9%
Yes, year round resident	29 18.2% 100.0%	29 50.9% 100.0%	--	--	--
		BCD			
Yes, seasonal resident	28 17.6% 100.0%	28 49.1% 100.0%	--	--	--
		BCD			
No, out-of-county visitor	102 64.2% 100.0%	--	102 100.0% 100.0%	21 100.0% 20.6%	81 100.0% 79.4%
			A	A	A

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 2-1

Q1b. Are you staying overnight in Charlotte or just visiting for the day?

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL					
BASE: Out of County Visitors (Q1a)	102 100.0%	--	102 100.0%	21 20.6%	81 79.4%
Staying overnight in Charlotte	21 20.6% 100.0%	--	21 20.6% 100.0%	21 100.0% 100.0%	--
Just visiting for the day	81 79.4% 100.0%	--	81 79.4% 100.0%	--	81 100.0% 100.0%
			D C	BD	BC

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 3-1

Q4b. How many of last year's regular season Rays games (2019) did you attend at Tropicana Field?

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL	159 100.0%	57 35.8%	102 64.2%	21 13.2%	81 50.9%
No Games	95 59.7% 100.0%	40 70.2% 42.1%	55 53.9% 57.9%	12 57.1% 12.6%	43 53.1% 45.3%
Attended Games	64 40.3% 100.0%	17 29.8% 26.6%	47 46.1% 73.4%	9 42.9% 14.1%	38 46.9% 59.4%
		BD	A		A

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 4-1

Q4b. How many of last year's regular season Rays games (2019) did you attend at Tropicana Field?

		Attendees				
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)	
Base: Attended Games	TOTAL	64	17	47	9	38
	100.0%	26.6%	73.4%	14.1%	59.4%	
Mean	7.2	3.1	8.7 A	12.6	7.8 A	
Median	3.0	2.0	3.0	4.0	3.0	
Mode	1.0	2.0	1.0	1.0	1.0	

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 5-1

Q4c. And how many of last year's regular season Rays games (2019) did you watch on television?

		Attendees				
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)	
TOTAL	TOTAL	159	57	102	21	81
		100.0%	35.8%	64.2%	13.2%	50.9%
No Games	48	16	32	9	23	
	30.2%	28.1%	31.4%	42.9%	28.4%	
	100.0%	33.3%	66.7%	18.8%	47.9%	
Watched Games	111	41	70	12	58	
	69.8%	71.9%	68.6%	57.1%	71.6%	
	100.0%	36.9%	63.1%	10.8%	52.3%	

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 6-1

Q4c. And how many of last year's regular season Rays games (2019) did you watch on television?

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL					
Base: Watched Games	111 100.0%	41 36.9%	70 63.1%	12 10.8%	58 52.3%
Mean	32.6	24.1	37.6 A	36.8	37.7 a
Median	12.0	12.0	12.0	26.0	12.0
Mode	10.0	10.0	10.0	40.0	10.0

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 7-1

Q5. Is this your first trip to Charlotte County?

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL					
BASE: Out of County Visitors (Q1a)	102	--	102	21	81
	100.0%		100.0%	20.6%	79.4%
Yes	50	--	50	10	40
	49.0%		49.0%	47.6%	49.4%
	100.0%		100.0%	20.0%	80.0%
No	52	--	52	11	41
	51.0%		51.0%	52.4%	50.6%
	100.0%		100.0%	21.2%	78.8%

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 8-1

Q7. And how many nights will you be spending here?

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL					
BASE: Charlotte Overnight Visitors (Q1b)	21 100.0%	--	21 100.0%	21 100.0%	--
Mean	4.4	--	4.4	4.4	--
Median	5.0	--	5.0	5.0	--
Mode	5.0	--	5.0	5.0	--

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 9-1

Q8. While in Charlotte County, are you staying in a:

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
BASE: Charlotte Overnight Visitors (Q1b)	21 100.0%	--	21 100.0%	21 100.0%	--
Hotel/Motel	13 61.9% 100.0%	--	13 61.9% 100.0%	13 61.9% 100.0%	--
With Friends/ Relatives	5 23.8% 100.0%	--	5 23.8% 100.0%	5 23.8% 100.0%	--
Vacation Rental	3 14.3% 100.0%	--	3 14.3% 100.0%	3 14.3% 100.0%	--

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 10-1

Q9. How did you travel to the Charlotte area? Did you come by: (MULTIPLE RESPONSE)

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
BASE: Out of County Visitors (Q1a)	102 100.0%	--	102 100.0%	21 20.6%	81 79.4%
Personal Car	85 83.3% 100.0%	--	85 83.3% 100.0%	12 57.1% 14.1%	73 90.1% 85.9%
Plane	16 15.7% 100.0%	--	16 15.7% 100.0%	9 42.9% 56.3%	7 8.6% 43.8%
Rental Car	12 11.8% 100.0%	--	12 11.8% 100.0%	5 23.8% 41.7%	7 8.6% 58.3%

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 11-1

Q10C. And how many people does this budget include?

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL	159 100.0%	57 35.8%	102 64.2%	21 13.2%	81 50.9%
1	8 5.0% 100.0%	2 3.5% 25.0%	6 5.9% 75.0%	-- -- --	6 7.4% 75.0%
			C		C
2	97 61.0% 100.0%	42 73.7% 43.3%	55 53.9% 56.7%	14 66.7% 14.4%	41 50.6% 42.3%
		BD			
3	26 16.4% 100.0%	9 15.8% 34.6%	17 16.7% 65.4%	4 19.0% 15.4%	13 16.0% 50.0%
4	20 12.6% 100.0%	4 7.0% 20.0%	16 15.7% 80.0%	3 14.3% 15.0%	13 16.0% 65.0%
			a		a
5	4 2.5% 100.0%	-- -- --	4 3.9% 100.0%	-- -- --	4 4.9% 100.0%
			AC		AC
6	3 1.9% 100.0%	-- -- --	3 2.9% 100.0%	-- -- --	3 3.7% 100.0%
			ac		ac
7	1 0.6% 100.0%	-- -- --	1 1.0% 100.0%	-- -- --	1 1.2% 100.0%

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 11-1

Q10C. And how many people does this budget include?

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
	TOTAL				
Mean	2.5	2.3	2.7 A	2.5	2.8 A
Median	2.0	2.0	2.0	2.0	2.0
Mode	2.0	2.0	2.0	2.0	2.0

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 12-1

Q10D. And how many of them are children or young adults (under 18 years of age)?

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL	159 100.0%	57 35.8%	102 64.2%	21 13.2%	81 50.9%
0	130 81.8% 100.0%	50 87.7% 38.5% C	80 78.4% 61.5% c	12 57.1% 9.2%	68 84.0% 52.3% C
1	18 11.3% 100.0%	6 10.5% 33.3%	12 11.8% 66.7%	6 28.6% 33.3% aD	6 7.4% 33.3%
2	9 5.7% 100.0%	--	9 8.8% 100.0% A	3 14.3% 33.3% a	6 7.4% 66.7% A
3	2 1.3% 100.0%	1 1.8% 50.0%	1 1.0% 50.0%	--	1 1.2% 50.0%
Mean	0.3	0.2	0.3 a	0.6 Ad	0.3
Median	0.000	0.000	0.000	0.000	0.000
Mode	--	--	--	--	--

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 13-1

Q11. And what other activities or interests are you enjoying while in the area? (MULTIPLE RESPONSE)

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
BASE: Out of County Visitors (Q1a)	102 100.0%	--	102 100.0%	21 20.6%	81 79.4%
Dining Out	44 43.1% 100.0%	--	44 43.1% 100.0%	12 57.1% 27.3%	32 39.5% 72.7%
Beach/Walking on the Beach	17 16.7% 100.0%	--	17 16.7% 100.0%	10 47.6% 58.8%	7 8.6% 41.2%
Shopping	16 15.7% 100.0%	--	16 15.7% 100.0%	9 42.9% 56.3%	7 8.6% 43.8%
Swimming	14 13.7% 100.0%	--	14 13.7% 100.0%	7 33.3% 50.0%	7 8.6% 50.0%
Photography	13 12.7% 100.0%	--	13 12.7% 100.0%	3 14.3% 23.1%	10 12.3% 76.9%
Relaxing	12 11.8% 100.0%	--	12 11.8% 100.0%	7 33.3% 58.3%	5 6.2% 41.7%
Fishing	11 10.8% 100.0%	--	11 10.8% 100.0%	4 19.0% 36.4%	7 8.6% 63.6%

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 13-1

Q11. And what other activities or interests are you enjoying while in the area? (MULTIPLE RESPONSE)

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
Bars/Nightlife	10 9.8% 100.0%	--	10 9.8% 100.0%	6 28.6% 60.0%	4 4.9% 40.0%
Visiting Friends/Relatives	9 8.8% 100.0%	--	9 8.8% 100.0%	8 38.1% 88.9%	1 1.2% 11.1%
Attractions	8 7.8% 100.0%	--	8 7.8% 100.0%	3 14.3% 37.5%	5 6.2% 62.5%
Pool	7 6.9% 100.0%	--	7 6.9% 100.0%	4 19.0% 57.1%	3 3.7% 42.9%
Boating	6 5.9% 100.0%	--	6 5.9% 100.0%	3 14.3% 50.0%	3 3.7% 50.0%
Snowbird Baseball Classic	6 5.9% 100.0%	--	6 5.9% 100.0%	1 4.8% 16.7%	5 6.2% 83.3%
Sight-Seeing	5 4.9% 100.0%	--	5 4.9% 100.0%	3 14.3% 60.0%	2 2.5% 40.0%
Biking	4 3.9% 100.0%	--	4 3.9% 100.0%	1 4.8% 25.0%	3 3.7% 75.0%

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 13-1

Q11. And what other activities or interests are you enjoying while in the area? (MULTIPLE RESPONSE)

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
Kayaking/Canoeing	4 3.9% 100.0%	--	4 3.9% 100.0%	--	4 4.9% 100.0%
Shelling	4 3.9% 100.0%	--	4 3.9% 100.0%	1 4.8% 25.0%	3 3.7% 75.0%
Arts/Culture (Theater, Art Galleries, Festivals, Concerts)	3 2.9% 100.0%	--	3 2.9% 100.0%	--	3 3.7% 100.0%
Nature Tour/Excursion	2 2.0% 100.0%	--	2 2.0% 100.0%	1 4.8% 50.0%	1 1.2% 50.0%
Parasailing	2 2.0% 100.0%	--	2 2.0% 100.0%	1 4.8% 50.0%	1 1.2% 50.0%
Reading	2 2.0% 100.0%	--	2 2.0% 100.0%	1 4.8% 50.0%	1 1.2% 50.0%
Water Cruise	2 2.0% 100.0%	--	2 2.0% 100.0%	1 4.8% 50.0%	1 1.2% 50.0%
Bird Watching	1 1.0% 100.0%	--	1 1.0% 100.0%	--	1 1.2% 100.0%

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 13-1

**Q11. And what other activities or interests are you enjoying while in the area?
(MULTIPLE RESPONSE)**

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
Business/Meeting/ Conference	1 1.0% 100.0%	-- 	1 1.0% 100.0%	-- 	1 1.2% 100.0%
Golfing	1 1.0% 100.0%	-- 	1 1.0% 100.0%	-- 	1 1.2% 100.0%
Wildlife/ Environment	1 1.0% 100.0%	-- 	1 1.0% 100.0%	1 4.8% 100.0%	--
Other	35 34.3% 100.0%	-- 	35 34.3% 100.0%	-- 	35 43.2% 100.0%

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 14-1

Q12. Will you visit Charlotte County again in the future?

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL					
BASE: Out of County Visitors (Q1a)	102 100.0%	--	102 100.0%	21 20.6%	81 79.4%
Yes	98 96.1% 100.0%	--	98 96.1% 100.0%	20 95.2% 20.4%	78 96.3% 79.6%
No	1 1.0% 100.0%	--	1 1.0% 100.0%	--	1 1.2% 100.0%
Don't Know	3 2.9% 100.0%	--	3 2.9% 100.0%	1 4.8% 33.3%	2 2.5% 66.7%

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 15-1

Q13. Respondent Age:

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
	TOTAL				
TOTAL	159 100.0%	57 35.8%	102 64.2%	21 13.2%	81 50.9%
Mean	58.3	63.5 BCD	55.4	55.2	55.5
Median	63.0	68.0	59.5	59.0	60.0
Mode	71.0	69.0	71.0	--	--

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 16-1

Q14. In dollars, what is the approximate combined ANNUAL INCOME of your household?

	Attendees				
	TOTAL	CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL ANSWERING	109 100.0%	45 41.3%	64 58.7%	14 12.8%	50 45.9%
< \$50,000	5 4.6% 100.0%	2 4.4% 40.0%	3 4.7% 60.0%	-- -- c	3 6.0% 60.0% c
\$50,000 - \$74,999	19 17.4% 100.0%	8 17.8% 42.1%	11 17.2% 57.9%	3 21.4% 15.8%	8 16.0% 42.1%
\$75,000 - \$99,999	21 19.3% 100.0%	13 28.9% 61.9%	8 12.5% 38.1%	-- -- C	8 16.0% 38.1% C
\$100,000 - \$149,999	34 31.2% 100.0%	16 35.6% 47.1%	18 28.1% 52.9%	6 42.9% 17.6%	12 24.0% 35.3%
\$150,000 - \$200,000	17 15.6% 100.0%	5 11.1% 29.4%	12 18.8% 70.6%	3 21.4% 17.6%	9 18.0% 52.9%
\$200,000 and over	13 11.9% 100.0%	1 2.2% 7.7%	12 18.8% 92.3%	2 14.3% 15.4%	10 20.0% 76.9% A
Median Income	\$113,970	\$99,038	\$127,777	\$133,333	\$125,000

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 17-1

Respondent Gender:

		Attendees				
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)	
TOTAL	TOTAL	159	57	102	21	81
		100.0%	35.8%	64.2%	13.2%	50.9%
Male	TOTAL	106	39	67	14	53
		66.7%	68.4%	65.7%	66.7%	65.4%
		100.0%	36.8%	63.2%	13.2%	50.0%
Female	TOTAL	53	18	35	7	28
		33.3%	31.6%	34.3%	33.3%	34.6%
		100.0%	34.0%	66.0%	13.2%	52.8%

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

2020 Tampa Bay Rays Spring Training Attendee Survey

Table 18-1

Ethnicity of respondent:

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL	159 100.0%	57 35.8%	102 64.2%	21 13.2%	81 50.9%
Caucasian	153 96.2% 100.0%	57 100.0% 37.3% BD	96 94.1% 62.7%	20 95.2% 13.1%	76 93.8% 49.7%
African-American	2 1.3% 100.0%	--	2 2.0% 100.0%	--	2 2.5% 100.0%
Hispanic	1 0.6% 100.0%	--	1 1.0% 100.0%	--	1 1.2% 100.0%
Asian	1 0.6% 100.0%	--	1 1.0% 100.0%	--	1 1.2% 100.0%
Other	2 1.3% 100.0%	--	2 2.0% 100.0%	1 4.8% 50.0%	1 1.2% 50.0%
No Response	2 1.3% 100.0%	--	2 2.0% 100.0%	1 4.8% 50.0%	1 1.2% 50.0%

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

4) EVIDENCE THAT THE CERTIFIED GOVERNMENTAL
ENTITY CONTINUES TO MEET THE CRITERIA IN EFFECT
WHEN APPLICANT WAS CERTIFIED

Evidence that the certified governmental entity continues to meet the criteria in effect when the applicant was certified

1. A “unit of local government” as defined in s. 218.369 is responsible for the acquisition, construction, management, or operation of the facility for a retained spring training franchise or holds title to the property on which the facility for a retained sprint training franchise is located. **Yes, the facility is County owned and holds the title to the property.**
2. The applicant has a verified copy of a signed agreement with a retained spring training franchise for the use of the facility for a term of at least 15 years. **Yes, the signed agreement is on file.**
3. The applicant has a financial commitment to provide 50 percent or more of the funds required by an agreement for the acquisition, construction, or renovation of the facility for a retained spring training franchise. The agreement can be contingent upon the awarding of funds under this section and other conditions precedent to use by the spring training franchise. **Yes, the financial commitment is on file.**
4. The applicant has projections, verified by the Office of Tourism, Trade, and Economic Development, which demonstrate that the facility for a retained spring training franchise will attract a paid attendance of at least 50,000 annually. Due to the cancellation of spring training by Major League Baseball attendance declined to below 50,000. **Yes, the County has attendance records.**

Year	Attendance
2009	103,255
2010	72,448
2011	74,082
2012	87,112
2013	90,935
2014	78,624
2015	71,472
2016	68,566
2017	81,752
2018	64,689
2019	67,001
2020	44,511

**City of Bradenton
(Pittsburgh Pirates)**



City of Bradenton

101 Old Main Street
Bradenton, Florida 34205-7865
(941) 932-9400
www.cityofbradenton.com

Wayne Poston
Mayor

August 27, 2020

Gene Gallo
Ward 1

Ryan Fierst, Senior Management Analyst II
Florida Department of Economic Opportunity
Division of Strategic Business Development
107 E. Madison Street, MSC 80, Caldwell Bldg.
Tallahassee, FL 32399-0001

Larriane Barnebey
Ward 2

Patrick Roff
Ward 3

Bill Sanders
Ward 4

Harold Byrd, Jr.
Ward 5

RE: Annual Report Requirement - Statute 288.11631(4)
Retained Spring Training Franchise Facility

Enclosed please find the following information, intended to fulfill the requirements of the 2010 Legislature's request for a 'Retained Spring Training Franchise' annual report.

- A detailed report, along with a one-page summary, on all local and state funds expended to date
See Schedule of Revenues & Expenditures
See also - excerpts from the Special Obligation Revenue Bonds, Series 2016 "Official Statement" including sources/uses of funds, project description and certification notation
- A copy of the contract between the City of Bradenton and the Pittsburgh Pirates
See 2006 Lease Agreement and subsequent documents
- The Pirates' impact on the community
The City of Bradenton and Manatee County did not contract with a market research firm this year. Enclosed are related articles compiled from outside sources.
- Evidence that the city continues to meet the criteria in effect when certified
See 2020 Annual Report regarding the Pittsburgh Pirates and their Class "A" affiliate Bradenton Marauders

Please feel free to contact me for further information at (941) 932-9442 or sharon.beauchamp@cityofbradenton.com.

Sincerely,

Sharon Beauchamp
City Clerk & Treasurer

CITY OF BRADENTON / PITTSBURGH PIRATES - SCHEDULE OF REVENUES AND EXPENDITURES

FY:	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
COSTS																		
Operating & Administrative Costs	\$ 597,678	\$ 553,579	\$ 618,816	\$ 562,694	\$ 549,302	\$ 92,264	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Taxes - Pirate City	\$ 82,296	\$ 84,901	\$ 93,801	\$ 99,591	\$ 104,929	\$ 114,117	\$ 80,060	\$ 79,903	\$ 211,941	\$ 201,631	\$ 178,988	\$ 186,812	\$ 78,621	\$ 90,294	\$ 101,319	\$ 121,448	\$ 129,108	\$ 134,902
Property Taxes - McKechnie Field	\$ 56,250	\$ 55,266	\$ 54,539	\$ 53,647	\$ 51,168	\$ 47,422	\$ 49,835	\$ 43,313	\$ 43,886	\$ 42,854	\$ 41,050	\$ 39,866	\$ 8,265	\$ 8,352	\$ 11,844	\$ 12,113	\$ 18,258	\$ 18,154
Capital Improvements ⁽¹⁾ see below																		
Debt Service																		
1995 Subordinate Lien \$4,575,000	281,059	281,059	281,059	281,059	281,059	281,059	281,059	281,059	239,378	1,247,207	-	-	-	-	-	-	-	-
1998 Capital Improvement \$3,150,000	413,775	404,742	400,918	389,634	374,616	357,817	-	-	-	-	-	-	-	-	-	-	-	-
2007 Special Obligation \$18,645,000	-	-	-	-	315,496	1,113,311	1,109,911	1,112,836	1,110,236	1,112,287	1,109,052	1,109,206	1,112,431	925,193	504,340	504,047	503,895	503,736
2012 Capital Improvements \$7,500,000	-	-	-	-	-	-	-	-	-	100,742	487,250	504,816	504,480	172,289	275,850	1,008,050	1,003,950	1,004,550
2016 Special Ob Refunding \$14,280,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	999,507	-	-	-
TDC Contribution - McKechnie Scoreboard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
FL DEO Grant - Tournament Sports Park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	743,899	-	-	-
Capital Reserve Fund ⁽²⁾ Contributions	-	-	-	-	-	750,000	-	137,152	130,625	136,503	136,503	138,972	141,849	144,119	145,560	147,750	152,272	154,634
Total Costs	\$ 1,430,558	\$ 1,379,547	\$ 1,449,133	\$ 1,386,625	\$ 1,676,570	\$ 2,755,990	\$ 1,514,865	\$ 1,654,263	\$ 1,755,666	\$ 2,841,224	\$ 1,952,223	\$ 1,979,472	\$ 1,845,646	\$ 1,844,586	\$ 2,782,176	\$ 1,793,408	\$ 1,807,483	\$ 1,815,976
REVENUES																		
Pirates Lease	40,446	94,783	119,256	138,989	195,884	-	-	-	-	-	-	-	-	-	-	-	-	-
Manatee County																		
Tourist Development Tax 10.5% of 2¢	209,800	216,085	238,572	253,906	269,510	263,611	255,531	269,381	289,237	366,602	-	-	-	-	-	-	-	-
Tourist Development Tax - 5th Cent	-	-	-	-	-	-	-	-	-	-	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
Property Tax Reimbursement - Pirate City ⁽³⁾	-	32,069	34,537	36,284	38,221	38,678	27,328	27,062	69,297	64,336	62,314	58,756	24,995	28,886	34,299	40,230	42,920	45,322
14th Street CRA Contribution ⁽⁴⁾	-	-	-	-	-	30,000	24,987	24,477	25,162	24,793	50,000	50,000	50,000	50,000	50,000	-	-	-
State of Fla. Spring Training Facilities Grant	-	-	-	-	291,669	500,004	500,004	500,004	500,004	500,004	500,004	500,004	500,004	500,004	500,004	500,004	500,004	500,004
TDC Contribution - McKechnie Scoreboard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	999,507	-	-	-
FL DEO Grant - Tournament Sports Park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	743,899	-	-	-
City of Bradenton	\$ 1,186,312	\$ 1,036,630	\$ 1,056,768	\$ 957,436	\$ 887,286	\$ 1,923,697	\$ 707,015	\$ 833,359	\$ 851,966	\$ 1,895,549	\$ 939,905	\$ 970,712	\$ 870,647	\$ 865,696	\$ 54,467	\$ 853,174	\$ 864,559	\$ 870,650
Total Revenues	\$ 1,430,558	\$ 1,379,547	\$ 1,449,133	\$ 1,386,625	\$ 1,676,570	\$ 2,755,990	\$ 1,514,865	\$ 1,654,263	\$ 1,755,666	\$ 2,841,224	\$ 1,952,223	\$ 1,979,472	\$ 1,845,646	\$ 1,844,586	\$ 2,782,176	\$ 1,793,408	\$ 1,807,483	\$ 1,815,976

⁽¹⁾ Capital Improvements:

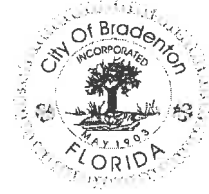
- 1998 \$3,000,000 Improvements to clubhouse
- 2007 \$18,645,000 Renovations to McKechnie Field and Pirate City
- 2012 \$7,500,000 Renovations to McKechnie Field
- 2016 \$14,280,000 Special Obligation Revenue Refunding Bonds (These bonds refunded the 2007 \$18,645,000 Renovations to McKechnie Field and Pirate City bonds)
- FL DEO Grant of \$743,899 for Tournament Sports Park
- TDC Contribution to New Scoreboard at McKechnie (LECOM) Field

⁽²⁾ Capital Reserve Fund - City to make annual contribution of \$125,000 with annual CPI increases up to a maximum of 4.5%

Investment income earned on the amounts. In the Capital Reserve Fund shall be added to the principal of the Capital Reserve Fund.

⁽³⁾ Reimbursement from Manatee County for county portion of property tax bill

⁽⁴⁾ Contributions ended in 2017



City of Bradenton
McKechnie Field/Pirate City - Debt History

1987 – 1995 maturity date
Florida League of Cities Loan

- Allocated up to \$4,000,000 for “municipal purposes”
- Drew down \$3,000,000 for renovations to McKechnie Field in 1992
- Balloon payment \$3,035,100 due December 1995

1995 – 2015 maturity date
Subordinate Lien Special Revenue Refunding Bonds - \$4,575,000

- Issued to refund the Golf Course Revenue Bonds - Series 1985 and the McKechnie Field capital improvements financed by the Florida League of Cities loan
- Allocation: 76% McKechnie; 24% Golf Course
- Paid off (final payment made 2012)

1998 – 2008 maturity date
Capital Improvement Revenue Bonds Series 1998 - \$3,150,000

- Issued to finance capital improvements to Pirate City
- Final payment of \$87,500 made June 1, 2008

2007 – 2037 maturity date
Special Obligation Revenue Bonds Series 2007 - \$18,645,000

- Issued to finance capital improvements to Pirate City and McKechnie Field
- State of Florida Retained Spring Training Facilities grant revenue - \$500,000/annually toward debt service
- Advance refunded in 2016 with the Special Obligation Revenue Refunding Bond Series 2016 - \$14,280,000

2011 – 2027 maturity date
Special Obligation Revenue Bond Series 2012 - \$7,500,000

- Issued to finance capital improvements to McKechnie Field
- Final payment of \$2,750,165 due February 1, 2027

2016 – 2037 maturity date
Special Obligation Revenue Refunding Bond Series 2016 - \$14,280,000

- Issued to advance refund all of the City’s outstanding Special Obligation Revenue Bond Series 2007 - \$18,645,000
- Final payment of \$994,700 due September 1, 2037



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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

P 1
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FOR 2020 99

ACCOUNTS FOR:
208 SPEC OBLIGATION DEBT-SER 2012

51700 DEBT SERVICE PAYMENTS

20851700 SPEC OBLIGATION DEBT-SER 2012

20851700_571000_DB208_PRINCIPAL
20851700_572000_DB208_INTEREST

TOTAL SPEC OBLIGATION DEBT-SER 2012

TOTAL DEBT SERVICE PAYMENTS

TOTAL SPEC OBLIGATION DEBT-SER 2012

TOTAL EXPENSES

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
	343,137	0	343,137	343,137.00		.00	100.0%
	160,599	0	160,599	160,598.89		.11	100.0%
	503,736	0	503,736	503,735.89		.11	100.0%
	503,736	0	503,736	503,735.89		.11	100.0%
	503,736	0	503,736	503,735.89		.11	100.0%
	503,736	0	503,736	503,735.89		.11	100.0%



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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

P 1
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FOR 2020 99

ACCOUNTS FOR:
216 SPEC OBLIGATION DEBT-SER 2016

51700 DEBT SERVICE PAYMENTS

21651700 SPEC OBLIGATION DEBT-SER 2016

21651700 51000 DE216 PRINCIPAL
21651700 52000 DE216 INTEREST -

TOTAL SPEC OBLIGATION DEBT-SER 2016
TOTAL DEBT SERVICE PAYMENTS
TOTAL SPEC OBLIGATION DEBT-SER 2016
TOTAL EXPENSES

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
	495,000	0	495,000	.00	.00	495,000.00	.0%
	509,550	0	509,550	254,775.00	.00	254,775.00	50.0%
	1,004,550	0	1,004,550	254,775.00	.00	749,775.00	25.4%
	1,004,550	0	1,004,550	254,775.00	.00	749,775.00	25.4%
	1,004,550	0	1,004,550	254,775.00	.00	749,775.00	25.4%
	1,004,550	0	1,004,550	254,775.00	.00	749,775.00	25.4%



City of Bradenton
 YEAR-TO-DATE BUDGET REPORT

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FOR 2019 99

ACCOUNTS FOR:
 216 SPEC OBLIGATION DEBT-SER 2016

51700 DEBT SERVICE PAYMENTS

21651700 SPEC OBLIGATION DEBT-SER 2016

21651700 571000 DE216 PRINCIPAL

21651700 572000 DE216 INTEREST

TOTAL SPEC OBLIGATION DEBT-SER 2016

TOTAL DEBT SERVICE PAYMENTS

TOTAL SPEC OBLIGATION DEBT-SER 2016

TOTAL EXPENSES

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FOR 2019 99

ACCOUNTS FOR:
 216 SPEC OBLIGATION DEBT-SER 2016

51700 DEBT SERVICE PAYMENTS

21651700 SPEC OBLIGATION DEBT-SER 2016

21651700 571000 DE216 PRINCIPAL

21651700 572000 DE216 INTEREST

TOTAL SPEC OBLIGATION DEBT-SER 2016

TOTAL DEBT SERVICE PAYMENTS

TOTAL SPEC OBLIGATION DEBT-SER 2016

TOTAL EXPENSES

	ORIGINAL APPROP	TRANSFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
21651700 571000 DE216 PRINCIPAL	480,000	0	480,000	480,000.00		.00	100.0%
21651700 572000 DE216 INTEREST	523,950	0	523,950	523,950.00		.00	100.0%
TOTAL SPEC OBLIGATION DEBT-SER 2016	1,003,950	0	1,003,950	1,003,950.00		.00	100.0%
TOTAL DEBT SERVICE PAYMENTS	1,003,950	0	1,003,950	1,003,950.00		.00	100.0%
TOTAL SPEC OBLIGATION DEBT-SER 2016	1,003,950	0	1,003,950	1,003,950.00		.00	100.0%
TOTAL EXPENSES	1,003,950	0	1,003,950	1,003,950.00		.00	100.0%

City of Bradenton
 YEAR-TO-DATE BUDGET REPORT

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FOR 2019 99

ACCOUNTS FOR:
 216 SPEC OBLIGATION DEBT-SER 2016

51700 DEBT SERVICE PAYMENTS

21651700 SPEC OBLIGATION DEBT-SER 2016

21651700 571000 DE216 PRINCIPAL

21651700 572000 DE216 INTEREST

TOTAL SPEC OBLIGATION DEBT-SER 2016

TOTAL DEBT SERVICE PAYMENTS

TOTAL SPEC OBLIGATION DEBT-SER 2016

TOTAL EXPENSES



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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

FOR 2019 99

ACCOUNTS FOR:
208 SPEC OBLIGATION DEBT-SER 2012

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
51700 DEBT SERVICE PAYMENTS							
20851700 SPEC OBLIGATION DEBT-SER 2012							
20851700 571000 DB208 PRINCIPAL	332,885	0	332,885	332,885.00	.00	.00	100.0%
20851700 572000 DE208 INTEREST	171,010	0	171,010	171,009.62	.00	.38	100.0%
TOTAL SPEC OBLIGATION DEBT-SER 2012	503,895	0	503,895	503,894.62	.00	.38	100.0%
TOTAL DEBT SERVICE PAYMENTS	503,895	0	503,895	503,894.62	.00	.38	100.0%
TOTAL SPEC OBLIGATION DEBT-SER 2012	503,895	0	503,895	503,894.62	.00	.38	100.0%
TOTAL EXPENSES	503,895	0	503,895	503,894.62	.00	.38	100.0%



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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

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FOR 2018 13

ACCOUNTS FOR:
216 SPEC OBLIGATION DEBT-SER 2016

21651700 SPEC OBLIGATION DEBT-SER 2016

21651700 571000 DB216 PRINCIPAL - D
21651700 572000 DB216 INTEREST - DE
21651700 573000 DB216 FEES & EXP -

TOTAL SPEC OBLIGATION DEBT-SER 2016

TOTAL SPEC OBLIGATION DEBT-SER 2016

TOTAL EXPENSES

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	470,000	0	470,000	470,000.00	.00	.00	100.0%
	538,050	0	538,050	538,050.00	.00	.00	100.0%
	3,000	0	3,000	.00	.00	3,000.00	.0%
TOTAL SPEC OBLIGATION DEBT-SER 2016	1,011,050	0	1,011,050	1,008,050.00	.00	3,000.00	99.7%
TOTAL SPEC OBLIGATION DEBT-SER 2016	1,011,050	0	1,011,050	1,008,050.00	.00	3,000.00	99.7%
TOTAL EXPENSES	1,011,050	0	1,011,050	1,008,050.00	.00	3,000.00	

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City of Bradenton
YEAR-TO-DATE BUDGET REPORT



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ACCOUNTS FOR:
208 SPEC OBLIGATION DEBT-SER 2012

20851700 SPEC OBLIGATION DEBT-SER 2012

20851700 571000 DB208 PRINCIPAL - D
20851700 572000 DB208 INTEREST - DE

TOTAL SPEC OBLIGATION DEBT-SER 2012
TOTAL SPEC OBLIGATION DEBT-SER 2012
TOTAL EXPENSES

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMNTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	322,938	0	322,938	322,938.00	.00	.00	100.0%
	181,109	0	181,109	181,109.29	.00	-.29	100.0%*
TOTAL SPEC OBLIGATION DEBT-SER 2012	504,047	0	504,047	504,047.29	.00	-.29	100.0%
TOTAL SPEC OBLIGATION DEBT-SER 2012	504,047	0	504,047	504,047.29	.00	-.29	100.0%
TOTAL EXPENSES	504,047	0	504,047	504,047.29	.00	-.29	100.0%



Revenue Detail

		FY 2015 Actual	FY 2016 Actual	FY 2017 Adopted	FY 2018 Adopted
35 INTEREST EARNINGS					
30601 361100	INTEREST EARNINGS	6,281	7,899	4,300	12,950
	INTEREST EARNINGS TOTAL \$	6,281	7,899	4,300	12,960
37 MISCELLANEOUS					
30602 369300	REFUND/PA OF YR EXPENDITURES	4,121	-	-	-
	MISCELLANEOUS TOTAL \$	4,121			
39 OTHER SOURCES					
30605 331001	INTERFUND TRANSFER IN-GEN FUND	141,849	144,119	145,560	147,750
	OTHER SOURCES TOTAL \$	141,849	144,119	145,560	147,750
	GRAND TOTAL \$	152,251	152,018	149,860	160,710



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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

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FOR 2017 99

ACCOUNTS FOR:
216 SPEC OBLIGATION DEBT-SER 2016

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
51700 DEBT SERVICE PAYMENTS							
21651700.571000.DB216.PRINCIPAL - D	455,000	455,000	.00	.00	.00	455,000.00	.0%
21651700.572000.DB216.INTEREST - DE	551,700	551,700	275,850.00	.00	.00	275,850.00	50.0%
21651700.573000.DB216.FEES & EXP -	11,000	11,000	.00	.00	.00	11,000.00	.0%
TOTAL DEBT SERVICE PAYMENTS	1,017,700	1,017,700	275,850.00	.00	.00	741,850.00	27.1%
TOTAL SPEC OBLIGATION DEBT-SER 20	1,017,700	1,017,700	275,850.00	.00	.00	741,850.00	27.1%
TOTAL EXPENSES	1,017,700	1,017,700	275,850.00	.00	.00	741,850.00	



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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

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FOR 2017 99

ACCOUNTS FOR: 216 SPEC OBLIGATION DEBT-SER 2016	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
00000 REVENUES							
21605 381001 DE216 001 GEN FUND INT	-483,400	-483,400	-362,549.97	.00	.00	-120,850.03	75.0%
TOTAL REVENUES	-483,400	-483,400	-362,549.97	.00	.00	-120,850.03	75.0%
TOTAL SPEC OBLIGATION DEBT-SER 20	-483,400	-483,400	-362,549.97	.00	.00	-120,850.03	75.0%
TOTAL REVENUES	-483,400	-483,400	-362,549.97	.00	.00	-120,850.03	75.0%



Revenue Detail

		FY 2014 Actual	FY 2015 Actual	FY 2016 Revised	FY 2017 Adopted
35 INTEREST EARNINGS					
30601 351100	INTEREST EARNINGS	3,452	6,281	4,300	4,300
	INTEREST EARNINGS TOTAL \$	3,452	6,281	4,300	4,300
37 MISCELLANEOUS					
30602 369300	REFUND - PRIOR YR EXPENDITURES	--	4,121	--	--
	MISCELLANEOUS TOTAL \$	--	4,121	--	--
39 OTHER SOURCES					
30605 381001	INTERFUND TRANSFER IN-GEN FUND	138,972	141,849	144,119	145,560
	OTHER SOURCES TOTAL \$	138,972	141,849	144,119	145,560
	GRAND TOTAL \$	142,424	152,251	148,419	149,860



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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

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FOR 2017 99

ACCOUNTS FOR:
208 SPEC OBLIGATION DEBT-SER 2012

00000 REVENUES	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
20805 381001 DE208 INTERFUND TRANSF	-104,197	-104,197	-78,147.72	.00	.00	-26,049.28	75.0%
TOTAL REVENUES	-104,197	-104,197	-78,147.72	.00	.00	-26,049.28	75.0%
TOTAL SPEC OBLIGATION DEBT-SER 20	-104,197	-104,197	-78,147.72	.00	.00	-26,049.28	75.0%
TOTAL REVENUES	-104,197	-104,197	-78,147.72	.00	.00	-26,049.28	



FOR 2017 99

ACCOUNTS FOR:
208 SPEC OBLIGATION DEBT-SER 2012

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
00000 REVENUES							
20803.366005...JDC...CONTRIBUTIONS	-400,000	-400,000	.00	.00		-400,000.00	.0%
TOTAL REVENUES	-400,000	-400,000	.00	.00		-400,000.00	.0%
TOTAL SPEC OBLIGATION DEBT-SER 20	-400,000	-400,000	.00	.00		-400,000.00	.0%
TOTAL REVENUES	-400,000	-400,000	.00	.00		-400,000.00	.0%



ACCOUNTS FOR:
301 CAPITAL IMPROVEMENT FUND

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
58200 CAPITAL IMPROVEMENTS							
20158200 563000 12807 SIDEWALKS TO	0	220,000	90,699.17	.00	.00	129,300.83	41.2%
30158200 563000 16307 TOURNAMENT SP	750,000	750,000	758,958.01	.00	.00	-8,958.01	101.2%
30158200 563000 16308 MCKECHNIE/LEC	1,000,000	1,000,000	999,507.18	.00	.00	492.82	100.0%
30158200 563000 17802 MONUMENT SIGN	15,000	15,000	6,425.05	.00	.00	8,574.95	42.8%
30158200 563000 17803 DOWNTOWN PARK	6,640,000	6,640,000	45,939.38	.00	.00	6,594,060.62	.7%
TOTAL CAPITAL IMPROVEMENTS	8,405,000	8,625,000	1,901,528.79	.00	.00	6,723,471.21	22.0%
TOTAL CAPITAL IMPROVEMENT FUND	8,405,000	8,625,000	1,901,528.79	.00	.00	6,723,471.21	22.0%
TOTAL EXPENSES	8,405,000	8,625,000	1,901,528.79	.00	.00	6,723,471.21	



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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

FOR 2017 99

ACCOUNTS FOR:
216 SPEC OBLIGATION DEBT-SER 2016

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
00000 REVENUES							
21604-334700-DEBT-SER 2016-CULTURE & REC/ST	-500,000	-500,000	-458,337.00	.00	.00	-41,663.00	91.7%
TOTAL REVENUES	-500,000	-500,000	-458,337.00	.00	.00	-41,663.00	91.7%
TOTAL SPEC OBLIGATION DEBT-SER 20	-500,000	-500,000	-458,337.00	.00	.00	-41,663.00	91.7%
TOTAL REVENUES	-500,000	-500,000	-458,337.00	.00	.00	-41,663.00	91.7%



City of Bradenton
 YEAR-TO-DATE BUDGET REPORT

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FOR 2017 99

ACCOUNTS FOR:
 208 SPEC OBLIGATION DEBT-SER 2012

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ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
00000 REVENUES							
20803 366005 TDC CONTRIBUTIONS	-400,000	-400,000	.00	.00	.00	-400,000.00	.0%
TOTAL REVENUES	-400,000	-400,000	.00	.00	.00	-400,000.00	.0%
TOTAL SPEC OBLIGATION DEBT-SER 20	-400,000	-400,000	.00	.00	.00	-400,000.00	.0%
TOTAL REVENUES	-400,000	-400,000	.00	.00	.00	-400,000.00	.0%



FOR 2017 99

ACCOUNTS FOR:
208 SPEC OBLIGATION DEBT-SER 2012

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
51700 DEBT SERVICE PAYMENTS							
20851700_571000_DB208_PRINCIPAL - D	313,289	313,289	313,289.00	.00	.00	.00	100.0%
20851700_572000_DB208_INTEREST - DE	190,908	190,908	190,907.20	.00	.00	.80	100.0%
TOTAL DEBT SERVICE PAYMENTS	504,197	504,197	504,196.20	.00	.00	.80	100.0%
TOTAL SPEC OBLIGATION DEBT-SER 20	504,197	504,197	504,196.20	.00	.00	.80	100.0%
TOTAL EXPENSES	504,197	504,197	504,196.20	.00	.00	.80	100.0%



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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

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FOR 2016 13

ACCOUNTS FOR: 207	SPEC OBLIGATION DEBT-SER 2007	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
00000	REVENUES							
20703	GRANTS/CONTRIBUTIONS							
20703	366030 MANATEE COUNTY CONTRI	0	0	0	-28,885.63	.00	28,885.63	100.0%
	TOTAL GRANTS/CONTRIBUTIONS	0	0	0	-28,885.63	.00	28,885.63	100.0%
20704	CAPITAL GRANTS/CONTRIBUTIONS							
20704	334700 12301 PRO SPORTS STATE	-500,000	0	-500,000	-458,337.00	.00	-41,663.00	91.7%*
	TOTAL CAPITAL GRANTS/CONTRIBUTIONS	-500,000	0	-500,000	-458,337.00	.00	-41,663.00	91.7%*
20705	NON GOVERNMENTAL REV CLASS							
20705	381001 INTERFUND TRANSFER IN	-610,731	0	-610,731	-305,365.50	.00	-305,365.50	50.0%*
	TOTAL NON GOVERNMENTAL REV CLASS	-610,731	0	-610,731	-305,365.50	.00	-305,365.50	50.0%*
	TOTAL REVENUES	-1,110,731	0	-1,110,731	-792,588.13	.00	-318,142.87	71.4%



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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

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FOR 2016 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
207 SPEC OBLIGATION DEBT-SER 2007							
00000 REVENUES							
20703 GRANTS/CONTRIBUTIONS							
20703 366030 MANATEE COUNTY CONTRI	0	0	0	-28,885.63	.00	28,885.63	100.0%
TOTAL GRANTS/CONTRIBUTIONS	0	0	0	-28,885.63	.00	28,885.63	100.0%
20704 CAPITAL GRANTS/CONTRIBUTIONS							
20704 334700 12301 PRO SPORTS STATE	-500,000	0	-500,000	-458,337.00	.00	-41,663.00	91.7%*
TOTAL CAPITAL GRANTS/CONTRIBUTIONS	-500,000	0	-500,000	-458,337.00	.00	-41,663.00	91.7%
20705 NON GOVERNMENTAL REV CLASS							
20705 381001 INTERFUND TRANSFER IN	-610,731	0	-610,731	-305,365.50	.00	-305,365.50	50.0%*
TOTAL NON GOVERNMENTAL REV CLASS	-610,731	0	-610,731	-305,365.50	.00	-305,365.50	50.0%
TOTAL REVENUES	-1,110,731	0	-1,110,731	-792,588.13	.00	-318,142.87	71.4%



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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

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FOR 2016 13

ACCOUNTS FOR: 207	SPEC OBLIGATION DEBT-SER 2007	ORIGINAL APPROP	TRANSFERS/ ADJUSTMNTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51700 DEBT SERVICE PAYMENTS								
20751700 SPEC OBLIGATION DEBT-SER 2007								
20751700	571000 DB207 PRINCIPAL - D	445,000	0	445,000	.00	.00	445,000.00	.0%
20751700	572000 DB207 INTEREST - DE	665,231	0	665,231	332,615.64	.00	332,615.36	50.0%
20751700	573000 DB207 FEES & EXP	500	0	500	464.67	.00	35.33	92.9%
20751700	595400 DB207 FEES-OTHER NO	0	0	0	140,913.32	.00	-140,913.32	100.0%*
TOTAL SPEC OBLIGATION DEBT-SER 2007		1,110,731	0	1,110,731	473,993.63	.00	636,737.37	42.7%
TOTAL DEBT SERVICE PAYMENTS		1,110,731	0	1,110,731	473,993.63	.00	636,737.37	42.7%
TOTAL SPEC OBLIGATION DEBT-SER 2007		0	0	0	-318,594.50	.00	318,594.50	100.0%
TOTAL REVENUES		-1,110,731	0	-1,110,731	-792,588.13	.00	-318,142.87	
TOTAL EXPENSES		1,110,731	0	1,110,731	473,993.63	.00	636,737.37	



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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

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FOR 2015 13

	ORIGINAL APPROP	TRANSFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
00000 REVENUES							
20704 334700 12301 PRO PERSONS STATE	-500,000	0	-500,000	-450,337.00	.00	-41,663.00	91.7%*
20705 381001 INFUND TRANSFER IN	-613,431	0	-613,431	-511,199.50	.00	-102,238.50	83.3%*
TOTAL REVENUES	-1,113,431	0	-1,113,431	-969,529.50	.00	-143,901.50	87.1%
TOTAL REVENUES	-1,113,431	0	-1,113,431	-969,529.50	.00	-143,901.50	
51700 DEBT SERVICE PAYMENTS							
20751700 571000 DB207 PRINCIPAL - D	430,000	0	430,000	.00	.00	430,000.00	.0%
20751700 572000 DB207 INTEREST - DE	682,431	0	682,431	341,215.64	.00	341,215.36	50.0%
20751700 573000 DB207 FEES & EXP -	1,000	0	1,000	464.67	.00	535.33	46.5%
TOTAL DEBT SERVICE PAYMENTS	1,113,431	0	1,113,431	341,680.31	.00	771,750.69	30.7%
TOTAL EXPENSES	1,113,431	0	1,113,431	341,680.31	.00	771,750.69	
GRAND TOTAL	0	0	0	-627,849.19	.00	627,849.19	100.0%

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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

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FOR 2014 L3

	ORIGINAL APPROP	TRANSFRS/ADJUSTMS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
00000 REVENUES							
20704 334700 12101 PRO STORPS STAFFS	-500,000	0	-500,000	-500,004.00	.00	4.00	100.0%
20705 381001 INTERLIMP TRANSFER IN	-609,831	0	-609,831	-609,831.00	.00	.00	100.0%
TOTAL REVENUES	-1,109,831	0	-1,109,831	-1,109,835.00	.00	4.00	100.0%
51700 DEBT SERVICE PAYMENTS	-1,109,831	0	-1,109,831	-1,109,835.00	.00	4.00	100.0%
20251700 571000 DE207 PRINCIPAL - P	410,000	0	410,000	410,000.00	.00	.00	100.0%
20251700 572000 DE207 INTEREST - DE	698,831	0	698,831	698,831.28	.00	-28	100.0%*
20251700 573000 DE207 FEES & EXR -	1,000	0	1,000	839.67	.00	160.33	84.0%
TOTAL DEBT SERVICE PAYMENTS	1,109,831	0	1,109,831	1,109,670.95	.00	160.05	100.0%
TOTAL EXPENSES	1,109,831	0	1,109,831	1,109,670.95	.00	160.05	100.0%
GRAND TOTAL	0	0	0	-164.05	.00	164.05	100.0%

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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

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FOR 2013 13

	ORIGINAL APPROF	TRANSFRS/ADJUSTMS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	ICTY USED
00000 REVENUES:							
20704 1114700 12301 PRO-GORVCE STAFF	-500,000	0	-500,000	-500,004.00	.00	4.00	100.0%
20705 331001 INTERFUND TRANSFER IN	-609,052	0	-609,052	-609,053.00	.00	.00	100.0%
TOTAL REVENUES	-1,109,052	0	-1,109,052	-1,109,056.00	.00	4.00	100.0%
TOTAL REVENUES	-1,109,052	0	-1,109,052	-1,109,056.00	.00	4.00	100.0%
51700 DEBT SERVICE PAYMENTS:							
20751700 571000 DB207 PRINCIPAL INT	395,000	0	395,000	395,000.00	.00	.00	100.0%
20751700 572000 DB207 INTEREST	713,052	0	713,052	713,051.28	.00	.72	100.0%
20751700 573000 DB207 FEES & EXP	1,000	0	1,000	.00	.00	1,000.00	.0%
TOTAL DEBT SERVICE PAYMENTS	1,109,052	0	1,109,052	1,108,051.28	.00	1,000.72	99.9%
TOTAL EXPENSES	1,109,052	0	1,109,052	1,108,051.28	.00	1,000.72	100.0%
GRAND TOTAL	0	0	0	-1,004.72	.00	1,004.72	100.0%

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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

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FOR 2012 13

	ORIGINAL APPROP	TRANSFERS/ ADJUSTM	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
00000 REVENUES							
20704 334700 12301 PRO SPORNS SWAPR	-500,004	0	-500,004	-500,004.00	.00	.00	100.0%
20705 331001 INFEBUND_TRANSFER_IN	612,907	0	-612,907	-612,907.00	.00	.00	100.0%
TOTAL REVENUES	-1,112,911	0	-1,112,911	-1,112,911.00	.00	.00	100.0%
TOTAL REVENUES	-1,112,911	0	-1,112,911	-1,112,911.00	.00	.00	100.0%
51700 DEBT SERVICE PAYMENTS							
20751700 571000 DEB207 PRINCIPAL_PD	385,000	0	385,000	385,000.00	.00	.00	100.0%*
20751700 572000 DEB207 INTEREST_PD	726,911	0	726,911	726,911.28	.00	-.28	100.0%*
20751700 599400 DEB207 FEES-OTHER_NO	1,000	0	1,000	375.00	.00	625.00	37.5%*
TOTAL DEBT SERVICE PAYMENTS	1,112,911	0	1,112,911	1,112,386.28	.00	624.72	99.9%
TOTAL EXPENSES	1,112,911	0	1,112,911	1,112,386.28	.00	624.72	
GRAND TOTAL	0	0	0	-624.72	.00	624.72	100.0%

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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

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FOR 2011 12

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
00000 REVENUES							
20704 334700 12301 PRO SPORTS STAFF	-500,004	0	-500,004	-500,004.00	.00	.00	100.0%
20705 381007 INTERFUND TRANSFER IN	-610,197	0	-610,357	-610,357.00	.00	.00	100.0%
TOTAL REVENUES	-1,110,361	0	-1,110,361	-1,110,361.00	.00	.00	100.0%
51700 DEBT SERVICE PAYMENTS	-1,110,361	0	-1,110,361	-1,110,361.00	.00	.00	100.0%
20751700 521000 DEB07 DEBT CAPITAL DR	370,000	0	370,000	370,000.00	.00	.00	100.0%*
20751700 522000 DEB07 INTEREST DR	739,861	0	739,861	739,861.28	.00	-.28	100.0%*
20751700 525100 DEB07 DEBS-OTHER MO	500	0	500	375.00	.00	125.00	75.0%
TOTAL DEBT SERVICE PAYMENTS	1,110,361	0	1,110,361	1,110,336.28	.00	124.72	100.0%
TOTAL EXPENSES	1,110,361	0	1,110,361	1,110,336.28	.00	124.72	100.0%
GRAND TOTAL	0	0	0	-124.72	.00	124.72	100.0%

** END OF REPORT - Generated by Sharon Beauchamp **



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CITY OF BRADENTON
www.cityofbradenton.com

City of Bradenton
FLEXIBLE PERIOD REPORT

PAGE 1
of 11
6/11/2014

FROM 2010 01 TO 2010 12

ACCOUNTS FOR:
207 SPEC OBLIGATION DEBT-SER 2007

	ORIGINAL APPROP	TRANSFERS/ADJUSTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0000 REVENUES							
20704 334700 12301 PRO SPORTS STATE GRANT	500,004	0	0	500,004.00	.00	-500,004.00	.0%
20705 381001 INTERFUND TRANSFER IN-GEN FUN	614,458	0	0	614,458.00	.00	-614,458.00	.0%
51700 DEBT SERVICE PAYMENTS:							
20751700 571000 DB207 PRINCIPAL - DEBT SER	360,000	0	0	360,000.00	.00	-360,000.00	.0%
20751700 572000 DB207 INTEREST - DEBT SER	752,462	0	0	752,461.28	.00	-752,461.28	.0%
20751700 595400 DB207 FEES-OTHER NON-OPERA	2,000	0	0	375.00	.00	-375.00	.0%



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17:18:40

FROM 2009 01 TO 2009 13

ACCOUNTS FOR:
207 SPEC OBLIGATION DEBT-SER 2007

City of Bradenton
FLEXIBLE PERIOD REPORT

PAGE 1
OF 1 RECEIPT

CITY OF BRADENTON
www.cityofbradenton.com

	ORIGINAL APPROP	TRANSFERS/ADJUSTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
00000 REVENUES							
20704 314700 12301 PRO PROJECT STATE GRANT	500,004	0	0	500,004.00	.00	-500,004.00	.0%
20705 381001 INTERFUND TRANSFER IN-CRM FUN	609,908	0	0	609,907.28	.00	-609,907.28	.0%
51700 DEBT SERVICE PAYMENTS							
20751700 571000 DE207 PRINCIPAL -- DEBT SER	345,000	0	0	345,000.00	.00	-345,000.00	.0%
20751700 572000 DE207 INTEREST -- DEBT SER	764,536	0	0	764,536.28	.00	-764,536.28	.0%
20751700 595400 DE207 PRES-OTHER NON-OPERR	376	0	0	375.00	.00	-375.00	.0%

305 PIRATE CITY SPEC OBLIGATION-CONSTRUCTION
582000 CAPITAL IMPROVEMENTS

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Pct. Used
582000-024 PIRATE CITY/MCKECHNIE FIELD	10,169,132.00	10,169,081.38	10,169,081.38	0.00	50.62	100.00
Total PIRATE CITY SPEC OBLIGATION-CONSTRUCTION	10,169,132.00	10,169,081.38	10,169,081.38	0.00	50.62	100.00

Revenue Status Report
 City of Bradenton
 10/1/2006 through 9/30/2007

revstat.rpt
 11/20/2007 5:21PM
 Periods: 0 through 13

305 PIRATE CITY SPEC OBLIGATION-CONSTRUCTION

Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Pct Rcvd
361100-000 INTEREST EARNINGS	388,600.00	388,600.00	388,600.06	-83.06	100.02
381001-000 NON REV-INTERFUND TRANSFER 001	711,776.00	711,775.40	711,775.40	0.60	100.00
384000-000 PROCEEDS FROM DEBT ISSUANCE	18,145,300.00	18,145,236.37	18,145,236.37	63.63	100.00
Total PIRATE CITY SPEC OBLIGATION-CONSTRUCTION	19,245,676.00	19,245,604.83	19,245,604.83	-48.83	100.00

Expenditure Status Report
 City of Bradenton
 10/1/2006 through 9/30/2007

expstat.rpt
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 Periods: 0 through 13

305 PIRATE CITY SPEC OBLIGATION-CONSTRUCTION

582000 CAPITAL IMPROVEMENTS

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
582000-021 PIRATE CITY/MCKEECHLE FIELD	11,152,114.00	9,641,010.05	9,641,010.05	1,511,403.58	0.37	100.00
582000-054 FEES AND EXPENSES	135,203.00	135,202.67	135,202.67	0.00	0.33	100.00
Total CAPITAL IMPROVEMENTS	11,287,317.00	9,776,212.72	9,776,212.72	1,511,403.58	0.70	100.00
Total PIRATE CITY SPEC OBLIGATION-CONSTRUCTION	19,245,676.00	9,776,212.72	9,776,212.72	1,511,403.58	7,958,360.70	58.68

In the opinion of Nabors, Giblin & Nickerson, P.A., Bond Counsel, under existing statutes, regulations, rulings and court decisions and subject to the conditions referred to herein under "TAX EXEMPTION," interest on the Series 2016 Bonds is (a) excludable from gross income for federal income tax purposes and (b) not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Such interest, however, will be includable in the calculation of a corporation's alternative minimum taxable income and may be subject to other federal income tax consequences referred to herein under "TAX EXEMPTION."



\$14,280,000
CITY OF BRADENTON, FLORIDA
SPECIAL OBLIGATION REVENUE REFUNDING BONDS,
SERIES 2016

Dated: Date of Delivery

Due: September 1 (see inside cover)

The City of Bradenton, Florida Special Obligation Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds") will be issued only as fully registered bonds and will be initially registered only in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2016 Bonds. The Series 2016 Bonds will be available to purchasers in denominations of \$5,000 and any multiple thereof only under the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC Participants. Purchasers will not receive delivery of the Series 2016 Bonds. So long as any purchaser is the Beneficial Owner (as defined herein) of a Series 2016 Bond, the purchaser must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of principal of and interest on such Series 2016 Bond. See "DESCRIPTION OF THE SERIES 2016 BONDS - Book-Entry Only System" herein. Interest on the Series 2016 Bonds will be payable semiannually on March 1 and September 1 of each year, commencing on September 1, 2016.

The Series 2016 Bonds are being issued pursuant to the Constitution and laws of the State of Florida, particularly Chapter 166, Florida Statutes, and other applicable provisions of law, and Resolution 16-33, adopted by the City Council of the City of Bradenton, Florida (the "City") on June 8, 2016 (the "Resolution") for the purpose of providing funds, together with other legally available funds of the City, to (i) refund the City's outstanding Special Obligation Revenue Bonds, Series 2007, and (ii) pay the costs of issuance of the Series 2016 Bonds.

The Series 2016 Bonds are subject to optional redemption prior to maturity as described herein.

The principal and interest on the Series 2016 Bonds are payable from and secured by a pledge of and lien upon (1) the Pledged Revenues (consisting of Retained Spring Training Franchise Sales Tax Revenues as such term is defined herein), and (2) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds established by the Resolution, other than the Rebate Fund, all in the manner and to the extent described herein and in the Resolution (collectively, the "Pledged Funds"). The City has covenanted to appropriate in its annual budget, by amendment, if necessary, such amounts of Non-Ad Valorem Revenues (as defined herein and in the Resolution) which are not otherwise pledged, restricted or encumbered, as shall be necessary, after taking into consideration the Pledged Funds, to pay the principal of and interest on the Series 2016 Bonds when due and all required rebate payments and to fund the Reserve Fund to the extent of any deficiencies therein. Such covenant to appropriate Non-Ad Valorem Revenues is not a pledge by the City of such Non-Ad Valorem Revenues and is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds or other debt instruments) and also to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are legally mandated by applicable law. The City currently intends to pay debt service on the Series 2016 Bonds first with Pledged Revenues and thereafter from appropriated Non-Ad Valorem Revenues. See "SECURITY FOR THE SERIES 2016 BONDS" herein.

THE SERIES 2016 BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AND SECURED BY THE PLEDGED FUNDS (INCLUDING AMOUNTS BUDGETED AND APPROPRIATED BY THE CITY FROM NON-AD VALOREM REVENUES IN ACCORDANCE WITH THE RESOLUTION), IN THE MANNER SET FORTH IN THE RESOLUTION. NO HOLDER OF ANY SERIES 2016 BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH SERIES 2016 BOND, OR BE ENTITLED TO PAYMENT OF SUCH SERIES 2016 BOND FROM ANY MONEYS OF THE CITY, EXCEPT FROM PLEDGED FUNDS, IN THE MANNER AND TO THE EXTENT PROVIDED IN THE RESOLUTION.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read this entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2016 Bonds are offered when, as and if issued and accepted by the Underwriter, subject to the approving legal opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by the City Attorney, William R. Lisch, Esq., Bradenton, Florida. Certain legal matters will be passed on for the Underwriter by Bryant Miller Olive P.A., Tampa, Florida. RBC Capital Markets, LLC serves as financial advisor to the City with respect to the offering of the Series 2016 Bonds. It is expected that settlement for the Series 2016 Bonds will occur through the facilities of DTC in New York, New York, on or about July 14, 2016.

RAYMOND JAMES®

Dated: June 15, 2016

\$14,280,000
CITY OF BRADENTON, FLORIDA
SPECIAL OBLIGATION REVENUE REFUNDING BONDS,
SERIES 2016

MATURITIES, AMOUNTS, INTEREST RATES, PRICES, YIELDS
AND INITIAL CUSIP NOS.

\$14,280,000 Serial Bonds

<u>Maturity</u> <u>(September 1)</u>	<u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>Yield</u>	<u>Initial</u> <u>CUSIP No.**</u>
2016	\$100,000	2.00%	100.178	0.63%	104178EF1
2017	455,000	3.00	102.573	0.71	104178EG9
2018	470,000	3.00	104.507	0.86	104178EH7
2019	480,000	3.00	106.116	1.01	104178EJ3
2020	495,000	3.00	107.441	1.15	104178EK0
2021	510,000	4.00	113.357	1.30	104178EL8
2022	535,000	4.00	115.031	1.43	104178EM6
2023	555,000	4.00	116.477	1.55	104178EN4
2024	575,000	4.00	117.727	1.66	104178EP9
2025	595,000	4.00	118.537	1.79	104178EQ7
2026	625,000	4.00	119.165	1.91	104178ER5
2027	650,000	5.00	126.964*	2.04	104178ES3
2028	680,000	5.00	126.337*	2.10	104178ET1
2029	715,000	4.00	114.504*	2.38	104178EU8
2030	740,000	4.00	113.732*	2.46	104178EV6
2031	770,000	4.00	113.157*	2.52	104178EW4
2032	805,000	4.00	112.680*	2.57	104178EX2
2033	835,000	4.00	112.206*	2.62	104178EY0
2034	870,000	4.00	111.923*	2.65	104178EZ7
2035	900,000	4.00	111.546*	2.69	104178FA1
2036	940,000	4.00	111.264*	2.72	104178FB9
2037	980,000	3.00	99.532	3.03	104178FC7

* Priced to the first optional redemption date of September 1, 2026.

** Neither the City nor the Underwriter is responsible for the use of the CUSIP Numbers referenced herein nor is any representation made by the City as to their correctness. The CUSIP Numbers provided herein are included solely for the convenience of the readers of this Official Statement.

OFFICIAL STATEMENT
Relating to

\$14,280,000
CITY OF BRADENTON, FLORIDA
SPECIAL OBLIGATION REVENUE REFUNDING BONDS,
SERIES 2016

INTRODUCTORY STATEMENT

This Official Statement including the cover page, inside cover page and appendices, is provided by the City of Bradenton, Florida (the "City"), in order to set forth certain information regarding the City and the City's \$14,280,000 aggregate principal amount of Special Obligation Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds"), authorized by Resolution No. 16-33, adopted by the City Council (the "Council") on June 8, 2016 (the "Resolution"). This introduction is subject in all respects to the more complete information and definitions contained or incorporated in this Official Statement and should not be considered to be a complete statement of the facts material to making an informed investment decision.

The Series 2016 Bonds are being issued pursuant to the Constitution and laws of the State of Florida, particularly Chapter 166, Florida Statutes, the Charter of the City, and other applicable provisions of law, and the Resolution. The Series 2016 Bonds need not be approved by a vote of the electors of the City.

The Series 2016 Bonds are being issued for the purpose of providing funds, together with other legally available funds of the City, to (i) refund the City's outstanding Special Obligation Revenue Bonds, Series 2007 (the "Refunded Bonds"), and (ii) pay the costs of issuance of the Series 2016 Bonds. See "PLAN OF REFUNDING" herein.

The principal of and interest on the Series 2016 Bonds are payable from and secured by a pledge of and lien upon (1) the Pledged Revenues (consisting of Retained Spring Training Franchise Sales Tax Revenues as such term is defined herein), and (2) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds established by the Resolution, other than the Rebate Fund, all in the manner and to the extent described herein and in the Resolution (collectively, the "Pledged Funds"). The City has covenanted to appropriate in its annual budget, by amendment, if necessary, such amounts of Non-Ad Valorem Revenues (as defined herein and in the Resolution) which are not otherwise pledged, restricted or encumbered, as shall be necessary, after taking into consideration the Pledged Revenues, to pay the principal of and interest on the Series 2016 Bonds when due and all required rebate payments and to fund the Reserve Fund to the extent of any deficiencies therein. Such covenant to appropriate Non-Ad Valorem Revenues is not a pledge by the City of such Non-Ad Valorem Revenues and is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds or other debt instruments) and also to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are legally mandated by applicable law. The City currently intends to pay debt service on the Series 2016 Bonds first with Pledged Revenues and thereafter from appropriated Non-Ad Valorem Revenues. See "SECURITY FOR THE SERIES 2016 BONDS" herein.

All capitalized terms used in this Official Statement not normally capitalized and not otherwise defined herein, shall have the same meaning as provided in the Resolution. The form of the Resolution is attached to this Official Statement as APPENDIX C. The descriptions of the Series 2016 Bonds, the documents authorizing and securing the same, and the information from various reports and statements contained herein are not comprehensive or definitive. All references herein to such documents, reports and statements are qualified by the entire, actual content of such documents, reports and statements. Copies of such documents, reports and statements referred to herein that are not included in their entirety in this Official Statement may be obtained from the City.

THE CITY

The City, incorporated in 1903, is located on the west coast of Florida, in Manatee County (the "County"), approximately forty miles south of Tampa on the southern reaches of Tampa Bay. The City encompasses 14.55 square miles and has a population of approximately 52,534. The City provides a full range of services including police, fire, planning and development, water, sewer, solid waste and recycling services, as well as providing cultural and recreational facilities. For additional information concerning the City, see "APPENDIX A - General Information Regarding the City of Bradenton and Manatee County, Florida" attached hereto.

PLAN OF REFUNDING

Pursuant to the Bond Resolution, the City has determined it to be in its best interest to refund the Refunded Bonds currently outstanding in the amount of \$14,705,000 with proceeds from the Series 2016 Bonds and other legally available moneys of the City.

Concurrently with the delivery of the Series 2016 Bonds, proceeds from the Series 2016 Bonds, together with other legally available moneys of the City, shall be deposited into an escrow deposit trust account (the "Escrow Account") pursuant to the terms and provisions of the Escrow Deposit Agreement between the City and U.S. Bank National Association, Orlando, Florida, as Escrow Agent thereunder (the "Escrow Deposit Agreement"). The moneys deposited pursuant to the Escrow Deposit Agreement shall be applied to the purchase of certain United States Treasury obligations (the "Escrow Securities") so as to produce sufficient funds to pay the principal of, and interest on the Refunded Bonds as the same become due or are earlier redeemed. The Refunded Bonds will be called for redemption on September 1, 2017 (the "Redemption Date") at a redemption price of 100% of the principal amount of such Refunded Bonds, plus accrued interest to the Redemption Date. Upon the deposit of such moneys in the Escrow Account, in the opinion of Bond Counsel, rendered in reliance upon certain mathematical computations performed by Raymond James & Associates, Inc., the Underwriter, as verified by Integrity Public Finance Consulting LLC, Jacksonville, Florida (the "Verification Agent") as described below, the Refunded Bonds shall be deemed to be paid and shall no longer be deemed to be secured by or entitled to the benefits of the Resolution pursuant to which they were issued. The Verification Agent is a wholly owned subsidiary of Bryant Miller Olive P.A. The holders of the Refunded Bonds shall be entitled to payment solely out of the moneys and Escrow Securities deposited pursuant to the Escrow Deposit Agreement. The moneys and Escrow Securities on deposit in the Escrow Fund will not be available for payment of the Series 2016 Bonds.

Upon delivery of the Series 2016 Bonds, the Verification Agent will verify the accuracy of the arithmetical computations of the adequacy of the maturing principal amount of, and interest on the Escrow Securities, together with any uninvested amounts, to be held in the Escrow Account to pay the

principal and interest on the Refunded Bonds on the Redemption Date, and the "yield" on the Series 2016 Bonds and on the Escrow Securities considered by Bond Counsel in connection with its opinion that the Series 2016 Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code, as amended. See "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein.

In reliance upon the above-referenced schedules, at the time of delivery of the Series 2016 Bonds, Bond Counsel will deliver to the Underwriter and the City an opinion to the effect that all covenants, agreements and other obligations of the City to the holders of the Refunded Bonds have ceased, terminated and become void and are discharged and satisfied.

LEASE AND OPERATING AGREEMENT

BY AND BETWEEN

PITTSBURGH ASSOCIATES

AND

THE CITY OF BRADENTON

DATED AS OF DECEMBER 28, 2006

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LEASE AND OPERATING AGREEMENT

THIS LEASE AND OPERATING AGREEMENT (this "Lease") is made and entered into as of the 28th day of December, 2006 (the "Effective Date") by and between THE CITY OF BRADENTON, a municipal corporation of the State of Florida (the "City"), and PITTSBURGH ASSOCIATES, a Pennsylvania general partnership (the "Team").

RECITALS:

- A. The City owns McKechnie Field (as defined below) and Pirate City (as defined below).
- B. The Team owns and operates a major league professional baseball team known as the Pittsburgh Pirates and is affiliated with minor league professional baseball teams in various cities throughout the United States.
- C. The Team has been using McKechnie Field and Pirate City pursuant to the Existing Lease (as defined herein).
- D. The City and the Team desire to terminate the Existing Lease and to enter into this Lease so that the Team can continue to use McKechnie Field and Pirate City as a spring training site and for other purposes on the terms and conditions contained herein.
- E. It is in the City's best interest to enter into this Lease because of the substantial revenues that will be earned by the City's residents and businesses from the sale of goods and services necessary to supply the personnel engaged in the activities of the Team, because of the substantial tourist business such activities will attract and because of the substantial publicity and goodwill that the City will receive in the cities whose baseball teams are training in the City.

NOW, THEREFORE, in consideration of the mutual promises, undertakings and covenants hereinafter set forth, and intending to be legally bound hereby, the City and the Team covenant and agree as follows:

ARTICLE 1 LEASE

Section 1.1 Defined Terms.

In addition to other terms defined herein, the following terms, as used in this Lease, shall have the meaning set forth below:

"Advertising" shall mean, collectively, all advertising, sponsorship, and promotional activity, signage, designations (including "sponsoring rights" or similar designations and rights of exclusivity and priority), messages and displays of every kind and nature, whether now existing or developed in the future, including permanent, non-permanent, and transitory signage, or advertising displayed on permanent or non-permanent advertising panels or on structures, fixtures, or equipment (such as scoreboard advertising and canopy advertising); audio or video public address advertising and message board advertising; programs; electronic insertion and

"City" shall mean the City of Bradenton, Florida.

"City Event" shall mean an event at the Complex that (a) is sponsored by the City or any entity other than the Team and (b) is scheduled with the approval of the Team in accordance with Section 4.4 hereof.

"City Event Specific Concessions" shall have the meaning set forth in Section 6.10(b) hereof.

"City Indemnified Persons" shall mean the City and its board members, officers, employees and agents.

"Claim" shall mean any claim, demand or dispute between the Parties relating to this Lease.

"Commencement Date" shall mean the date of substantial completion, upon which the work related to the construction of the Complex is essentially and satisfactorily complete in accordance with the Final Design and related documents, such that the Complex is ready for opening to the general public and full occupancy or use by the Team. A minor amount of work, as determined by and at the discretion of the Team, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed due to weather conditions, will not delay determination of substantial completion. In no event shall substantial completion be deemed to have occurred unless such certificates required by all Laws for opening of the Complex to the general public have been issued to the Team.

"Communication System" shall mean the internal broadcasting system at the Complex, including public address system, scoreboards, game clocks, televisions, matrix boards, loudspeaker systems, public address systems, timers, clocks, message centers (including electronic message boards), video screens, signs, marquees and any other facilities within the Complex designed to communicate with spectators at Events (and all control rooms and equipment rooms for the same).

"Complex" shall mean McKechnie Field and Pirate City.

"Concessionaire" shall have the meaning set forth in Section 6.10(a) hereof.

"Concession Operations" shall mean the exercise and operation of all Concession Rights at the Complex.

"Concession Rights" shall mean, collectively, the right to sell, display, distribute and store Concessions and to conduct catering and banquet sales and service (including catering service with respect to Suites, private clubs and party areas).

"Concessions" shall mean all food and beverages, novelties and merchandise, or other such products sold by the designated Concessionaire at the Complex.

such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

"GAAP" shall mean generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be in general use (such as GASB) by significant segments of the accounting profession, which are applicable to the circumstance as of the date of determination.

"Government Securities" shall mean (a) any bonds or other obligations of the United States of America which, as to principal and interest, constitute direct obligations of or are guaranteed by the United States of America for the full and timely payments thereof; (b) any bonds, debentures, participation certificates, notes or other obligations of any agency or other corporation which had been or may hereafter be created by or pursuant to an act of Congress of the United States as an agency or instrumentality thereof, the bonds, debentures, participation certificates, notes or other obligations of which are unconditionally guaranteed by the United States of America as to full and timely payment of the principal of and interest thereon; and (c) any certificates or other evidences of a direct ownership interest in obligations of the character described in clauses (a) and (b) hereof or in consisting solely of the principal thereof or solely of the interest thereon, which certificates or other evidences are maintained in the records of the Federal Reserve and are held by a custodian, provided that Government Securities shall not include any unit investment trusts, money market mutual funds, or other mutual funds.

"Governmental Authority" shall mean any federal, state, county, city, local or other government or political subdivision or any agency, authority, board, bureau, commission, department or instrumentality thereof.

"Hazardous Materials" shall mean any hazardous substance, pollutant or contaminant as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. §§ 9601 *et seq.*), or the regulations promulgated thereunder; (b) any hazardous waste or hazardous substance as defined or regulated by applicable state or local statutes, laws, ordinances, rules or regulations; (c) any substance containing petroleum, as that term is defined in section 9001(8) of the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6991(8)) or in 40 C.F.R. § 280.1; or (d) any other substance for which any governmental entity with jurisdiction over the Complex requires special handling in its storage, treatment or disposal.

"Initial Term" shall mean the time period beginning on the Commencement Date and ending on October 31 of the year in which the thirtieth (30th) full Season following the Commencement Date is concluded.

"Laws" any law, statute, code, ordinance, rule, regulation or constitutional or charter provision, duly enacted or adopted by any Governmental Authority.

"Lease" shall mean this Lease and Operating Agreement by and between the City and the Team.

including Utility costs, (excluding reclaimed water), insurance costs and, to the extent applicable, Real and Personal Property Taxes and costs of Routine Maintenance.

"Parties" shall mean the City and the Team.

"Permits" shall mean any permit, license or approval to be issued by any Person, including required permits for the operation of the Complex or for the installation, alteration or repair of any improvements related in any manner to the Complex.

"Permitted Encumbrances" shall mean easements and other similar matters of record that are listed in Exhibit 4 hereto.

"Person" shall mean any natural person, sole proprietorship, corporation, partnership, trust, limited liability company, limited liability association, unincorporated association, joint venture, joint-stock company, Governmental Authority, or any other entity.

"Pirate City" shall mean the baseball facilities located at 27th Street East and 18th Street East, Bradenton, Florida, commonly known as the Pirate City Baseball Training Facility, adjacent to and including the dormitory, which facilities include four baseball playing fields with fencing, a half field, a combination field maintenance building and observation tower, a clubhouse and locker room facilities, all-purpose room, related facilities and any improvements made to the foregoing from time to time pursuant to this Agreement or otherwise.

"Prime Rate" shall mean that rate of interest published from time to time in the Money Rates column of The Wall Street Journal as the "Prime Rate" or "Prime Interest Rate."

"Real and Personal Property Taxes" shall mean all real estate taxes, personal property taxes, assessments and other governmental levies and charges, general and special, ordinary and extraordinary, of any kind or nature, lawfully levied or assessed by federal, state, County or municipal government, upon or with respect to the Complex and any and all other improvements hereafter constituting a part of the Complex, any tax on the Team's rights hereunder in the nature of a leasehold tax, or any taxes in lieu thereof.

"Restoration Fund" shall mean such fund as the Team shall establish to hold and disburse insurance proceeds.

"Routine Maintenance" shall mean the provision of all labor and materials that are required to (a) keep the Complex in good order and repair that is of a routine, regular and predictable nature, and (b) keep the Complex clean and free of debris. Routine Maintenance shall not include Capital Repair Work. Routine Maintenance shall include the following:

- (1) performing all preventative or routine maintenance that is stipulated in operating manuals for the equipment as regular, periodic maintenance procedures;
- (2) regular maintenance procedures for the HVAC system, including periodic cleaning, lubricating and changing of air filters;

ARTICLE 2
TERM

Section 2.1 Grant.

Subject to the terms, conditions and provisions of this Lease, the City hereby leases to the Team, and the Team hereby leases from the City, the entire Complex. The Team shall have sole and exclusive possession of the Complex, subject to the right of the City to enter thereon pursuant to this Lease. The Team is hereby granted full use of all Appurtenant Property Rights, subject to the terms and conditions thereof.

Section 2.2 Lease Term.

The Initial Term shall continue through the Expiration Date, unless extended pursuant to Section 2.3 hereof or otherwise terminated in accordance with the provisions of this Lease. When the Commencement Date is established, the Parties shall execute and deliver an "Acknowledgment of Commencement Date" in the form attached to this Lease as Exhibit 3.

Section 2.3 Extension Terms.

Provided that no Event of Default by the Team shall have occurred and be continuing under this Lease, the Team shall have the right to extend the term of this Lease for up to two (2) additional and consecutive renewal periods of five (5) years each (if exercised, each five year period being referred to as an "Extension Term"). To extend the term of this Lease for an Extension Term, the Team must give written notice to the City not later than twelve (12) months prior to the expiration of the Initial Term or each Extension Term, as the case may be (the "Extension Date(s)"). If the Team fails to properly provide such notice on or before the Extension Date then, at the end of the Initial Term or the applicable Extension Term, as the case may be, this Lease shall expire. The City may, after receipt of notice from the Team of its desire to extend the Term of this Lease, decline to extend the Term if it provides notice to the Team within thirty (30) days after receipt of the Team's request that it is declining the request. Any Renewal Term shall follow the same terms and conditions as set forth herein for the Initial Term.

ARTICLE 3
FINANCIAL MATTERS

Section 3.1 Rent.

During the Initial Term, the Team shall not pay rent, but shall be responsible for Routine Maintenance and Operating Expenses as set forth in this Lease.

Section 3.2 Real Estate and Personal Property Tax.

The parties acknowledge that the complex is not exempt from real property ad valorem taxes. The City shall be responsible for payment of all real property ad valorem taxes and any personal property ad valorem taxes levied on personal property owned by it. The parties agree that the Team shall assist, when reasonably possible, the City in any efforts that the City may take to reduce or eliminate real property ad valorem taxes on the complex including supporting

(b) Fees. The Team shall not charge the City any rental or other fee for use of the Complex for an City Event, but the City shall reimburse the Team for the costs incurred by the Team to perform (i) Routine Maintenance and (ii) repairs of damage to the Complex not covered by insurance required by this Lease to be maintained by the Team and attributable to the use of the Complex for each City Event. Payments due to the Team for the foregoing expenses shall be made within thirty (30) days after submission of an invoice by the Team to the City stating in detail such expenses. The City shall comply with the rules and regulations developed by Team with respect to the Complex and shall carry, and provide to the Team evidence of, liability insurance naming the Team as an additional insured with respect to any such City Event with coverages and limits as are appropriate for the event in question but in no event less than \$1,000,000 per claim and \$2,000,000 annual aggregate.

(c) Disaster Staging Uses. The City may, in each instance of actual or imminently threatened natural disaster, use the Complex as a staging area for disaster preparations, response or other related uses ("Disaster Staging Uses"), provided that (i) there will not be any cost to the Pirates and (ii) the City will immediately restore any resulting damage to the playing fields or any other element of the leased premises caused as a result of the Disaster Staging Use. The City shall not be responsible to the Pirates for any loss of revenue or consequential damages resulting from the Disaster Staging Uses, except any attributable to its failure to duly effect any such restoration and restore full use of the complex to the Pirates immediately following the end of the disaster.

Section 4.5 Assignment of Warranties.

The Team shall have the benefit of all warranties relating to construction and renovation, and to fixtures, machinery and equipment installed in the Complex that are made and delivered by either (a) the Person or Persons constructing and renovating the Complex or (b) any manufacturer of any fixtures, machinery or equipment, and the City hereby assigns and transfers, to the fullest extent assignable and transferable to the Team, during the Lease Term, all of its right, title and interest in and to all such warranties. If not assigned, then the City shall cooperate with the Team in the enforcing of such warranties.

Section 4.6 Parking.

The City shall provide, without charge, parking space at the Pirate City for the Team's players, the Team's staff, and other personnel and for all radio, television and press personnel. The City shall provide, without charge, parking space for a minimum of two buses at McKechnie Field. The City shall also provide for such uses parking spaces at McKechnie Field for spring training games, which spaces shall be located directly behind right field of McKechnie Field near the existing retention pond and shall be accessible from 17th Avenue West.

Section 4.7 Eminent Domain.

In the event of any taking or condemnation in the exercise of the power of eminent domain of all or a material portion of the Complex (materiality being determined by the effect on the Team's operation, use and enjoyment of the Complex), the Team shall have the option to terminate this Lease and shall be entitled to its proportionate share (as lessee hereunder) of any

(b) MLB Exhibition Games. The Team shall schedule and play no less than 10 MLB exhibition games at McKechnie Field during each Season, unless otherwise required by MLB Rules and Regulations.

(c) Maintenance and Repair. At all times during the Lease Term, the Team shall perform all Routine Maintenance and comply with all other obligations relating to the Management of the Complex as are required by this Lease. If the Team, in its sole discretion, decides to finance the cost of any replacement or renewal of equipment, machinery, furniture or furnishings at the Complex, then the City shall cooperate with the Team in all reasonable respects in the obtaining such financing and shall execute any documents or releases or renewals to have a valid first lien or security interest in such replacement or renewal; provided, however, that the Team shall be solely liable and shall promptly pay all amounts due under any financing arrangement and the City shall have no responsibility with respect thereto.

Section 6.2 City Covenants.

(a) Liquor Licenses. The City shall cooperate with the Team to obtain all liquor licenses that are reasonably requested by the Team for the Complex. These licenses are in addition to the number authorized by Law and shall be issued in the name of the Team.

Section 6.3 Team's Revenues.

The Team shall have the sole and exclusive right to receive and retain all revenues of every kind and description, except for City Events (less operating expenses incurred by the Team in connection with the Event) whether from means now existing or developed in the future, and whether or not in the current contemplation of the Parties, arising from or relating to the use, occupancy, operation or existence of and from the Complex, including revenue from the sale of admission tickets (net of any applicable taxes or impositions), Broadcast Rights, Advertising Rights, Advertising, Concessions, ticket operations, Communication System, Suite revenues, club seat revenues, seat licensing revenues, memberships, Complex tours, Naming Rights, retail areas, and the Team's revenues under any parking agreements.

Section 6.4 Naming Rights.

(a) Team's Rights. The Team shall have the sole and exclusive right to all Naming Rights for the Complex, provided that (i) the term during which any such name shall apply shall expire no later than the expiration of the Lease Term (whether on its scheduled termination date or by earlier exercise of any termination rights in this Lease), (ii) the Team shall not permit any name to be given to the Complex or any portion thereof that would be in violation of any Law, and (iii) before agreeing to any Naming Rights Agreement to McKechnie Field that takes McKechnie Field out of the name, the Team shall give reasonable notice to the City and the City must consent to the change which consent shall not be unreasonably withheld. No name shall be used which is inconsistent with a wholesome public image for the Complex.

(b) City's Responsibilities. The City shall exclusively use the name(s) given to all or any part or parts of the Complex in accordance with the terms of this Section in all correspondence, communications, Advertising and promotion it or they may undertake with

payment of licensing or use fees, upon such written terms and conditions as are determined by the Team (provided that any such sublease or sublicense agreement shall not extend past the expiration of the Lease Term). Any subtenant or sublicensee of a Suite shall be obligated to obtain admission tickets to the Suites for all Events for which it wishes to use the Suite. All Suite Revenues shall be paid to and retained by the Team. As between the City and the Team, the Team shall have the sole and exclusive responsibility for marketing, leasing, operating, maintaining and performing Routine Maintenance on or to the Suites and the Suite equipment, furnishings and fixtures, and paying the costs of all Utilities used or consumed in connection with the use of the Suites; provided, however, that the Team may require its subtenants and sublicensees to pay all or any portion of the foregoing costs.

(b) City's Suite. Notwithstanding anything contained herein to the contrary, the Team shall furnish to the City, for no consideration or rent therefor, the City's Suite. The City shall be responsible to pay, with respect to the City's Suite, food, beverage, and other variable costs typically paid separately by suiteholders, and all maintenance, repair and cleaning costs associated with the City's Suite, and for Team Events (excluding MLB exhibition games), the costs of tickets for said Team Events, and shall hold the Team harmless to the same extent as other suiteholders for such other events or occurrences with respect to the City's Suite and the conduct of invitees to the City's Suite. The City agrees to execute and deliver to the Team a suite license agreement consistent with the foregoing.

(c) Club Seats. The Team shall have the sole and exclusive right to sell licenses for the use of club seats, charter seats or premium seating for all Events. All revenue generated by the licensing or rental of the club seats shall be paid to and retained by the Team.

(d) Tickets. The Team agrees to make available for purchase 4 tickets to the National League Championship Series and 4 tickets to the World Series in any season of this Lease in which Team participates in such post-season games.

Section 6.10 Operation of Concessions.

(a) Team's Rights. The Team shall have the sole and exclusive right and responsibility to exercise, and retain all revenues from the exercise of, Concession Rights and the sole and exclusive right and responsibility to manage the Concession Operations, including the right and responsibility to (i) from time to time select and contract with one or more Concessionaires or itself act as such Concessionaire (any such Person or tenant when so acting, being herein referred to as a "Concessionaire") to operate and be responsible for all Concession Operations; (ii) to administer any such Concession agreements, and to retain all associated revenue; (iii) determine the types, brands and marketing of all products sold within the Complex, and the prices to be charged for such items. Team will take into account any concerns expressed by City about local preferences so long as City gives Club reasonable notice of said concerns.; and (iv) determine the location of Concession Operations. Any Concession agreements entered into by the Team and any other Concessionaire shall be for such duration as the Team shall determine (but which, in the aggregate, will ensure Concession Operations during the Lease Term, but shall terminate not later than the termination of this Lease).

(b) Deposits into the Capital Reserve Fund. On the Commencement Date, the City shall make an initial deposit into the Capital Reserve Fund of \$375,000 and an additional \$375,000 shall be deposited into the account within one year of the Commencement Date. The City shall also annually deposit into the Capital Reserve Fund One Hundred Twenty Five Thousand Dollars (\$125,000), subject to annual CPI Increases up to a maximum of 4-1/2%. This annual deposit shall be made no later than October 31st of each lease year. Notwithstanding anything to the contrary contained elsewhere in this Lease, any proceeds remaining unspent from the construction and renovation of the Complex after application of such proceeds in accordance with the Development Agreement shall also be deposited into the Capital Reserve Fund. Such unspent monies may be utilized at the discretion of the Team during a period of two (2) years following the Commencement Date to make any modifications, upgrades and enhancements to the Complex as may be desired by the Team.

(c) Payment for Capital Repair Work. The proceeds of the Capital Reserve Fund shall not be used for Routine Maintenance, but shall be used for the payment of Capital Repair Work as set forth herein. Subject to the terms of this Lease, the Team shall pay the cost of Capital Repair Work from the Capital Reserve Fund. To the extent that funds in the Capital Reserve Fund are not sufficient to pay for any Capital Repair Work, then the Parties shall negotiate in good faith an equitable allocation between the Parties of how such Capital Repair Work should be funded. In any event, the Team may, in its sole and absolute discretion, elect to pay for such shortfall. All withdrawals from the Capital Reserve Fund shall be disbursed by the City to Team pursuant to the procedures set forth in Exhibit 6 hereof.

Section 7.4 Performance of Capital Repair Work.

(a) Procedures. The Team shall notify the City of Capital Repair Work to be made to the Complex. If the City disagrees as to whether the proposed work qualifies as Capital Repair Work, it shall deliver written notice to the Team, which notice shall specify in-detail the reasons why the City asserts that the proposed work does not meet the definition of Capital Repair Work under this Lease. If the Parties are unable to resolve their disagreement, then the issue shall be resolved pursuant to Section 13.19 hereof. Until such Claim is resolved, the Team shall have the right to use the Capital Reserve Fund to pay for Capital Repair Work, but shall replenish any amounts withdrawn in accordance with the resolution of the Claim by settlement of the parties or pursuant to Section 13.19 hereof.

(b) Design and Construction Defects. The City and the Team shall jointly pursue recovery against the Persons responsible for the cost of repairs required in substantial part as a result of design defects and/or construction defects, whether or not covered by a warranty.

(c) Capital Repair Plans. Once the Team has identified Capital Repair Work, the Team shall select an architect or engineer, subject to any statutory requirements if applicable, to prepare any necessary Capital Repair Plans. The architect's fees and expenses and all other costs associated with preparing the Capital Repair Plans shall be paid out of the Capital Reserve Fund. The Team shall deliver copies of the Capital Repair Plans to the City. The City shall have seven (7) days in which to provide written notice to the Team of any reasonable objection to such Capital Repair Plans. If the City does not object to any Capital Repair Plans, the City shall be deemed to have given approval.

general liability insurance, with a completed operation endorsement, for any occurrence in or about the Complex (or such other insurance which is then commercially available to cover such risks), under which the City and the Team shall be named as an additional insureds and loss payees, in such limits as the City and the Team may reasonably require, with insurers reasonably satisfactory to each Party. Each Party shall be furnished with evidence that all required insurance is in effect at or before the commencement of any Alteration or Capital Repair Work and, on request, at reasonable intervals thereafter during the continuation of such work.

ARTICLE 8 INDEMNIFICATION

Section 8.1 Indemnification and Payment of Damages by Team.

(a) The Team shall indemnify, defend and hold harmless the City Indemnified Persons for, and shall pay to the City Indemnified Persons the amount of any Damages, whether or not involving a third-party claim, arising, directly or indirectly, from or in connection with:

(i) any breach of any representation or warranty made by the Team in this Lease or in any schedule or exhibit attached hereto or any other certificate or document delivered by the Team to the City pursuant to this Lease; and

(ii) any breach by the Team of any covenant or obligation of the Team in this Lease.

(iii) Notwithstanding the foregoing, indemnification for any action lying in tort shall be limited to \$500,000.00 per person or \$1,000,000.00 for claims claims or judgments arising out of the same incident or occurrence or the amounts set forth in Florida Statutes 768.28, as may be amended from time to time, whichever is greater.

(b) If the Team fails to make any payment of any sums payable by the Team to the City Indemnified Persons on the date due by contract, which failure shall continue for thirty (30) days, then such payment shall bear interest at a rate of interest equal to the lesser of four percent (4%) above the Prime Rate or the highest rate permitted by Law, payable from the date such payment was due to the date of payment thereof.

Section 8.2 Indemnification and Payment of Damages by City.

(a) The City shall indemnify, defend and hold harmless the Team and the Team Indemnified Persons for, and shall pay to the Team Indemnified Persons the amount of Damages, whether or not involving a third-party claim, arising, directly or indirectly, from or in connection with:

(i) any breach of any representation or warranty made by the City in this Lease or in any schedule or exhibit attached hereto or any other certificate or document delivered by the City to the Team pursuant to this Lease; and

(ii) any breach by the City of any covenant or obligation of the City in this Lease.

the Team, the City shall have the right, at its election, to procure and maintain such insurance or to perform any loss control recommendation, in which event, any reasonable premium paid by the City on behalf of the Team or cost to comply with loss control recommendations shall be due and payable by the Team to the City on the first day of the month following the date on which such premium or cost was paid. The City shall give the Team notice of such payment within ten (10) days of such payment stating the amount of such payment.

Section 9.3 Waiver of Recovery.

Notwithstanding any provision of this Lease to the contrary, neither the Team nor the City shall be liable to the other Party or to any insurance company (by way of subrogation or otherwise), insuring the other Parties for any loss or damage to property, or any resulting loss of income, even though such loss or damage may have been occasioned by the negligence of any such Party, its agents or employees, if and to the extent any such loss or damage is covered or is required to be covered by insurance benefiting the Party suffering such loss or damage, and each Party shall pay its own deductible amount with respect to any insurance it is required to carry.

Section 9.4 Restoration.

(a) All insurance proceeds payable with respect to any casualty to the Complex where the proceeds payable are less than One Million Dollars (\$1,000,000), as such sum may be increased during the Lease Term, based upon annual CPI Increases, shall be disbursed directly to the Team, and the Team shall promptly restore the Complex to a condition comparable to that previously existing, subject to such plans and specifications, and pursuant to such contracts, as are approved by the City in the manner applicable to Alterations under this Lease.

(b) All other proceeds of property insurance payable for replacement, restoration or repair of the damaged portions of the Complex under the policies required hereunder shall be deposited in the Restoration Fund and invested in Government Securities. The interest or income received on all deposits or investments of any moneys in the Restoration Fund shall be added to the Restoration Fund. Restoration shall be performed by the Team and payment from the Restoration Fund shall be in accordance with the following conditions:

(i) there shall be paid to the Team from such insurance proceeds such part thereof as shall equal the cost of making such temporary repairs or doing such other work as in the reasonable opinion of an architect (selected by the Team) may be necessary in order to protect the Complex pending the adjustment of the insurance loss;

(ii) there shall be paid to the Team from such insurance proceeds such part thereof as shall equal the cost of repairing, restoring or reconstructing the Complex or of any part thereof or of erecting a new building or structure or improvement or part thereof so that upon completion of such repairs, restoration, reconstruction, or erection of the building or structure or improvement shall be equal to the value of the replacement value of the building or structure or improvement;

(iii) payments pursuant to the paragraphs (i) or (ii) of this Subsection 9.2(b)(iii) from such insurance proceeds shall be made by the Team from the Restoration Fund from time to time as the work progresses in amounts equal to the cost

(b) City Event of Default.

(i) The City's failure to fund the Capital Reserve Fund in the amounts required by this Lease, or the City's failure to perform or observe any other covenant or condition of this Lease, which failure shall continue for thirty (30) days after receipt of written notice to the City by the Team identifying with particularity the failure; provided that, so long as such failure or violation is of a non-monetary nature susceptible to cure but is not reasonably capable of being cured within such thirty (30)-day period, there shall exist no Event of Default if the City promptly advises the Team of the City's intention to duly institute all steps necessary to cure such default and the City promptly commences cure of such failure or violation, and diligently pursues such cure to completion; and

(ii) Any representation or warranty made by the City herein shall prove to have been incorrect when made, in any material respect.

Section 10.2 Injunctive Relief: Specific Performance.

The Parties acknowledge that the rights conveyed by this Lease and the covenants of the Parties are of a unique and special nature, and that any violation of this Lease shall result in immediate and irreparable harm to the Team, the City or the City, as the case may be, and that in the event of any actual or threatened breach or violation of any of the provisions of this Lease, the affected Party shall be entitled as a matter of right to an injunction or a decree of specific performance from any equity court of competent jurisdiction. Each Party waives the right to assert the defense that such breach or violation can be compensated adequately in Damages in an action at law.

Section 10.3 Remedies Cumulative: Waiver.

All rights and remedies set forth in this Lease are cumulative and in addition to the Parties' rights and remedies at law or in equity. A Party's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. A Party's delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Lease except as to the specific circumstances described in such written waiver. Neither payment of a lesser amount than the sum due hereunder nor endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and the other Party may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy.

Section 10.4 Waiver of Consequential, Special and Punitive Damages.

Notwithstanding anything in this Lease to the contrary, the Team and the City waive against each other and their respective Affiliates any claims or causes of action for consequential, special and punitive damages or losses (including loss of use or anticipated profits) that either Party may suffer as a result of the breach or other default of this Agreement by

right-of-way, covenant, condition or restriction that would encumber the Complex and materially diminish, impair or disturb the rights of the Team under this Lease.

(g) Environmental Matters. The City has not stored, handled, treated or disposed of, nor has it allowed or arranged for any third parties to store, handle, treat or dispose of, on or about the Complex, Hazardous Materials that could result in any liability or obligation to the Team or that could result in any injury or disease to users of the Complex, including the Team and spectators; nor is the City aware of any release (as such term is defined in CERCLA, as defined below) of any Hazardous Materials on, beneath or adjacent to the Complex that could result in any such liabilities, obligations, injuries or disease.

(h) Legal Opinion of City's Counsel. The City agrees to deliver to the Team, upon the commencement date of this Lease, a legal opinion from the law firm of William R. Lisch, PA, stating that:

(i) The City has all requisite power and authority to enter into, execute and deliver this Lease, and the execution, delivery and performance by the City has been duly authorized by all necessary action of the City; and

(ii) This Lease constitutes the legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.

Section 11.2 Representations and Warranties of Team.

The Team hereby represents and warrants to the City the following as of the date of execution of this Lease:

(a) Organization. The Team is a general partnership duly organized, validly existing and in good standing under the Laws of State of Pennsylvania.

(b) Authorization, Validity and Enforceability. The Team has all requisite power and authority to enter into this Lease and to carry out the actions contemplated hereby. The execution, delivery and performance of all obligations of the Team under this Lease have been duly authorized and approved by all necessary Team action. All corporate action necessary for the authorization, execution, delivery and performance of all obligations of the Team under this Lease has been taken. All consents and approvals of any Person required in connection with the execution of this Lease has been obtained. This Lease, when executed, shall constitute the valid and legally binding obligations of the Team enforceable against it in accordance with their respective terms.

(c) No Conflicts. The execution, delivery and performance of this Lease shall not result in a violation of, in any material respect, any provision of any other agreements, instruments, contracts, judgments or decrees to which the Team is a party or by which the Team or its assets may be bound or affected nor shall the execution, delivery and performance of this Lease result in the breach of or constitute a default under any agreement or instrument to which the Team is a party or by which the Team or its assets may be bound or affected.

Section 13.2 Additional Documents and Approval.

(a) The Parties, whenever and as often as each shall be reasonably requested to do so by the other Party, shall execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Lease. Furthermore, the City shall take all ministerial actions and proceedings reasonably necessary or appropriate to remedy any apparent invalidity, lack or defect in authorization, or illegality, or to cure any other defect that has been asserted or threatened.

(b) The City and the Team further covenant and agree to cooperate and assist each other in the creation, establishment, granting or conveying, either by easement, declaration, license or any other instrument or agreements (whether recorded or unrecorded) as either Party may deem necessary or reasonably advisable (and subject to the consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed) to provide for the continued and uninterrupted use of Utilities, ingress/egress and other easements necessary for the operation of the Complex.

Section 13.3 Good Faith.

In exercising its rights and fulfilling its obligations under this Lease, each of the Parties shall act in good faith. Notwithstanding the foregoing, each Party acknowledges that in each instance under this Lease where a Party is obligated to exercise good faith or to use good faith, diligent or other similar efforts, such Party shall not be required to expend any funds, or grant any other consideration of any kind, in the performance of such undertaking, and each Party further acknowledges that the obligation of any Party to act in good faith, or undertake good faith, diligent or other similar efforts does not constitute a warranty, representation or other guaranty that the result that the Parties are attempting to achieve shall be successfully achieved and no Party shall be liable for any failure to achieve the result or results intended so long as the Party has complied with its obligation to act in good faith.

to such cause, which period shall be deemed to commence from the time of the commencement of the cause, provided that, if notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall be deemed to commence thirty (30) days prior to the giving of such notice. Times of performance under this Lease also may be extended as mutually agreed upon in writing by the City and the Team. However, failure to agree to a proposed extension of time for performance shall not be deemed grounds for delay or failure to timely cure an Event of Default under this Lease.

Section 13.6 Calculation of Time.

Unless otherwise stated, all references to "day" or "days" shall mean calendar days.

Section 13.7 Time is of the Essence.

Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Lease.

Section 13.8 Incorporation by Reference.

All exhibits, schedules or other attachments referenced in this Lease are hereby incorporated into this Lease by such reference and are deemed to be an integral part of this Lease.

Section 13.9 Entire Agreement.

This Lease contains the sole and entire agreement between the Parties with respect to its subject matter and supersedes any and all other prior written or oral agreements between them with respect to such subject matter.

Section 13.10 Amendment.

No amendment, modification or termination of this Lease shall be valid unless in writing and duly executed by the Party affected by the amendment, modification or termination. The Parties acknowledge that the Team may be required to obtain the consent of MLB in connection with any amendment or modification of this Lease.

Section 13.11 Binding Effect: Assignment.

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Lease nor any of the rights, interests or obligations hereunder shall be assigned by either of the Parties without the prior written consent of the other Party, except that the Team may assign or transfer this Lease by merger, consolidation, sale of assets or otherwise to any other Person that owns or operates in the City of Pittsburgh, Pennsylvania, the MLB club known as the Pittsburgh Pirates.

their respective representatives. Any such claim shall be submitted to non-binding mediation administered in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (AAA) then in effect. Unless the Parties otherwise agree, within seven (7) days after the selection of the mediator, the Parties and the mediator shall participate in a pre-mediation conference to determine the time and place of the mediation and the procedures that will govern the mediation. The cost and expense of the mediator shall be equally shared by the Parties and each Party shall submit to the mediator any information or position papers that the mediator may request to assist in resolving the Claim. If a Claim has not been resolved within sixty (60) after submission of the Claim to mediation, then either Party may submit the Claim to binding arbitration in accordance with the Commercial Arbitration Rules and Mediation Procedures of the AAA then in effect. All arbitration proceedings shall be held in Bradenton, Florida or any other City the parties agree to. Demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association. The demand for arbitration may be filed at the same time as the demand for mediation but the arbitration proceedings shall be stayed until the time period for the mediation proceedings referenced above has expired. The demand for arbitration shall be made within a reasonable time after the Claim, but in no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statutes of limitations. The prevailing party in the arbitration proceeding shall be entitled to recover its reasonable costs, expenses and attorneys' fees as part of the award. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable Law in any court having jurisdiction thereof. The agreement to arbitrate under this Section shall be specifically enforceable under applicable Law in any court having jurisdiction thereof.

Section 13.20 Nondiscrimination.

There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, creed, religion, national origin, disability or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Complex. Neither the Team nor any person claiming under or through it shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of licensees, sublicensees or vendors (if any), using or operating at Complex or any portion thereof.

Section 13.21 Quiet Enjoyment.

If and so long as the Team shall comply with all of the covenants, conditions and provisions of this Lease on the Team's part to be observed and performed hereunder, the Team shall peaceably and quietly have, hold and enjoy the Complex for the Lease Term, without hindrance or interruption by the City or any Person lawfully claiming the Complex, subject, nevertheless, to all of the provisions of this Lease.

Section 13.22 Estoppel Certificate.

Each of the City and the Team, respectively, agrees that at any time and from time to time within fourteen (14) days' after receipt of a written request by the other Party, the Team or

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date stated in the first paragraph of this Lease.

[Signature]
Witness
Laura Spinnaker
(Printed signature)
[Signature]
Witness
Greg Spinnaker
(Printed signature)

TEAM:
PITTSBURGH ASSOCIATES, a Pennsylvania
Limited Partnership
BY: Pittsburgh Baseball, Inc., a Pennsylvania
corporation, its general partner
[Signature]
BY:
Name: James D. Plake
Title: Exec. VP & CEO

STATE OF PENNSYLVANIA
COUNTY OF Allegheny

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared JAMES D. PLAKE, as EXECUTIVE VP & CEO of the Pittsburgh Associates, a Limited Partnership named in the foregoing instrument, and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said Limited Partnership.

WITNESS my hand and official seal at Pittsburgh, Pennsylvania on this 28th day of December, 2006.
[Signature]
Notary Public
Patricia A. Geisler, Notary Public
City Of Pittsburgh, Allegheny County,
My Commission Expires March 2, 2007
Member, Pennsylvania Association of Notaries
(Notary)

[Signature]
Witness
RENE' L. RAYHEAD
(Printed signature)
[Signature]
Witness
[Signature]
(Printed signature)

CITY:
CITY OF BRADENTON, a Municipal Corporation
of the State of Florida
By: [Signature]
Name: WAYNE POSTON
Title: MAYOR

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Wayne Poston, as Mayor of the City of Bradenton, a Florida municipality named in the foregoing instrument, and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal at Bradenton, Florida on this 28th day of December, 2006.
[Signature] (Notary)

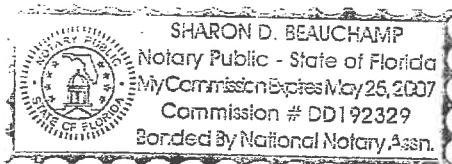


EXHIBIT 1

LEGAL DESCRIPTION OF THE LAND COMPRISING THE COMPLEX
[AND DESCRIPTION OF APPURTENANT PROPERTY RIGHTS]

General Description of Exhibit Content: A metes and bounds description of the land upon which the Complex is located and a description of all easements benefiting the Complex.

Party Responsible to Prepare Exhibit: The City and the Team with the assistance of surveyor.

Parties to Review and Approve: The Team and the City.

EXHIBIT 3

FORM OF ACKNOWLEDGMENT OF COMMENCEMENT DATE

EXHIBIT 5

FORM OF MEMORANDUM OF LEASE



DEVELOPMENT AGREEMENT

BETWEEN

CITY OF BRADENTON

AND

PITTSBURGH ASSOCIATES

DATED AS OF June 12, 2007

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"City" shall mean the City of Bradenton, Florida.

"City Indemnified Persons" shall mean the City and its elected officials, appointed officials, board members, officers, employees, agents and attorneys.

"City Representative" shall mean Carl Callahan or any successor to the foregoing person designated in writing by the City by written notice to the Team.

"Claim" shall mean any claim, demand or dispute between the Parties relating to this Agreement or the Project.

"Complex" shall mean Pirate City and McKechnie Field.

"Construction Drawings and Specifications" shall mean the working drawings and specifications describing the size, character, appearance, functionality, design, construction, materials, finishes, structure and mechanical, electrical and all other systems, amenities and components of the Complex prepared from the approved Design Development Documents.

"Construction Team" shall mean (a) the City, (b) the Team, (c) Contractor, (d) Architect, (e) any other consultants deemed necessary by the City or the Team to assist in the design, construction or development of the Complex.

"Contract Documents" shall mean the Contractor Agreement, the Architect Agreement, the final Construction Drawings and Specifications for the Complex and any Change Orders or other equivalent construction contract documents entered into to complete the Project.

"Contractor" shall mean NDC Construction Company.

"Contractor Agreement" shall mean the Contractor Agreement between the City and Contractor, as the same may be amended, modified or supplemented from time to time in accordance with the terms of this Agreement.

"County" shall mean the County of Manatee, State of Florida.

"Damages" shall mean any loss, liability, claim, damage, cost and expense, including costs of investigation and defense and reasonable attorneys' fees, whether the action is for money damages, or for equitable or declaratory relief.

"Design Development Documents" shall mean drawings and specifications based upon, and refining, the Schematic Design Documents and illustrating the scope, relationship, forms, size, functionality and appearance of the Complex and shall provide detail regarding the exteriors of the Complex by means of plans, sections and elevations, typical construction details, equipment layouts and specifications.

"Design Documents" shall refer to, as applicable, the Schematic Design Documents, the Design Development Documents and the Construction Drawings and Specifications.

"Event of Default" shall have the meaning set forth in Section 8.1 hereof.

"Pirate City" shall mean the baseball facilities known as Pirate City Baseball Training Facility, located at 1801 27th Street East, Bradenton, Florida.

"Prime Rate" shall mean that rate of interest published from time to time in the Money Rates column of The Wall Street Journal as the "Prime Rate" or "Prime Interest Rate."

"Project" shall mean (a) the planning, development, design, construction and renovation of McKechnie Field and (b) the planning, development, design, construction and renovation of Pirate City. The Project is generally described on Exhibit 2.

"Project Budget" shall mean the budget of the Project Costs and shall contain a reasonably detailed breakdown of the various elements of the Project Costs as approved by the Parties.

"Project Costs" shall mean all costs and expenses of planning, designing, constructing, renovating, and equipping the Complex, including architectural, design and engineering services associated with the planning, design construction and renovation of the Complex; all costs and expenses of Permits and costs and expense for obtaining all Permits or approvals associated with the Complex; all costs and expenses that would be categorized as soft costs in accordance with industry standards for the design and construction of major construction projects, such as the Complex, including design fees, development costs, insurance and third party professional services, all labor, materials, equipment and services to be provided in connection with the renovation of the Complex, including, all costs and expenses included in the GMP; all costs and expenses incurred in connection with the purchase and installation of all machinery, furnishings, fixtures and equipment required for the operation of the Complex; and adequate construction contingencies and reserves, but in no event shall "Project Costs", for the purposes of this Development Agreement, include the costs of capital improvements reserves, bond reserves, capitalized interest or financing costs.

"Project Schedule" shall mean the master project schedule, as updated in accordance with the Contractor Agreement, and attached hereto as Exhibit 3.

"Schematic Design Documents" shall mean, as applicable, with respect to the Complex, the schematic design documents prepared by the Architect of the various Complex components, showing, among other things, the building exterior spaces, and major architectural and interior finishes; including those items set forth in Exhibit 4.

"Site" shall mean the property identified in the Site Plan as the "McKechnie Field" and "Pirate City."

"Site Plan" shall mean the site plan attached hereto as Exhibit 5.

"Substantial Completion" shall that the work under the Contract Documents is essentially and satisfactorily complete, such that the Complex is ready for opening to the general public and full occupancy and use by the Team. A minor amount of work, as determined by and at the discretion of the Team, such as installation of minor accessories or items, a minor amount of

(vi) The Architect to discharge any lien filed by it or its respective subcontractors or consultants for labor performed or materials or services furnished in connection with the construction and renovation of the Complex;

(vii) The Architect to perform its services in accordance with all Laws; and

(viii) The Architect to provide the Contractor with information reasonably required by the Contractor for cost estimating and scheduling, to consult with the Contractor regarding matters affecting cost and schedule, to cooperate with the Team and the City and Contractor in reconciling the design, program, Project Schedule and Project Budget, and to produce documents that are consistent with the Team and the City approvals.

(b) Changes to Architect Agreement. The Team shall have the right to approve any change, modification or amendment to the Architect Agreement. The City shall submit to the Team Representative for review and approval any such proposed change, modification or amendment. The Team shall have ten (10) days to approve or disapprove such change. Approval shall not be unreasonably withheld, conditioned or delayed and the Team shall state the reasons for any disapproval in writing.

(c) Right to Attend Meetings. The Team Representative shall receive notice of all design meetings, have the right to attend all design meetings regarding the design of the Complex and to receive all documents from the Architect at the same time as the City shall receive them. All design meetings shall be held in Bradenton, Florida unless otherwise agreed by the Parties and shall be scheduled at a time that generally allows the Team Representative to attend.

Section 2.2 Project Representatives.

(a) Team Representative. The Team has designated the Team Representative as its agent and representative authorized to act on the Team's behalf with respect to the Project. The Team reserves the right to change its representative, and the Team shall notify the City in writing prior to such change. The City shall have the right to approve any replacement of the Team Representative, which approval shall not be unreasonably withheld, conditioned or delayed. The Team Representative is the Team's exclusive representative to the City insofar as this Agreement is concerned. All instructions from the Team to the City relating to this Agreement shall be issued or made in writing through the Team Representative. All communications and submittals from the City to the Team shall be issued or made through the Team Representative, unless the Team or the Team Representative shall otherwise direct in writing.

(b) City Representative. The City has designated the City Representative as its agent and representative authorized to act on the City's behalf with respect to the Project. The City reserves the right to change its representative, and the City shall notify the Team in writing prior to such change. The Team shall have the right to approve any replacement of the City Representative, which approval shall not be unreasonably withheld, conditioned or delayed. The City Representative is the City's exclusive representative to the Team insofar

(ii) the Contractor to maintain insurance acceptable to the City and the Team, including the coverages, limits of liability and other requirements set forth in Exhibit 7;

(iii) acknowledgement of the Team as a third party beneficiary of the agreement;

(iv) compliance with all Laws;

(v) the Contractor to promptly deliver such documents and other information as reasonably requested by the City or the Team and otherwise cooperate with the City and the Team to meet the Project Schedule; and

(vi) the Contractor to discharge any lien filed by it or its respective subcontractors or consultants for labor performed, or materials or services furnished in connection with the Project.

(b) City Oversight of Contractor. The City, in cooperation with the Team, shall cause the Contractor to:

(i) Prepare the Project Budget to be approved by the Parties;

(ii) Develop a Project Schedule and cause the Project Schedule to be updated on at least a monthly basis and deliver a copy of same to the Team Representative and the City Representative;

(iii) Provide detailed estimates as set forth in Section 2.3(d) hereof;

(iv) Develop a GMP for approval by the Team and the City;

(v) Obtain or cause to be obtained, in coordination with the Architect, all Permits;

(vi) Maintain complete and accurate books and records, consistent with industry standards, regarding the design, construction and renovation of the Complex, including records relating to the Contract Documents, shop drawings, Change Orders, as built drawings, applications for payment, Permits, insurance policies, correspondence, bills, vouchers, receipts and lien waivers;

(vii) Develop and implement a plan for construction staging and storage;

(viii) Furnish promptly to the Team Representative all documents and information required to be provided pursuant to this Agreement and all other information that the Team Representative may reasonably request;

(ix) Notify promptly the Parties of any claim, suit, proceeding or action that is initiated or threatened in connection with the Project;

Section 3.3 City Responsibilities.

(a) The City shall be responsible for the administration of the Architect Agreement and the Contractor Agreement, subject to the rights of the Team as set forth herein.

(b) The City shall select and negotiate contracts with all consultants and professionals that shall comprise the Construction Team, subject to consultation with and final approval by the Team.

(c) The City shall provide accounting services for the Project.

(d) The City shall furnish to the Team monthly reports containing (i) a status of design planning, (ii) a comparison of the Project Budget to costs incurred through the date of the report, and an analysis of the reasons for variances, (iii) a narrative comparison of the Project Schedule to the work actually completed through the date of the report, and an analysis of the reasons for variances, (iv) any revision to the Project Schedule and/or Project Budget, made during the month covered by the report, and (v) the status of any municipal requirements and activities required to facilitate the approval of the Project.

(e) The Team shall have the right to review and approve the use of contingencies established in the Project Budget.

(f) The City shall, in coordination with the Contractor, the Architect and the Team, develop procedures for reviewing and processing applications for payments by the Contractor, and procedures for payment of other Project Costs, including payments to other consultants. Any such procedures shall include the right of the Team Representative to review and approve the applications for payments and invoices.

(g) The City shall take all action reasonably required to comply with all Legal Requirements and take all reasonable action to cause the Architect, the Contractor, and all other agents and contractors to design and construct the Complex in accordance with Legal Requirements.

(h) The City, together with the Team Representative, shall supervise punchlist and warranty work after the date of Substantial Completion of the Complex.

Section 3.4 Permits.

The City shall comply with and keep in effect all Permits and other approvals obtained from any Governmental Authorities, regardless of the procurer of such Permits, that relate to the construction and renovation of the Complex.

Section 3.5 Insurance.

(a) The City shall cause the Architect and the Contractor to maintain the insurance coverages as described in Exhibit 6 and Exhibit 7, respectively.

contracts, judgments or decrees to which the City is a party, or by which the City or its assets may be bound or affected.

Section 5.3 No Violation of Laws.

The City has complied in all material respects with all Legal Requirements, and the City is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Authority that is in any respect related to the transactions contemplated in and by this Agreement.

Section 5.4 Litigation.

To the best of the City's knowledge, there is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or threatened against the City seeking to restrain or prohibit, or seeking Damages or other relief in connection with, the execution of this Agreement and the performance of the transactions contemplated herein or the performance of the City hereunder.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF TEAM

The Team hereby represents and warrants to the City that, as of the date of execution of this Agreement:

Section 6.1 Organization.

The Team is a Pennsylvania limited partnership duly organized, validly existing and in good standing under the Laws of State of Pennsylvania.

Section 6.2 Authorization, Validity and Enforceability.

All corporate action necessary for the authorization, execution, delivery and performance of all obligations of the Team under this Agreement has been taken. All consents and approvals of any Person required in connection with the execution of this Agreement have been obtained. This Agreement, when executed, shall constitute valid and legally binding obligations of the Team enforceable in accordance with its respective terms.

Section 6.3 No Conflicts.

The execution, delivery and performance of this Agreement shall not result in a violation of, in any material respect, any provision of any other agreements, instruments, contracts, judgments or decrees to which the Team is a party or by which the Team or its assets may be bound or affected including the Constitution, by-laws, rules and regulations of Major League Baseball, nor shall the execution, delivery and performance of this Agreement result in the breach of or constitute a default under any loan or credit agreement, or other agreement or instrument to which the Team is a party or by which the Team or its assets may be bound or affected.

(a) Lease Agreement. The City shall have executed and delivered the Lease Agreement.

(b) Accuracy of Representations. All of the City's representations and warranties in this Agreement must have been accurate in all material respects as of the date hereof.

(c) Performance. All of the covenants and obligations that the City is required to perform or to comply with pursuant to this Agreement prior to the date of the Team's performance, including the delivery of all documents and notices provided for therein, must have been performed and complied with in all material respects.

(d) No Injunction. There must not be in effect any Legal Requirements or any injunction or other order that prohibits the consummation of this Agreement.

(e) Delivery of Other Documents. The City shall have delivered all documents and notices required by this Agreement including opinions of counsel that shall, among other things, verify the due authorization for the execution and delivery of the Agreement by the City.

ARTICLE 8 DEFAULT AND REMEDIES

Section 8.1 Events of Default.

Each of the following shall constitute an Event of Default under this Agreement:

(a) Team Event of Default.

(i) The Team's violation or failure to perform or observe any covenant or condition of this Agreement, which failure or violation shall continue for thirty (30) days after receipt of written notice to the Team by the City identifying with particularity the failure or violation, provided that if such failure or violation is susceptible to cure but is not reasonably capable of being cured within such thirty (30)-day period, there shall exist no Event of Default provided that the Team promptly advises the City of the Team's intention to duly institute all steps necessary to cure such default and the Team promptly commences cure of such failure or violation, and diligently pursues such cure to completion; and

(ii) Any representation or warranty made by the Team herein shall prove to have been incorrect when made, in any material respect.

(b) City Event of Default.

(i) The City's violation or failure to perform or observe any covenant or condition of this Agreement, which failure or violation shall continue for thirty (30) days after receipt of written notice to the City by the Team identifying with particularity the failure or violation, provided that, if such failure or violation is susceptible to cure but is not reasonably capable of being cured within such thirty (30)-day period, there shall exist no Event of Default provided that the City promptly advises the Team of the City's

(a) any breach of any representation or warranty made by the Team in this Agreement or exhibit attached hereto or any other certificate or document delivered by the Team to the City pursuant to this Agreement; and

(b) any breach by the Team of any covenant or obligation of the Team in this Agreement.

(c) Notwithstanding the foregoing, indemnification for any action lying in tort shall be limited to \$500,000 per person or \$1,000,000 for claims or judgments arising out of the same incident or occurrence or the amounts set forth in Florida Statutes 768.28, as may be amended from time to time, whichever is greater.

© If the Team fails to make any payment of any sums payable by the Team to the City Indemnified Persons on the date due by contract, which failure shall continue for thirty (30) days, then such payment shall bear interest at a rate of interest equal to the lesser of four percent (4%) above the Prime Rate or the highest rate permitted by Law, payable from the date such payment was due to the date of payment thereof.

Section 9.2 Indemnification and Payment of Damages by the City.

The City shall indemnify, defend and hold harmless the Team and the Team Indemnified Persons for, and shall pay to the Team Indemnified Persons the amount of Damages from a third party claim arising, directly or indirectly, from or in connection with:

(a) any breach of any representation or warranty made by the City in this Agreement or in any schedule or exhibit attached hereto or any other certificate or document delivered by the City to the Team pursuant to this Agreement; and

(b) any breach by the City of any covenant or obligation of the City in this Agreement.

(c) Notwithstanding the foregoing, the City's obligation to indemnify shall be limited to the sum of \$500,000 per person per occurrence or \$1,000,000 for claims or judgments arising out of the same incident or occurrence or the amounts set forth in the Florida Statutes 768.28 as may be amended from time to time which ever is greater. Nothing contained herein shall operate as a waiver of any sovereign immunity available to the City for any claims brought directly against the City by any third party.

© If the City fails to make any payment of any sums payable by the City to the Team Indemnified Persons on the date due by contract, which failure shall continue for thirty (30) days, then such payment shall bear interest at a rate of interest equal to the lesser of four percent (4%) above the Prime Rate or the highest rate permitted by Law, payable from the date such payment was due to the date of payment thereof.

To the Team: Pittsburgh Associates
PNC Park at North Shore
115 Federal Street
Pittsburgh, PA 15212
Attention: Vice President and General Counsel
Fax: 412-325-4948

With a Copy to: Pirate City Baseball Training Facility
1801 27th Street East
Bradenton, FL 33505
Attention: Director of Florida Operations
Fax: 941-747-8151

To the City: City of Bradenton
~~Bradenton, FL 33505~~ 101 OLD MAIN ST.
Attention: Mayor BRADENTON, FL 34205
~~Fax: 813-747-5359~~ 941- 932 - 9548

With a Copy to: _____

Attention: _____
Fax: _____

Each notice shall be deemed given and received on the date delivered if served personally or by overnight delivery service, or, if sent by United States registered or certified mail, or fax transmission, then one (1) day after its delivery to the address of the respective Party, as provided in this Article, except that with respect to the notices pertaining to matters that are to be accomplished within less than three (3) days (e.g., requests for consent when the Person whose consent is sought has one (1) day to respond in the granting or denying of such consent), notice shall be deemed given simultaneously with its delivery. Notices sent by a Party's counsel shall be deemed notices sent by such Party.

Section 10.6 Calculation of Time.

Unless otherwise stated, all references to "day" or "days" shall mean calendar days.

Section 10.7 Time is of the Essence.

Time is of the essence of this Agreement. The City shall cause the work under the Contract Documents to meet the Project Schedule, which shall not be altered except by a Change Order agreed to by the Parties. The City acknowledges (a) that Substantial Completion of the Project by February 1, 2008 is of paramount importance to the Team because of the unique nature of the Project and the expense involved in training or playing in a substitute facility, and (b) that the Team shall suffer significant damages, including lost revenues, rental expenses for spring training facilities and player/employee housing, and related costs and expenses if the Project does not achieve Substantial Completion by February 1, 2008.

Section 10.15 Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to (a) confer upon any Person other than the Parties and their permitted successor(s) and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a Party to this Agreement to maintain an action pursuant to or based upon this Agreement.

Section 10.16 Governing Law.

This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida, notwithstanding its conflicts of law or choice of law provisions. The parties agree that venue shall lie for any actions in Manatee County only.

Section 10.17 Counterparts.

This Agreement may be executed and delivered in three or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one Agreement.

Section 10.18 Relationship of Parties.

It is agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture among the Parties.

Section 10.19 Dispute Resolution.


For purposes of this Section only, the term "Claim" shall mean any Claim other than for specific performance or injunctive relief between or among the Parties that cannot be resolved by their respective representatives. Any such claim shall be submitted to non-binding mediation administered in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (AAA) then in effect. Unless the Parties otherwise agree, within seven (7) days after the selection of the mediator, the Parties and the mediator shall participate in a pre-mediation conference to determine the time and place of the mediation and the procedures that will govern the mediation. The cost and expense of the mediator shall be equally shared by the Parties and each Party shall submit to the mediator any information or position papers that the mediator may request to assist in resolving the Claim. If a Claim has not been resolved within sixty (60) after submission of the Claim to mediation, then either Party may submit the Claim to binding arbitration in accordance with the Commercial Arbitration Rules and Mediation Procedures of the AAA then in effect. All arbitration proceedings shall be held in Bradenton, Florida. Demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association. The demand for arbitration may be filed at the same time as the demand for mediation but the arbitration proceedings shall be stayed until the time period for the mediation proceedings referenced above has expired. The demand for arbitration shall be made within a reasonable time after the Claim, but in no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statutes of limitations. The prevailing party in the arbitration proceeding shall be entitled to recover its reasonable, costs, expenses and attorneys' fees as part

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

TEAM:

PITTSBURGH ASSOCIATES, a Pennsylvania limited partnership

By: Pittsburgh Baseball, Inc., a Pennsylvania corporation, its general partner

By: 
Name: LARRY A. SILVERMAN
Title: VP and GENERAL COUNSEL

CITY:

CITY OF BRADENTON, a Municipal Corporation of the State of Florida


By: 
Name: WAYNE POSTON
Title: MAYOR

EXHIBIT 1

LEASE AND OPERATING AGREEMENT

1. General Description of Exhibit Content: A copy of the final execution form of the Lease and Operating Agreement for the Complex.

EXHIBIT 3

PROJECT SCHEDULE

1. General Description of Exhibit Content: A copy of the master project schedule containing all major milestone dates for the Project including, without limitation: outside dates for funding of the City Contributions, milestones (and review periods) for delivery of the Design Development Documents and Construction Drawings and Specifications, construction start date, major construction milestones (including substantial completion dates), outside dates for permitting and other approvals.
2. Party Responsible to Prepare Exhibit: The Contractor and the Architect with input from the City and the Team.
3. Parties to Review and Approve: The City and the Team.

EXHIBIT 5

SITE PLAN

1. General Description of Exhibit Content: A copy of the Site Plan showing the site limits for Pirate City Training Facility and McKechnie Field and the related parking facilities.
2. Party Responsible to Prepare Exhibit: The Architect.
3. Parties to Review and Approve: The City and the Team.

EXHIBIT 7

CONTRACTOR INSURANCE REQUIREMENTS

A. Limits

1. **Commercial General Liability**
\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate--Per Project Aggregate
Products/Completed Operations Aggregate--Per Project Aggregate
Personal Injury
2. **Business Automobile**
\$1,000,000 Combined Single Limit
3. **Workers' Compensation/Employers' Liability (Stop Gap)**
Workers' Compensation - Coverage A
\$1,000,000 Each Accident
\$1,000,000 Disease--Policy Limits
\$1,000,000 Disease--Each Employee
4. **Umbrella Liability (coverage to "follow form" of underlying insurance)**
\$5,000,000

B. Other Requirements

1. **Commercial General and Umbrella Liability Insurance.** Contractor shall maintain Commercial General Liability (CGL), and Commercial Umbrella liability insurance with limits as set forth above. If such CGL contains a general aggregate limit, it shall apply separately to this Project.
 - (a) CGL insurance shall be written on ISO occurrence for CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - (b) Owner and the entities listed in Section 5(d) below shall be included as additional insureds under the CGL and under the commercial umbrella liability policy, using ISO additional insured endorsement CG 20 10 10 93, or a substitute providing equivalent coverage, with changes requested by Owner. Contractor shall deliver to each additional insured a copy of the additional insured endorsement. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs carried by Owner. If any additional insured has other insurance that is

4. **Workers' Compensation and Employers' Liability.** The alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.

5. **General.** All policies shall:
 - (a) Be written by insurance companies with a Best's Rating of no less than "A:VII".
 - (b) Provide that coverage shall not be suspended, voided, canceled, non-renewed, reduced in scope or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner.
 - (c) Apply separately to each insured and additional insured against a whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (d) Name the following entities as additional insureds: the City, Pittsburgh Associates, Pittsburgh Baseball, Inc., and, as applicable; their respective subsidiaries, affiliates, officers, directors employees.
 - (e) (i) provide defense as an additional benefit and not within the limits of liability, (ii) be endorsed to provide a waiver of subrogation in favor of the additional insureds, and (iii) with respect to workers' compensation and employer's liability insurance, contain stop gap endorsement for monopolistic states.



Pittsburgh Pirates



LECOM Park

1611 Ninth Street West
Bradenton, FL 34205



Ticket Information:

(941) 747-3031



www.pirates.com/springtraining

Attending a Pirates Game at LECOM Park

Bradenton's LECOM Park, built in 1922, is the oldest spring training stadiums, still hosting a team, in Florida's Grapefruit League and has been home to spring training baseball since 1923.

The ballpark's current tenant, the Pittsburgh Pirates, have called LECOM Park home since 1969.

LECOM Park is located at 1611 Ninth Street West near bustling downtown Bradenton, home to the South Florida Museum, Manatee Players Theatre, ArtCenter Manatee and more. The ballpark sits directly east of the nationally-acclaimed Village of the Arts, a growing neighborhood of galleries and studios where artists and artisans of various types create and sell their wares.

A \$10 million upgrade at LECOM Park includes:

LECOM Park will become a 360-degree ballpark with the addition of a boardwalk traversing the outfield.

Concessions, restrooms and a specialty bar will be added on the boardwalk at centerfield.

New, more comfortable seats will replace the existing infield seats.

Additional seating, in the form covered outfield bleachers, will bring the ballpark's capacity to approximately 8,500 from the current 6,500.

Permanent roofs will replace the existing, temporary shade coverings above infield seating along the first- and third-base lines.

Bullpens will be moved to the outfield where fans will be able to observe pitchers and catchers from the boardwalk.

Concession stands and restrooms in the concourse will be replaced and updated.

Additional areas will be available in the Fan Plaza for activities behind the stands.

Ticket prices at LECOM Park have perennially been one of the lowest in the Grapefruit League. For regularly priced games, grandstand tickets can be had for \$18 while "premium" box seats cost \$29.



Pirates Spring Training Ticket Prices & Information

2020 Ticket Information

Infield Box (Box 1-14) and Infield Reserve: \$29;

Baseline Box (Box 15-22): \$25;

Grandstand & Left Field Bleachers: \$18;

Standing Room: \$16 (available for sold out games only)

Day of Game Pricing increases by \$3

Stadium Information

LECOM Park was built in 1923 and renovated in 1992, 2008 and 2013. The 2020 season is the Pirates 52nd Spring Training at this location.

Parking: Neighborhood parking, prices vary

Dimensions: 335 feet right and left field lines and 400 feet to center

Seating Capacity: 8,500

LECOM Park is also home of the [Bradenton Marauders, the Pirates Class](#)
[A Florida State League affiliate](#)



Directions to LECOM Park

[Find in Google Maps](#)

From St. Petersburg: Go over Skyway Bridge to Exit 2 (19 South); continue on 41 South (Bradenton/Sarasota); make right turn on 17th Avenue West. McKechnie is on the right.

From Sarasota (Route 41): Take Route 41 north to 17th Avenue West; make right. McKechnie is on the left.

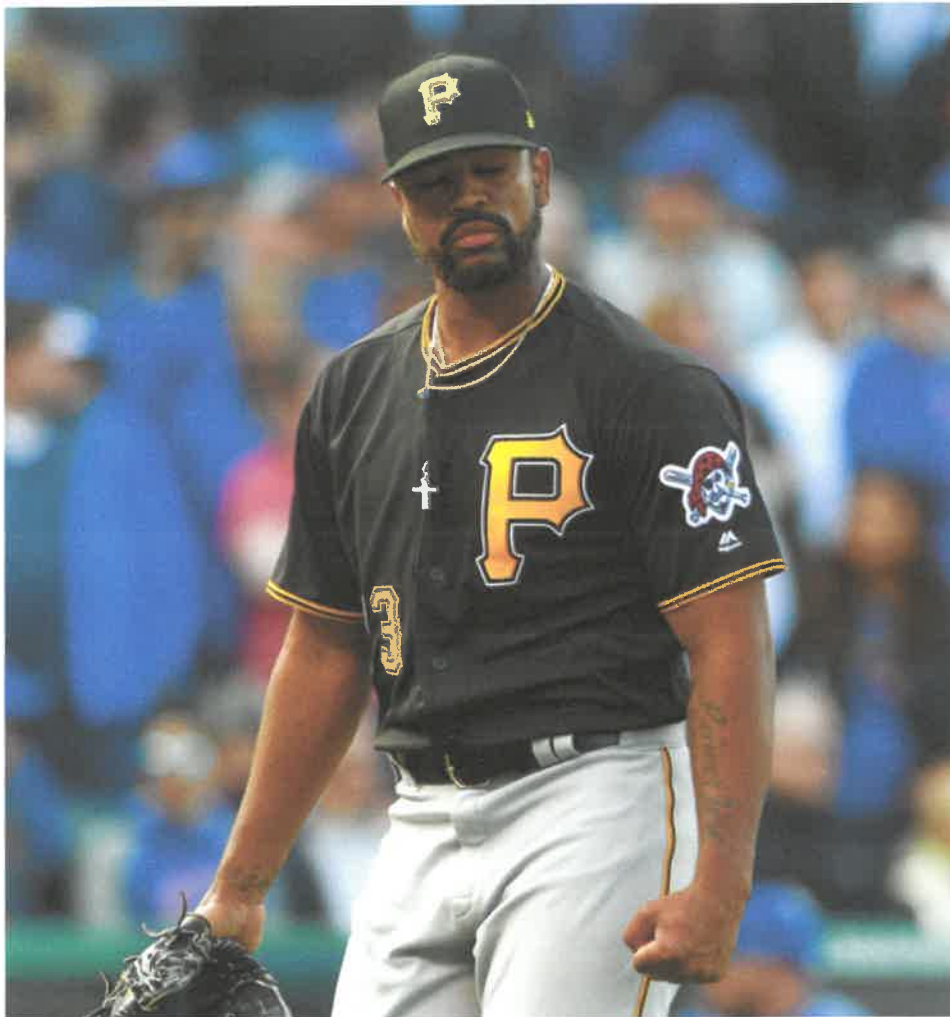
From Sarasota (US-301): Take US-301 north to 13th Avenue West; make left. Left onto 9th Street West.

McKechnie is on the left.

From north or south on I-75: Exit 220 (220 B from north) at Route 64; go west on Route 64 to Ninth Street West; turn left. McKechnie on the left.

Traffic and Road Construction Information from the Florida Department of Transportation

Learn about important traffic and roadway conditions by visiting www.FL511.com. This service reports travel times, road construction, lane closures and more on major Florida roadways.



Pittsburgh Pirates Florida Spring Training History

1918: Jacksonville

1947: Miami Beach

1954: Fort Pierce

1955-68: Fort Myers (Terry Park)

1969-present: Bradenton (LECOM Park)

Pirates Spring Training Attendance

(2010-20)

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020*
Total Attendance	68,184	88,003	82,390	93,433	91,046	106,038	103,762	106,291	96,363	90,582	50,019
Games	14	16	15	15	12	15	15	17	16	15	10
Avg. Attendance	4,870	5,500	5,493	6,229	7,587	7,069	6,917	6,252	6,023	6,039	5,002

*The 2020 MLB Spring Training season was halted on March 12, 2020, as the coronavirus (COVID-19) pandemic swept through the United States stopping all sporting events, at the time, and discontinued large gatherings of people.

Area Information



The Nearly 883,000 fans attend Florida Grapefruit League Spring Training in 2020

TALLAHASSEE, Fla. – Despite having to end 12 days early, and cancel 86 games because of the COVID-19 Pandemic, 2020 Florida Spring Training Season was a success. Nearly 883,000 fans attended 199 games for an average of nearly 6,000 fans per game.

Highlights from the 2020 season included:

The debut of the Atlanta Braves new spring training home, CoolToday Park in North Port. The Braves played 11 games at CoolToday Park, attracting 70,106 fans for an average of 6,373 fans per game.

The Toronto Blue Jays returned to Dunedin for their 44th season to a

The Toronto Blue Jays returned to Durham for their 44th season to a renovated TD Ballpark. The Blue Jays played nine games, with one game rained out, before a total of 46,865 fans. For an average of 5,207 per game.

The largest crowd of the season came on Saturday, March 7, at Clearwater's Spectrum Field, when the Philadelphia Phillies hosted the Boston Red Sox with 10,201 fans attending.

The Boston Red Sox and New York Yankees both averaged over 9,500 fans per game. The Red Sox total attendance at Jet Blue Park in Fort Myers was 95,870 in 10 games for an average of 9,587 per game. The Yankees drew a total of 95,399 in 10 games for an average of 9,540 per game.

Since the 2000 season, 31,980,148 have attended Spring Training games in Florida.

The 2020 Florida Spring Training attendance figure accounts for all games between Major League teams, played in the State of Florida. Attendances are compiled daily by the Florida Sports Foundation, the State of Florida's lead sports promotion and development organization and a Division of Enterprise Florida, Inc., and verified by each team.

2020 Team-by-Team Florida Spring Training Attendance

Atlanta Braves – CoolToday Park, North Port (6,800 seat capacity)

11 Games (six canceled): 70,106 total attendance; 6,373 average per game
Largest Crowd: 7,243 vs. Boston Red Sox, Monday, March 9

Baltimore Orioles – Ed Smith Stadium, Sarasota (7,484)

Nine Games (seven canceled): 48,987 total attendance; 5,443 average per game
Largest Crowd: 8,017, vs. New York Yankees, Sunday, March 8

Boston Red Sox – JetBlue Park, Fort Myers (11,000)

10 Games (six canceled): 95,870 total attendance; 9,587 average per game
Largest Crowd: 10,090 vs. St. Louis Cardinals, Tuesday, March 10

Detroit Tigers – Publix Field at Joker Marchant Stadium, Lakeland (9,654)

10 Games (six canceled): 61,720 total attendance; 6,172 average per game
Largest Crowd: 8,669 vs. New York Yankees, Sunday, March 1

Houston Astros – FITTEAM Ballpark of the Palm Beaches, West Palm Beach (7,800)

Nine Games (one rain out, five canceled): 34,519 total attendance; 3,835 average per game

Largest Crowd: 5,624 vs. Washington Nationals, Wednesday, March 11

Miami Marlins – Roger Dean Chevrolet Stadium, Jupiter (6,806)

10 Games (five canceled): 34,161 total attendance; 3,416 average per game

Largest Crowd: 6,606 vs. New York Yankees, Wednesday, March 11

Minnesota Twins – Hammond Stadium at CENTURYLINK Sports Complex, Fort Myers (8,730)

Nine Games (six canceled): 69,998 total attendance; 7,778 average per game

Largest Crowd: 9,123 vs. St. Louis Cardinals, Monday, March 9

New York Mets – Clover Park, Port St. Lucie (7,000)

10 Games (five canceled): 57,054 total attendance; 5,705 average per game

Largest Crowd: 6,906 vs. Houston Astros, Sunday, March 8

New York Yankees – George M. Steinbrenner Field, Tampa (10,031)

10 Games (six canceled): 95,399 total attendance; 9,540 average per game

Largest Crowd: 10,150 vs. Atlanta Braves, Sunday, March 8

Philadelphia Phillies – Spectrum Field, Clearwater (7,700)

10 Games (seven canceled): 69,591 total attendance; 6,959 average per game

Largest Crowd: 10,201 vs. Boston Red Sox, Saturday, March 7

Pittsburgh Pirates – LECOM Park, Bradenton (8,500)

10 Games (five canceled): 50,019 total attendance; 5,002 average per game

Largest Crowd: 8,295 vs. New York Yankees, Saturday, March 7

St. Louis Cardinals – Roger Dean Chevrolet Stadium, Jupiter (6,806)

10 Games (five canceled): 56,345 total attendance; 5,635 average per game

Largest Crowd: 6,686 vs. Houston Astros, Saturday, March 7

Tampa Bay Rays – Charlotte Sports Park, Port Charlotte (6,823)

12 Games (four canceled): 44,511 total attendance; 3,709 average per game

Largest Crowd: 6,330 vs. New York Yankees, Sunday, February 23

Toronto Blue Jays – TD Ballpark, Dunedin (8,500)

Nine Games (one rain out, five canceled): 46,865 total attendance; 5,207 average per game

Largest Crowd: 6,335 vs. Atlanta Braves, Sunday, February 24

Washington Nationals – FITTEAM Ballpark of the Palm Beaches, West Palm Beach (7,800)

Nine Games (five canceled): 47,660 total attendance; 5,296 average per game
Largest Crowd: 8,043 vs. New York Yankees, Thursday, March 12

Florida Spring Training Total Attendance

149 Games (two rain outs, 86 canceled): 882,805 total attendance; 5,925 average per game

Largest Crowd: 10,201, Boston Red Sox vs. Philadelphia Phillies, Spectrum Field, Clearwater, Saturday, March

###



CITY OF BRADENTON RETAINED SPRING TRAINING FRANCHISE 2020 ANNUAL REPORT

The following information is presented to fulfill the requirements of State Statute 288.11631(4): Submission of a Retained Spring Training Franchise annual report. The City of Bradenton is in a long-term lease arrangement with Major League Baseball's Pittsburgh Pirates.

CRITERIA #1. *A "unit of local government" as defined in F.S. 218.369 is responsible for the acquisition, construction, management, or operation of the facility for a retained spring training franchise or holds title to the property on which the facility for a retained spring training franchise is located.*

The City of Bradenton, a 'unit of local government,' holds title to the properties on which the Pittsburgh Pirates' spring training facilities are located. The Pirates have two separate facilities – Pirate City and the former McKechnie Field, now known as LECOM Park.

CRITERIA #2. *The applicant has a verified copy of a signed agreement with a retained spring training franchise for the use of the facility for a term of at least 15 years.*

The City of Bradenton, in 2006, entered into a 30-year lease agreement with the Pittsburgh Pirates. The lease and development agreement are included with this report and include both Pirate City and LECOM Park.

CRITERIA #3. *The applicant has a financial commitment to provide 50 percent or more of the funds required by an agreement for the acquisition, construction, or renovation of the facility for a retained spring training franchise. The agreement can be contingent upon the awarding of funds under this section and other conditions precedent to use by the spring training franchise.*

Through the issuance of an \$18.6 million bond, the City of Bradenton provided more than 50% of the cost of renovating the Pirates' spring training facilities. Bradenton also contributes annually to a capital 'reserve' fund for continued improvements to the facilities. In addition to the improvements made in 2007, a \$10 million renovation to McKechnie Field (LECOM) was made in 2012, leading *Ballpark Digest* to honor McKechnie Field as the "Best Ballpark Renovation" of 2013, the Best Florida Spring-Training Park of 2017, and the Best High-A Minor League Stadium in Florida in 2018. In 2017 a \$999,507 contribution from the TDC resulted in the installation of a new scoreboard at LECOM Park. Additionally, a Grant from the Department of Economic Development resulted in the construction of an additional field at the Tournament Sports Park at Pirate City. Ahead of the 2019 Spring Training Season the City of Bradenton used the capital 'reserve' funds for two improvement projects at LECOM Park, which included redoing the field to improve drainage and a dugout expansion.


CRITERIA #4. *The applicant has projections, verified by the Office of Tourism, Trade, and Economic Development, which demonstrate that the facility for a retained spring training franchise will attract a paid attendance of at least 50,000 annually.*

The Pirates' facilities host both Major League spring training AND the Bradenton Marauders, the Pirate's "A" club of the Florida State League. As reported by the Florida Grapefruit League, "The 2020 MLB Spring Training Season was halted on March 12, 2020, as the Coronavirus (COVID-19) pandemic swept through the United States stopping all sporting events, at the time, and discontinued large gatherings of people." Despite this, annual attendance at LECOM Park for 2020 through that date was 50,019 with only 10 games played (5,002 per game). The Marauders were unable to play in the 2020 season.

CRITERIA #5. *The facility for a retained spring training franchise is located in a county that is levying a tourist development tax pursuant to F.S. 125.0104.*

The City of Bradenton is located in Manatee County, which levies a 5% tourist development tax.

Respectfully submitted,



Sharon Beauchamp, City Clerk & Treasurer

**City of Clearwater
(Philadelphia Phillies)**



CLEARWATER
BRIGHT AND BEAUTIFUL - BAY TO BEACH

Florida Department of Economic Opportunity Annual Spring Training Report 2020



Submitted by the City of Clearwater

Phillies



Philadelphia Phillies Spring Training 2020

The City of Clearwater does not have data to report on the economic impact of the Philadelphia Phillies 2020 Spring Training Season. In an effort to maintain the safety of players and fans, Major League Baseball made the decision to cancel the 2020 Spring Training Season due to the COVID-19 Pandemic.

Spectrum Field- Spring Training Facility Expenses Through FY2019-2020

- Stadium Construction (Completed 2003):

State	\$8,200,000
Pinellas County	\$8,200,000
City of Clearwater	\$5,600,000
Phillies	\$12,900,000
<u>Total</u>	<u>\$34,900,000</u>

- Capital Improvements, Operating Expenses and Salaries, FY2003-2004 through FY 2019-2020 (City of Clearwater Cost Code 1888)

\$15,042,807.27

ELIGIBILITY REQUIREMENTS

1. A verified copy of signed agreement with the spring training franchise for the use of the facility for a term of at least 15 years.

- *A copy has been provided and the term is greater than 15 years.*

2. Financial commitment to provide 50% or more of the funds required by an agreement for the acquisition, construction, or renovation of the spring training facility.

- *The total project cost just for construction was \$34,900,000. OTTED provided \$8,200,000.*

3. Projected paid attendance, verified by OTTED, which demonstrate that the facility will attract a paid attendance of at least 50,000 annually.

- *Spring Training Attendance was the following:*

2004:	113,037
2005:	104,693
2006:	105,382
2007:	121,519
2008:	114,715
2009:	133,620
2010:	136,523
2011:	143,226
2012:	157,892

2013: 142,806
2014: 121,915
2015: 132,633
2016: 112,781
2017: 128,236
2018: 124,824
2019: 129,889
2020: N/A

Note these do not include other paid attendance events held at the facility.

4. The facility is located in a county that is levying a tourist development tax.

- *Pinellas County levies a 6% tourist development tax.*

5. A unit of local government, i.e., city, county, must be responsible for the acquisition, construction, management or operation of the new facility or holds title to the property on which the facility is located.

- *The City of Clearwater is responsible for the acquisition of the land, construction, management and operation of the facility, and holds title to the property.*

**SPORTS FACILITY
USE AGREEMENT**

by and among

THE CITY OF CLEARWATER, FLORIDA

and

THE PHILLIES

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EXHIBITS

EXHIBIT A Expedited ADR

SPORTS FACILITY USE AGREEMENT

THIS SPORTS FACILITY USE AGREEMENT (the "Agreement") is made and entered into as of December 31, 2000, by and among THE CITY OF CLEARWATER, FLORIDA, a municipal corporation ("City") and THE PHILLIES, a Pennsylvania limited partnership ("The Phillies").

1. Recitals.

Unless otherwise defined herein, capitalized terms used in this Section 1 shall have the meaning ascribed to them in Section 2 of this Agreement.

1.1 Club. The Phillies owns the Philadelphia franchise for a MLB club in the National League of Professional Baseball Clubs.

1.2 Economic and Industrial Development. The City may in accordance with applicable Florida law engage in economic and industrial development activities (such as those contemplated by this Agreement) which improve the condition of the residents and businesses of the City, which contribute to the overall economic condition of the City as a whole, and which may provide jobs for residents of the City as well as providing recreational and entertainment activities for the use and enjoyment of the residents of the City.

1.3 Intergovernmental Agreement. The City and The Phillies believe that conducting The Phillies' MLB Spring Training Season games in Clearwater will create significant economic, recreational, cultural and other benefits to Clearwater and to Pinellas County. For the foregoing reasons, the City is concurrently herewith entering into an intergovernmental agreement with Pinellas

County for funding of a portion of the costs of the development of the Sports Facility as contemplated by the SFDA. In addition, the City has represented to The Phillies and The Phillies acknowledge that the City has represented to it that the City is unable to finance the public sector costs of the Sports Facility but for the assistance and cooperation of and providing of funds by other Public bodies.

1.4 Spring Training Season. The Phillies is willing to conduct its home Spring Training Season activities at the Sports Facility, on the terms set forth in this Agreement.

1.5 Public Interest. The City finds that this Agreement is in the public interest and that the public funds are to be expended for a public purpose.

2. Definitions.

The following terms shall have the meanings ascribed to them as follows:

2.1 "Affiliate" or "Affiliated" of any Person (the "Subject Person") means any other Person who (i) controls, is directly or indirectly controlled by, or is under common control with, the Subject Person; or (ii) is a general partner, officer or director of the Subject Person or of any Person described in clause (i) above.

2.2 "Civic Event" means an event (which may, but need not, be a Revenue Event) held at the Sports Facility which is for charitable, community or civic purposes, the net ticket revenues from which, if any, may be distributed only to a charitable, community or civic organization.

2.3 "Claim" shall have the meaning set forth in Section 13.3.

2.4 "Club" means the MLB franchise owned by The Phillies, or successors thereto.

2.5 "Commercial Space" means the space and facilities in the Sports Facility that are described as such in the Scope of Work.

2.6 "Consulting Engineer" means a qualified consulting engineer mutually selected and equally paid by the parties, as provided in Section 9.2 hereof.

2.7 "CPI Index" means the Consumer Price Index for Urban Wage Earners and Clerical Workers specified for "All Items" for Tampa, St. Petersburg and Clearwater, Florida published by the Bureau of Labor Statistics of the United States Department of Labor (1982 - 84 =100). If the method by which such index is calculated is hereafter substantially changed, appropriate adjustments will be made by the parties to produce results approximating as nearly as possible the results which would have been obtained absent such change. A change in the base year shall be deemed such a substantial change. If the index is no longer published or otherwise becomes unavailable to the public, a reasonable substitute index shall be mutually agreed upon by the City and The Phillies.

2.8 "CPI Adjustment" shall have the meaning set forth in Section 6.1.

2.9 "Concession Facilities" means these portions of the Sports Facility (other than the Commercial Space), used for the preparation, storage, display and sale of food, beverages, merchandise and other products at events.

2.10 "Default" shall have the meaning set forth in Section 17.1.

2.11 "Defaulting Party" shall have the meaning set forth in Section 17.1.

2.12 "Default Rate" means an annual rate of interest equal to the prime rate of interest charged from time to time by Citibank (or some other bank agreed upon by the parties) plus one and one-half percent but in no event greater than the amount permitted by Chapter 218, Part VII, Florida Statutes. As used in the preceding sentence, the "prime rate of interest charged from time to time by Citibank shall mean the rate of interest announced from time to time by Citibank for loans to its commercial customers with the highest credit rating.

2.13 "Disaster Staging Uses" shall have the meaning set forth in Section 5.5.

2.14 "Environmental Laws" means any and all currently existing or subsequently enacted or effective federal, state, and local laws, statutes, codes, rules, regulations, ordinances, orders, standards, permits, licenses and requirements (including, but not limited to, consent decrees, judicial decisions and administrative orders) and any amendments, implementing regulations and reauthorizations thereto in effect during the Term regulating, dealing with, pertaining to or imposing liability or standards of conduct concerning the use, exposure, generation, manufacture, transportation, treatment, storage, disposal, emission, release, discharge, remediation or abatement of hazardous substances, or the preservation, conservation or regulation of the environment.

2.15 "Event" means a Phillies Event, a Partnership Event or a Civic Event.

2.16 "Expedited ADR" means the Expedited Alternative Dispute Resolution procedures attached to this Agreement as Exhibit A.

2.17 "Fields" means collectively the three baseball playing fields within the Sports Facility.

2.18 "Force Majeure" shall have the meaning set forth in Section 19.4.

2.19 "Grapefruit League" means the collection of MLB clubs that conduct their spring training operations in the State of Florida and who play exhibition games among each other during the spring training season, which collection is commonly known and referred to as the Grapefruit League.

2.20 "Home Game" means every regularly scheduled Grapefruit League exhibition game to be played between the Club and a MLB team during the Spring Training Season of each year during the Term (exclusive of so-called "B games"), including split-squad games, as to which the Club is designated as the home team. (For this purpose, the term "B game" shall mean the one game

of two, that are played by The Phillies on the same day for which no admission is charged and which may be played either at the Stadium or at another location, such as the Carpenter Complex.

2.21 "Improvements" means the Stadium, and all other improvements to real property now or hereafter located on the Site, including, without limitation, all improvements described in the Scope of Work and the Site Plan.

2.22 "Legal Requirements" means all federal, state, county, municipal and other governmental laws (including applicable constitutions), ordinances, codes, rules, regulations, statutes and orders (including court and administrative agency orders), all covenants and restrictions of record and the requirements of all fire insurance underwriters or rating bureaus, applicable to the Sports Facility.

2.23 "Luxury Suites" means the private suites identified as such on the Scope of Work.

2.24 "Minor League Affiliate" means any minor league team which has a player development agreement with or is an Affiliate of The Phillies.

2.25 "MLB" means Major League Baseball or any successor or substitute association or other entity which engages in professional baseball competition comparable to Major League Baseball, of which The Phillies is or becomes a member.

2.26 "MLB Agreements" means the following governing documents and agreements, as they may be amended from time to time: the Major League Constitution, the Major League Rules, the Major League Agreement, the Major League Central Fund Agreement, the collective bargaining agreement between the MLB and the MLB Players Association, the directives, rules and bulletins from the National League of Professional Baseball Clubs and/or the Office of the Commissioner of MLB and the Professional Baseball Leagues Agreement and any future MLB instruments or

requirements which may govern The Phillies and/or with respect to which The Phillies is required to comply.

2.27 "Non-Defaulting Party" shall have the meaning set forth in Section 17.1.

2.28 "Office Space" means the space in the Sports Facility provided to The Phillies for office purposes, as shown in the Scope of Work.

2.29 "Offset Amount" means for each calendar year during the Term the sum of (i) all reimbursements by The Phillies' relating to field maintenance supplies, as contemplated by Section 9.1; (ii) The Phillies Utilities Share; and (iii) all Sports Facility operating and maintenance labor costs paid by The Phillies.

2.30 "Partnership Event" shall have the meaning set forth in Section 5.4.

2.31 "Person" means any individual, trust, estate, partnership, joint venture, company, corporation, association, limited liability company, governmental authority or entity or any other legal entity or business or investment enterprise.

2.32 "Phillies Event" means an Event conducted by or for The Phillies at the Sports Facility, including without limitation MLB and Minor League baseball games, but excluding Partnership Events and Civic Events.

2.33 "Phillies Exclusive Use Areas" means the Office Space and any other spaces (such as the weight training rooms) identified as such in the Scope of Work.

2.34 "Phillies Maintenance Obligations" shall have the meaning set forth in Section 9.1.

2.35 "Phillies Possessory Tax Share" shall have the meaning set forth in Section 11.1.

2.36 "Phillies Users" shall have the meaning set forth in Section 5.

2.37 "Phillies Utilities Share" shall have the meaning set forth in Section 8.2.

2.38 "Public Uses" shall have the meaning set forth in Section 5.2.

2.39 "Revenue Event" means any use of the Sports Facility for concerts, plays, pageants or other revenue producing events unrelated to MLB or minor league baseball, for which a paid admission is required to attend.

2.40 "Satisfaction Date" shall have the meaning set forth in Section 20.3.

2.41 "Scope of Work" means the schematic drawings and program narrative set forth in an Exhibit to the SFDA.

2.42 "SFDA" means the Sports Facility Development Agreement to be entered into between the City and The Phillies, pursuant to which The Phillies will construct the Sports Facility on the Site on behalf of the City.

2.43 "Site" means the land area described in the Site Plan.

2.44 "Site Plan" shall mean the Exhibit to the SFDA designated as the Site Plan.

2.45 "Sports Facility" means the Site and all Improvements now or hereafter located on it as described in the Scope of Work and the Site Plan and all personal property used in connection therewith other than personal property owned by The Phillies.

2.46 "Sports Facility Manager" shall mean City's Park & Recreation Director or his or her designee.

2.47 "Spring Training Season" shall mean the period in each calendar year in which spring training activities are customarily conducted for MLB teams, which period currently commences on or about February 15 of each year and ends on or about March 31 of each year.

2.48 "Stadium" means the baseball stadium building located in the Sports Facility where Home Games are to be played by The Phillies, including (in addition to the stadium building itself)

the public Parking Lots adjacent to the stadium building, and all landscaped areas and other improvements to real property related to the stadium building, all as more fully described in the Scope of Work and the Site Plan.

2.49 "Term" shall have the meaning set forth in Section 3.1.

3. Term.

3.1 Initial Term. The initial term of this Agreement shall commence ("Commencement Date") on the later of (i) January 1, 2003 or (ii) the date on which the entire Sports Facility is "Complete" (as defined in the SFDA) and shall end on December 31 of the year in which occurs The Phillies' twentieth full Spring Training Season at the Sports Facility . The "Term" shall mean the initial term as such term may be extended, renewed or terminated as provided for in this Agreement.

3.2 Rights of The Phillies Prior to Commencement Date. This Agreement becomes effective as of the date hereof. Prior to the Commencement Date, The Phillies shall have all rights hereunder necessary or convenient to enable The Phillies to prepare for its operations at the Sports Facility during the Term and to the exercise of the approvals and consents granted to it hereunder and under the SFDA, including, without limitation, the right to enter onto the Sports Facility. The Phillies' rights, obligations, and duties pursuant to Section 13 shall be applicable to any such activities of The Phillies at the Sports Facility prior to the Commencement Date.

3.3 Options to Renew. The Phillies shall have, and the City hereby grants to The Phillies, the option of renewing this Agreement and of extending the initial term for an additional five-year period, on the same terms as are set forth in this Agreement. That option shall be exercisable by The Phillies by written notice to the City not less than one year prior to the then scheduled expiration of the Term; provided that the option may not be exercised at a time when The Phillies are in Default

hereunder. If The Phillies duly exercise that option and if the parties hereto shall thereafter so agree, this Agreement may be extended for three additional five-year periods, on such terms as may be contained in such future agreements to extend.

3.4 Jack Russell Stadium Lease. The lease between the City and The Phillies relating to Jack Russell Stadium, as heretofore and hereafter amended, shall, without further act or deed, end on the Commencement Date, as if the Commencement Date had been expressly fixed in that lease as the last day of the term thereof.

4. Certain Covenants of the Parties.

4.1 Ownership of Sports Facility. The City covenants and agrees that, at all times during the Term, the Sports Facility will be owned by the City, with complete and sufficient right to make use of the Sports Facility available to The Phillies on the terms and with the rights herein provided, subject only to restrictions of record as of the date hereof as reflected in the title report delivered by the City pursuant to the SFDA. This Agreement does not create or grant any real property interest or similar right, title or interest in the Sports Facility to The Phillies or any of its Affiliates.

4.2 Delivery of the Sports Facility. Subject to the timely completion of all actions required of The Phillies under the SFDA, the City covenants and agrees to make the Sports Facility available for The Phillies' use on the Commencement Date, in a new, clean and completed condition, and that the Sports Facility, in its condition as existing on the Commencement Date, shall be in full compliance with all applicable Legal Requirements then in effect, all in accordance with the SFDA.

4.3 Home Field Commitment. Subject to Force Majeure and the requirements of any MLB Agreements and so long as City is not in Default, The Phillies covenants and agrees that it shall, during the Term, utilize the Stadium as its "home field" for all Home Games; provided,

however, nothing contained herein shall limit The Phillies' right to be occasionally designated and act as home team for games at venues other than the "home field" of either participating team (recent examples of which have been games played in Las Vegas and Seattle).

4.4 Florida State League Commitment. Subject to Force Majeure and the requirements of any MLB Agreements and so long as the City is not in Default, The Phillies covenants and agrees that it will during the Term cause a Minor League Affiliate in the Florida State League to play its regularly scheduled home games at the Sports Facility during the first three full Florida State League seasons following the commencement of the Term.

4.5 Environmental Laws Indemnity. The City covenants and agrees to indemnify, defend and hold harmless The Phillies from any liabilities arising under the Environmental Laws from the use of the Sports Facility by Phillies Users as contemplated by this Agreement, except to the extent such liabilities may be caused by the wrongful or negligent act of a Phillies User.

5. Use of Sports Facility. The exclusive right to use the Sports Facility shall throughout the Term be vested solely in The Phillies and its Affiliates and its and their partners, officers, employees, licensees, franchisees, independent contractors and permittees ("Phillies Users"), subject only to the limitations and exceptions hereinafter in this Section specifically set forth.

5.1 Phillies Use. The Phillies Users may use the Sports Facility only for the following purposes:

5.1.1 For all MLB Spring Training Season operations, including without limitation playing Home Games, so-called "B games" and intra-squad games and training and player development activities.

5.1.2 For all Minor League spring training season operations, including without limitation playing home games and intra-squad games and training and player development activities.

5.1.3 For all Minor League regular season operations, including without limitation playing Florida State League and Gulf Coast League home games and intra-squad games and training and player development activities, and any Minor League playoff and championship games and Minor League all-star games.

5.1.4 For all Florida Instructional League operations, including without limitation home games and intra-squad games and training and player development activities.

5.1.5 For all MLB and Minor League "mini-camp" operations, including without limitation intra-squad games and training and player development activities.

5.1.6 For all baseball fantasy camp, youth camp, youth instructional and like activities.

5.1.7 To use the Office Space for any office uses, in the pursuit of any aspect of the business and operations of the Phillies Users whatsoever.

5.1.8 To use the Commercial Space as a restaurant/sports bar, souvenir/sporting goods store and/or other synergistic uses open to the general public.

5.1.9 For Phillies Events.

5.1.10 For Civic Events sponsored by The Phillies, alone or with the City.

5.1.11 For any other lawful purpose directly or indirectly related to any of the foregoing uses.

5.2 Public Uses. Subject to Section 5.3, City shall have the right to authorize use of the Sports Facility for these, and only these purposes (the "Public Uses"):

5.2.1 For baseball and softball games played without an admission charge by St. Petersburg Junior College, Clearwater's two public high schools and youth baseball and like organizations; provided, however, that the user shall reimburse The Phillies for the cost of The Phillies Maintenance Obligations allocated to such games played other than by St. Petersburg Junior College and Clearwater High School.

5.2.2 For any other Civic Events proposed by the City and approved by The Phillies, such approval not to be unreasonably withheld.

5.2.3 For Partnership Events, at the rate of up to twelve per calendar year during the Term.

5.2.4 For Disaster Staging Uses.

5.3 Limitations on Public Uses. The Public Uses shall be subject to the following limitations:

5.3.1 Public Uses shall be limited to those areas of the Sports Facility that are necessary and appropriate therefor in each instance and in no event shall use be made of the Phillies Exclusive Use Areas (of which The Phillies are hereby granted the exclusive right to use). Whether the Commercial Space and/or the Concession Facilities shall be operated during Events which constitute Public Uses (any such operations to be effected solely by The Phillies and/or any concessionaire of The Phillies) shall be determined by The Phillies at its discretion; provided, however, that when requested by the City in respect of any Events which constitute the Public Uses where attendance is reasonably projected to exceed 200, Concession Facilities shall be opened by

The Phillies, to the extent that The Phillies deem appropriate, based on a reasonable estimate of attendance.

5.3.2 The City shall make mutually satisfactory arrangements in advance with The Phillies, for The Phillies to provide (but at the expense of the City) appropriate staffing and operations during each Event which constitutes a Public Use, such as ticket takers, ushers, parking attendants, food and beverage preparers and servers, security and paramedical personnel.

5.3.3 Each Public Use may be scheduled only at a time that is reasonably acceptable to The Phillies, it being understood that each of the uses specified in Sections 5.1.1 through 5.1.6 inclusive shall have absolute scheduling priority over every Public Use, except Disaster Staging Uses.

5.3.4 Each Public Use (other than those provided for in Section 5.2.1 and 5.2.4) shall be subject to The Phillies' prior approval, which may be withheld by The Phillies only if in its reasonable judgment conducting the Public Use at the Sports Facility would risk damage to the playing fields or cause unreasonable wear and tear to structures or, in the reasonable judgment of The Phillies, be inconsistent with the image of MLB and The Phillies.

5.4 Partnership Events. The City shall be responsible at its expense to book, manage and conduct significant Revenue Events at the Sports Facility, at a rate of at least six but not more than twelve per calendar year throughout the Term (each, a "Partnership Event"). For purposes hereof, a "significant Revenue Event" shall mean an Event, the reasonably anticipated net revenues from which are expected to be not less than \$15,000 (in 2003 dollars, subsequently adjusted by the CPI). The Phillies shall be responsible for ticket taking, food and beverage, merchandise and broadcasting

operations only, at prices set by The Phillies subject to the City's approval, not to be unreasonably withheld.

5.5 Disaster Staging Uses. The City may, in each instance of actual or imminently threatened natural disaster, use the Sports Facility as a staging area for disaster preparations, response or other related uses ("Disaster Staging Uses"), provided that (i) there will not be any cost to The Phillies and (ii) the City will immediately restore any resulting damage to the playing field or any other element of the Sports Facility caused as a result of the Disaster Staging Use. (Any loss caused by the natural disaster, as opposed to the City's Disaster Staging Use, is governed by Section 14 hereof.) The City shall not be responsible to The Phillies for any loss of revenue or consequential damages resulting from Disaster Staging Uses, except any attributable to its failure to duly effect any such restoration and restore full use of the Sports Facility to The Phillies immediately following the end of the disaster.

6. Use Fee. From and after the Commencement Date, The Phillies shall pay, in arrears, a use fee to the City at the rate of \$70,000 per calendar year during the Term, subject to adjustment pursuant to Section 6.1 (as so adjusted, the "Use Fee") and to offset pursuant to Section 6.2. The Use Fee for each calendar year during the Term shall be payable by March 31st of the following year.

6.1 Adjustment. The Use Fee for the second and each subsequent full calendar year during the Term shall be subject to an adjustment (a "CPI Adjustment"), for any change in the CPI Index between that for December of the year prior to the first such full calendar year and that for December of the year prior to the calendar year with respect to which the calculation is being made.

6.2 Offset. The Phillies may offset against and deduct from the Use Fee payable in respect of any whole or partial calendar year during the Term, the Offset Amount attributable to that period.

7. Revenues. Except as otherwise specifically provided in this Section 7, The Phillies alone shall be entitled to retain all revenues generated on and from the Sports Facility during the Term from all sources whatsoever, including by way of illustration but not limitation, all ticket, premium seating, luxury suite, food and beverage, signage, merchandise, broadcasting, sponsorship and parking revenues and all revenues from the operation of the Commercial Space and fantasy camps.

7.1 Revenues from Partnership Events and Civic Events. All ticket, food and beverage, merchandise, parking and broadcasting revenues generated on and from the Sports Facility (excluding only revenues derived from the Luxury Suites and the Commercial Space) attributable to each Partnership Event and each Civic Event, net of the direct incremental cost to The Phillies of operating and maintaining the Sports Facility (excluding the Luxury Suites and the Commercial Space) attributable solely to such use (which shall not include administrative or overhead costs or the like or any utility charges or other costs that would have been incurred irrespective of such use) will be: (i) in the case of Partnership Events, shared equally by The Phillies and the City; and (ii) in the case of Civic Events, will be retained by The Phillies (except for any net ticket revenues, which shall be distributed by The Phillies to the appropriate charitable, community or civic organization), in each case within thirty days following the Event. The Phillies shall institute a method of accounting for the collection and calculation of the net revenues collected in respect of Partnership Events and Civic Events and shall furnish to the City appropriate accounting statements in respect of such Events, which shall be prepared in accordance with generally accepted accounting

principles. The City may, upon reasonable notice and during normal business hours, examine, inspect and copy the books and records of The Phillies pertaining to such net revenues and, at its own expense, cause an audit to be performed of such pertinent books and records.

7.2 Naming Rights. The City hereby grants to The Phillies the power and authority from time to time during the Term to assign or license to a third party the right to name (i) all (e.g. "ABC Sports Facility" or "DEF Stadium") or (ii) portions (e.g. "GHI Bullpen" or "JKL Pavilion") of the Sports Facility and to retain all net proceeds therefrom. The term "net proceeds" for this purpose means the gross proceeds from the assigning or licensing of such naming rights less any direct costs associated with conducting the naming process and, in cases where any additional benefits (e.g. suite usage, tickets, stadium signage, advertising etc) may be included as part of the naming rights package and not separately priced, then the fair market value of such additional benefits shall also be deducted. The City shall have the right to disapprove any such name only, if in the City's reasonable judgment, such name is inconsistent with a wholesome public image for the Sports Facility. The net proceeds from any naming of the whole Stadium or the Sports Facility referred to in clause (i) (but not from any naming of portions thereof, as referred to in clause (ii)) shall be shared as follows: two-thirds to The Phillies and one-third to the City.

7.3 Signage During Partnership and Civic Events. Temporary signs identifying and promoting participants in or sponsors of Partnership Events or Civic Events may be displayed during the Event, provided, however, that: (i) no such signage shall relate to a product, service or Person which competes with the Person (or that one Person from time to time designated by The Phillies, at any time or times when there may be more than one such Person) for which all or any part of the Sports Facility is named or with that Person's products or services or with any products or services

designated by The Phillies as falling within either of up to two exclusive product categories (e.g. soft drinks, beer, banking etc) for the Sports Facility; (ii) no such display may obscure fixed signage then located in the Sports Facility; and (iii) the City shall be responsible at its expense for the removal thereof immediately upon conclusion of the Event.

8. Operation of the Sports Facility. Subject to Section 5.5, The Phillies shall have the sole right and obligation to operate the Sports Facility during the Term (which it shall do in a first-class manner and in compliance with all applicable Legal Requirements), including without limitation, the right and obligation to perform any ticket taking, food and beverage, merchandising, parking and broadcasting operations.

8.1 Operating Staff. The Phillies shall employ or retain all Persons necessary to discharge its operating responsibilities and shall bear the expense of their compensation.

8.2 Utilities. All electric, gas, water, sanitary sewer, storm sewer and trash disposal service provided to and used at the Sports Facility during the Term will be contracted for and either paid by the City or shall be provided by the City. The Phillies will reimburse the City for twenty-five percent of the total cost thereof as incurred by the City and at the rate charged to similar users, in the case of utilities supplied by the City, payable within thirty days of each monthly bill therefor from the City, accompanied by evidence of payment and/or of such rates so charged (such twenty-five percent reimbursements are herein referred to as the "Phillies Utilities Share")

8.3 Parking. In addition to operating all parking areas at the Sports Facility, The Phillies shall have the right to make arrangements for offsite parking for Events at the Sports Facility, including without limitation at the Carpenter Sports Facility, St. Petersburg Junior College and under the Florida Power Corporation right of way. For each Home Game, The Phillies will engage such

civic organization that the City shall propose (subject to The Phillies' approval, not to be unreasonably withheld) to staff the public parking areas at the Sports Facility and at any utilized offsite parking areas. The Phillies will pay to that organization for such services an honorarium of \$1,250 per Game, which figure shall be subject to a CPI Adjustment.

8.4 City Services. City will provide all appropriate City services at appropriate levels of coverage for all Events, including without limitation, police surrounding the Sports Facility for security and traffic control purposes and to prevent scalping and unauthorized sale of merchandise at the Sports Facility and paramedical services. (For this purpose, "scalping" shall mean the selling of tickets for more than \$1 above face amount, and the "unauthorized sale of merchandise" shall mean the sale of goods by a Person who has not been authorized by The Phillies to make such sales and the sale of unlicensed goods, whenever a license is required for such sale to be given by The Phillies, MLB or other holders of the marks embodied on such goods.) The Phillies will provide necessary security and paramedical services within the Sports Facility.

9. Maintenance and Repair of Sports Facility. The following provisions govern the maintenance and repair of the Sports Facility.

9.1 Phillies Cleaning and Maintenance Obligations. The Phillies shall have the obligation to keep the Sports Facility clean and to provide light housekeeping (e.g. changing bulbs, towels, etc) for the interior areas of the Sports Facility. The Phillies shall be responsible for the ordinary and customary day-to-day maintenance of the following (and only the following) portions of the Sports Facility: (i) the playing fields, (ii) the Phillies Exclusive Use Areas, (iii) the Luxury Suites, and (iv) the Commercial Space (together, the "Phillies Maintenance Obligations"). The City shall acquire for and supply to The Phillies all field care (e.g. clay, sod, sand, fertilizer and chemicals) and other

supplies necessary for The Phillies to discharge the Phillies Maintenance Obligations relating to the playing fields, and The Phillies shall reimburse the City for its actual out-of-pocket costs therefor. Notwithstanding anything herein to the contrary, any City employee providing City Services to the Sports Facility shall be operating under the direction and control of the City, and shall be subject to any applicable City rule, regulation or policy, provided however, that The Phillies may directly engage City employees during the off-duty time, in which case such City employees shall be deemed to operate under The Phillies control.

9.2 City Maintenance, Repair etc. Obligations. Except for The Phillies Maintenance Obligations, the City shall have the obligation to provide all maintenance, repairs, restorations, refurbishments and replacements, whether interior or exterior, structural or non-structural, routine or extraordinary, ordinary or capital in nature, as shall be necessary to keep the Sports Facility clean, safe and in good order, condition and repair, and in compliance with all applicable Legal Requirements and in first class condition and up to first class MLB spring training stadium standards at the time of reference, provided however, that (subject to Sections 14 and 15 hereof) this obligation shall not operate to require the City to construct a new Sports Facility, or to substantially reconstruct the Sports Facility during the Term hereof. The Consulting Engineer shall annually determine which capital repairs, restorations, refurbishments and replacements are needed to be done currently and which capital repairs, restorations, refurbishments and replacements shall be scheduled to be done in the future, and when. The costs of the Consulting Engineer shall be borne equally by The Phillies and the City. The determinations of the Consulting Engineer shall be conclusive on both the City and The Phillies.

9.3 Upgrading of the Sports Facility. The City shall from time to time, as needed, upgrade, modernize and otherwise improve the Sports Facility so that during the Term of this Agreement, the Sports Facility shall not only meet all applicable MLB standards but shall, in addition, include that level of amenities and technological facilities as is comparable at the time of reference to those of first class MLB spring training facilities of comparable age (such as Roger Dean Stadium in Jupiter, FL, City of Palms Park in Ft. Myers, FL and Hohokam Stadium in Mesa, AZ). Without limiting the generality of the foregoing, at such time as any technological improvements (e.g., video rooms) have been incorporated in at least two of those three comparable MLB spring training facilities, then the City shall install such technological improvements in the Sports Facility. However, this provision shall not require the City to expend monies within the last five years of the Term, unless The Phillies agree to (i) exercise the option to renew provided for in Section 3.3 hereof (in which event, if necessary, the one-year notice period for exercising such option shall be waived), or (ii) if the option to renew has already been exercised, The Phillies and the City agree to extend the Term by at least five years.

9.4 Sports Facility Manager. The Sports Facility Manager shall be responsible for the day-to-day oversight of the maintenance, repair and condition of the Sports Facility, and shall be the representative of the City with whom The Phillies may communicate. The Sports Facility Manager shall have authority to bind the City to the fullest extent permitted by law, provided, however, that the Sports Facility Manager shall not have the legal authority to bind the City to financial obligations without the prior approval of City's governing body.

9.5 Personnel. The City shall provide such level of qualified and properly trained personnel to perform its obligations under Section 9.2.

9.6 Capital Expenditures. The Consulting Engineer shall, by November 1 of each calendar year during the Term, submit to the parties his recommendation as to what capital repairs, refurbishments, restorations, replacements and upgrades are to be done currently and schedule those to be done in the future, which are necessary, in the judgment of the Consulting Engineer, in order for the City to fulfill its obligations under this Section 9. On December 1 of each calendar year during the Term the City shall furnish to The Phillies a capital expenditure schedule prepared by the City, with due regard to such recommendations, setting forth in detail the projected capital repairs and improvements expenditures scheduled for the following calendar year and shall appropriately budget any amounts necessary to do so. The Phillies shall be afforded the right to have input in the preparation of such schedule and it shall be subject to The Phillies' approval, which shall not be unreasonably withheld.

9.7 Action by The Phillies. Without limiting The Phillies' rights under Section 17, if The Phillies in good faith determines that any portion of the Sports Facility (excluding only the playing fields) is not being maintained and/or repaired by the City in accordance with the standards and requirements set forth in Sections 9.2, 9.3 and 9.6, The Phillies shall have the right, but not the obligation, to advance funds for or otherwise provide appropriate maintenance and/or repair, subject to the following provisions:

9.7.1 Notice Practicable. If practicable, The Phillies shall give written notice to the City specifying the nature of the required work, and the date by which The Phillies reasonably considers it necessary to commence such work following its receipt of such a notice:

(i) The City may commence such work prior to the date and time so specified by The Phillies and prosecute the same diligently to completion; if the City does so, The Phillies shall not undertake such work itself.

(ii) If the City disputes whether the requested work required to fulfill the City's obligations under this Agreement, the City shall so inform The Phillies in writing prior to the date and time specified by The Phillies in its notice. If the City gives timely notice, the dispute shall be submitted to Expedited ADR prior to the date and time specified by The Phillies in its notice.

(iii) If (a) the City does not commence such work prior to the date and time specified by The Phillies and prosecute the same diligently to completion, or (b) the City fails to give timely notice of a dispute, or (c) it is not practicable to submit the matter to Expedited ADR prior to the date and time specified by The Phillies in its notice, then in any such event, The Phillies may commence the work necessary to remedy the matter on an emergency basis and prosecute the same diligently to completion.

9.7.2 Emergency. If The Phillies in good faith determines that the work must be performed on an emergency basis (that is, it must be performed in order to prevent an imminent danger to health or safety or it is otherwise not practicable to give notice provided in this Section 9.7), then The Phillies may commence work to remedy the matter on an emergency basis and prosecute the same diligently to completion.

9.7.3 Payment to The Phillies. The City shall promptly reimburse The Phillies on demand for any amounts expended pursuant to this Section 9.7 (including interest at the Default Rate from the date that is 30 days after the date of demand until paid if such amount is not paid by the 45th

day following the date of demand). If the City disputes that the work was required to fulfill the City's obligations hereunder, Expedited ADR shall be convened to resolve the dispute.

(i) If and to the extent it is determined by Expedited ADR that work was not required to fulfill the City's obligations hereunder, then The Phillies shall not be entitled to any reimbursement for any sums expended by The Phillies.

(ii) If and to the extent it is determined by Expedited ADR that the work was required to fulfill the City's obligations hereunder, then the City shall immediately reimburse The Phillies for all sums expended by The Phillies on the work, plus interest at the Default Rate.

9.8 Surrender. At the termination of this Agreement, by lapse of time or otherwise, The Phillies shall surrender possession of the Sports Facility to the City and deliver all keys or such other access equipment or devices. In addition, The Phillies shall remove The Phillies' furniture, trade fixtures and other items of movable personal property of every kind and description from the Sports Facility and restore any damage caused thereby, such removal and restoration to be performed prior to the end of the Term or within sixty days following any earlier termination of this Agreement. If The Phillies fail to remove any such items, the City may do so, and The Phillies shall pay to the City upon demand the cost of removal and of restoring the Sports Facility. All obligations of The Phillies under this Section shall survive the expiration of the Term or sooner termination of this Agreement.

10. Alterations and Additions by The Phillies.

10.1 Minor Improvements. The Phillies shall have the right (following reasonable notice thereof to the City for its information only), but not the obligation, to make minor improvements to the Phillies Exclusive Use Areas without City's approval, consisting of any work, installation,

construction or the like which does not require a permit from any federal, state or local governmental agency (e.g., installation of additional shelving in the Office).

10.2 All Other Improvements. Except for the "minor improvements" described in Section 10.1, The Phillies shall not construct any improvements on or otherwise alter, change or improve any part of the Sports Facility, without the prior written consent of the Sports Facility Manager, upon such terms and conditions as he may reasonably deem necessary. Requests by The Phillies to construct any such improvements on or otherwise to alter, change or improve any part of the Sports Facility shall be presented to the Sports Facility Manager in written form and he shall act thereon within a reasonably prompt time. If the Sports Facility Manager gives his consent to The Phillies' undertaking such work (which consent shall not be unreasonably withheld), the consent shall be deemed conditioned upon The Phillies' acquiring any necessary permit to do so from applicable governmental agencies, furnishing a copy thereof to the Sports Facility Manager prior to the commencement of the work and complying with all conditions of said permit in a prompt and expeditious manner.

10.3 Ownership of Such Improvements. All improvements, alterations or other changes made by The Phillies to any part of the Sports Facility pursuant to this Agreement, other than that which is so affixed to the Sports Facility that it cannot be removed without material damage to it, shall remain the personal property or equipment of The Phillies and may be removed by The Phillies upon expiration or termination of this Agreement provided that The Phillies restore and repair any damage caused by the removal.

10.4 No Limitation. Nothing in this Section 10 shall in any way limit or reduce the obligation of the City to maintain the Sports Facility as provided in Section 9 and elsewhere in this Agreement.

11. Taxes.

11.1 Possessory Taxes. It is the intent of the parties that the Sports Facility (land and Improvements) shall be exempt from any and all real property ad valorem taxes and from payments in lieu of such taxes throughout the Term. However, should all or any part or parts of the Sports Facility become subject to any such taxes, then the parties shall each cooperate and use their respective best efforts (i) to cause Pinellas County to return its share of any such taxes and (ii) to secure legislation exempting the Sports Facility from such taxes. In the interim, The Phillies and the City shall each pay one-half of any such taxes, net of any City ad valorem real property taxes, which shall be paid by City. Any such payments by The Phillies are herein referred to as the "Phillies Possessory Tax Share."

11.2 Tax Protection. The City shall throughout the Term hold The Phillies harmless from all other local (as opposed to Federal, State or County) taxes (except for income, sales and like taxes of general application), including without limitation amusement/ticket taxes, any increase in the sales tax rate applicable to tickets, use and occupancy taxes and surcharges on the Stadium or Sports Facility-derived revenues.

12. Insurance.

12.1 Liability Insurance.

12.1.1 Phillies Non-Property Coverage. The Phillies shall maintain at its expense during the Term of this Agreement the following insurance:

(i) Commercial general liability (including athletic participants coverage) against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the use of the Sports Facility and all areas appurtenant to it. Such insurance shall be on an occurrence basis, providing coverage in an amount not less than \$5,000,000 per occurrence, and not less than \$5,000,000 general aggregate (per location), and not less than \$5,000,000 coverage for products and completed operations liability, and not less than \$5,000,000 coverage for personal and advertising injury, with deductibles of up to \$100,000 per person and \$200,000 per occurrence..

(ii) Statutory workers' compensation and employers' liability coverage in an amount no less than \$500,000 bodily injury each accident, \$500,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

(iii) Automobile liability for bodily injury and property damage arising from the use of The Phillies' owned, non-owned and hired vehicles, in an amount not less than \$5,000,000 per accident.

(iv) Garagekeepers legal liability coverage in the amount of \$1,000,000.

12.1.2 City's Non-Property Coverage. The City shall maintain at its expense during the Term of this Agreement the following non-property insurance:

(i) Auto Liability and General Liability: Self-Insured Level: \$100,000 per Person/\$200,000 per Occurrence self-insured retention with the statutory limits per Section 768.28

Florida Statutes. Excess Insurance: \$5,000,000 per occurrence excess insurance (no aggregate applicable) with self-insured retention of \$500,000.

(ii) Workers' Compensation: Statutory workers compensation coverage per occurrence with self-insured retention of \$500,000.

12.2 Property Coverage. The City shall maintain at its expense during the Term of this Agreement the following property related insurance:

12.2.1 Property insurance for 100% of full replacement value of the Sports Facility (including all improvements and personal property), with deductibles not exceeding \$50,000 per occurrence against loss by so-called "all risk" perils, including but not limited to fire, extended coverage, storm (including without limitation wind, flood and hurricane coverage), boiler and machinery, vandalism, malicious mischief, flood and earthquake. Such insurance is to contain a replacement cost endorsement, and endorsements eliminating any and all coinsurance provisions.

12.2.2 For any work of construction conducted on the Site by or at the direction of the City, builder's risk insurance with the same limits and coverages as set forth in Subsection 12.2.1, provided that at the City's election, such insurance may be maintained by the contractor(s) performing the construction work at the Sports Facility.

12.2.3 City Property Self-Insurance or Self-Funding. Any provision of this Agreement to the contrary notwithstanding, while the City shall maintain insurance coverage and limits as provided for in this Agreement, parties hereto specifically agree that the City may do so by self-insurance and/or by purchase at the sole option of the City. To the extent required by the terms of this Agreement, insurance coverage and limits shall be evidenced by delivery to The Phillies of letters of self-insurance or self-funding executed by the City's Risk Manager, or by certificates of

insurance executed by either the agent for the insurers or the insurers or by copies of policy declaration pages. Such letters, certificates, and policy declaration pages shall list coverage (including the amount of insurance per claim and per occurrence, any gap in coverage, and the amount of the excess insurance) and policy limits with expiration dates and major policy terms and endorsements.

12.3 General. All insurance policies obtained pursuant to this Section 12 shall: (i) be with companies legally authorized to do business in the State of Florida and which possess a minimum rating of A- or better and a minimum class VIII financial size category (as listed at the time of issuance by A.M. Best Insurance Reports), which are reasonably acceptable to the other parties; and (ii) shall name as an additional insured each other party and such Affiliates of that party as it shall reasonably request. Upon commencement of the Term, each party shall furnish or cause to be furnished to the other party a certificate of insurance evidencing all such insurance policies. Renewal certificates shall be delivered by each party to the others at least ten days prior to the expiration of any policy of insurance. No such policy shall be cancelable or subject to reduction of coverage except after thirty days' prior written notice to all parties hereto.

12.4 Remedies. If any party fails to obtain, keep in force or provide evidence of any of the insurance policies or self-insurance coverage required by this Section 12, the other party may give written notice to the defaulting party, and the defaulting party shall have until the earlier of (i) five days after its receipt of such notice, or (ii) regardless of whether notice shall have been given, one day before the date the required insurance will lapse, to cure the default. If the default is not cured within such period, then the other parties shall have the remedies set forth in Section 17.

12.5 Waiver of Subrogation. Each party hereby releases and relieves the other party, and

waives its entire right of recovery against the other party, for direct or consequential loss or damage arising out of an incident to the perils covered by any insurance carried by the other party or which would have been carried had such other parties fulfilled their obligations hereunder to carry insurance, whether or not due to the negligence of the released party or its agents, employees, contractors or invitees. If necessary, all property insurance policies required by this Agreement shall be endorsed to so provide.

13. Indemnification. The indemnifications provided for in this Section 13 shall relate only to the extent that the liability in question has not produced insurance proceeds to the indemnitee.

13.1 By The Phillies. Subject to Section 12.5, The Phillies agrees to and will at all times defend, indemnify, save and hold the City and their Affiliates, and their respective elected officials, officers, agents, employees, successors and assigns harmless, on a current basis, for, from and against any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including reasonable attorney's fees, costs of investigation and discovery, and all court costs, arising out of:

13.1.1 Injury to or death of persons (including personnel or employees of the City or The Phillies), and damage to any and all property, including loss of use thereof, resulting from or in any manner arising out of any willful and wanton or grossly negligent act or omission of The Phillies or any Affiliate of The Phillies or any of their respective agents, officers or employees, in connection with the operation or use of the Sports Facility.

13.1.2 Any breach or default in the performance of any obligation on The Phillies' part to be performed under the terms of this Agreement.

The foregoing indemnification obligations of The Phillies shall not extend to liabilities caused, in whole or in part, by any willful, wanton, or grossly negligent act or omission of the City or any of its agents, officers or employees to the extent such act or omission caused the liability and shall survive the termination of this Agreement for all acts committed or omissions made prior to the effective date of the termination of this Agreement.

13.2 By the City. Subject to Section 12.5, the City, to the extent permitted by applicable law, including, but not limited to Section 768.28, Florida Statutes, agrees to and will at all times defend, indemnify save and hold The Phillies and its Affiliates and their respective employees, agents, officers, directors, shareholders, partners, successors and assigns, harmless, on a current basis, for, from and against any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including reasonable attorneys' fees, costs of investigation and discovery, and all court costs, arising out of:

13.2.1 Injury to or death of persons (including personnel or employees of the City or The Phillies), and damage to any and all property, including loss of use thereof, resulting from or in any manner arising out of or in connection with any willful, wanton or grossly negligent act or omission of the City or any Affiliate of City or any of their respective agents, officers or employees, in connection with the operation or use of the Sports Facility to the extent such act or omission caused the injury.

13.2.2 Any breach or default in the performance of any obligation on the City's part to be performed under the terms of this Agreement.

The foregoing indemnification obligations of the City shall not extend to liabilities caused by any willful, wanton, or negligent act or omission of The Phillies or any Affiliate of The Phillies

or any of their respective agents, officers or employees to the extent such act or omission caused the liability and shall survive the termination of this Agreement for all acts committed or omissions made prior to the effective date of the termination of this Agreement.

13.3 Procedure for Indemnification -- Third Party Claims.

13.3.1 Promptly after receipt by an indemnified party under Sections 12.1 or 12.2 of notice of a claim against it ("Claim"), such indemnified party shall, if a claim is to be made against an indemnifying party thereunder, give notice to the indemnifying party of such Claim, but the failure to notify the indemnifying party will not relieve the indemnifying party of any liability that it may have to any indemnified party, except to the extent that the indemnifying party demonstrates that the defense of such action is prejudiced by the indemnified party's failure to give such notice.

13.3.2 If any Claim is made against an indemnified party and it gives notice to the indemnifying party of such Claim, the indemnifying party will be entitled to participate in the defense of such Claim and, to the extent that it wishes (unless (i) the indemnifying party is also a party to such Claim and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying party fails to provide reasonable assurance to the indemnified party of its financial capacity to defend such Claim and provide indemnification with respect to such Claim), to assume the defense of such Claim with counsel satisfactory to the indemnified party and its insurers and, after notice from the indemnifying party to the indemnified party of its election to assume the defense of such Claim, the indemnifying party will not, as long as it diligently conducts such defense, be liable to the indemnified party under such Section for any fees of other counsel or any other expenses with respect to the defense of such Claim in each case subsequently incurred by the indemnified party in connection with the defense of such Claim, other

than reasonable costs of investigation. If the indemnifying party assumes the defense of a Claim (i) no compromise or settlement of such claims may be effected by the indemnifying party without the indemnified party's consent unless (a) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other Claims that may be made against the indemnified party, and (b) the sole relief provided is monetary damages that are paid in full by the indemnifying party and (b) the indemnifying party will have no liability with respect to any compromise or settlement of such claims effected without its consent. If notice is given to an indemnifying party of a Claim and the indemnifying party does not, within thirty days after the indemnified party's notice is given (or such lesser period of time as may be necessary to avoid a Default on such Claim), give notice to the indemnified party of its election to assume the defense of such Claim, the indemnifying party will be bound by any determination with respect to said Claim or any compromise or settlement effected by the indemnified party.

13.3.3 Notwithstanding the foregoing, if an indemnified party determines in good faith that there is a reasonable probability that a Claim may adversely affect it or its Affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the indemnified party may, by notice to the indemnifying party, assume the exclusive right to defend, compromise, or settle such Claim, but the indemnifying party will not be bound by any determination of a Claim so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld).

13.4 Procedure for Indemnification -- Other Claims. A claim for indemnification for any matter not involving a third-party claim may be asserted by notice to the party from whom indemnification is sought.

14. Damage or Destruction.

14.1 Decision to Rebuild. In the event that the Sports Facility or any part thereof is damaged or destroyed by fire, flood or other similar or dissimilar cause whatsoever, the City shall promptly commence and thereafter diligently proceed to repair and rebuild the Sports Facility to its condition immediately prior to such damage or destruction, provided, however, if such damage or destruction involves the entire Sports Facility or any substantial part thereof and occurs less than five years prior to the end of the Term, the City may elect to terminate this Agreement unless The Phillies agree to (i) exercise the option to renew provided for in Section 3.3 hereof (in which event, if necessary, the one-year notice period for exercising such option shall be waived), or (ii) if the option to renew has already been exercised, The Phillies and the City agree to extend the Term by at least five years. In the event that such damage or destruction is of such an extent as would substantially and adversely affect The Phillies' activities at the Sports Facility, the City shall use its best efforts to provide to The Phillies the use of alternate first class MLB spring training facilities, in reasonable proximity to the Sports Facility, on a basis that preserves to The Phillies the net benefit of the economic terms of this Agreement and that affords business interruption protection to The Phillies against lost revenues. If the City meets the requirements of the next preceding sentence and has been and remains in substantial compliance with its obligations under the first sentence of this Section 14.1, then The Phillies shall use those alternate facilities during the period of interruption and, for each full Spring Training Season during the initial 20-year portion of the Term hereof that such use continues, that initial term shall be extended by one year.

14.2 Failure To Repair. If the City is obligated to repair or rebuild the Sports Facility under the provisions of this Section 14 and does not commence such repair or rebuilding within

ninety days after the occurrence of the damage or destruction, or if the City commences such repair or rebuilding but do not prosecute the same diligently to completion, then the City shall be deemed to be in Default under this Agreement and The Phillies shall have the rights and remedies set forth in Section 17.

14.3 Phillies Option to Rebuild or Repair. In the event the City fails to commence such repairs or rebuilding within 90 days of the occurrence of the casualty, The Phillies shall have the right, but not the obligation, to undertake such repairs or rebuilding. In the event The Phillies so undertake such repairs or rebuilding, The Phillies shall be entitled to reimbursement of the actual costs thereof by the City as incurred, within 45 days of all invoices therefor, with interest thereafter at the Default Rate.

15. Condemnation.

15.1 Total Taking. In the event the entire Sports Facility is appropriated or taken under the power of eminent domain, or sold under threat thereof (all of which will be referred to as a "condemnation"), by any public or quasi-public authority, The Phillies shall have the option to terminate this Agreement as of the date the condemning authority takes title or possession, whichever first occurs. The Phillies shall have no claim to the award in condemnation for the City's interest in the Site and Sports Facility; provided, however, that The Phillies shall have a claim to the portion of the award in condemnation that represents compensation for the taking of the interest of The Phillies under this Agreement, including without limitation its right to retain net revenues from the operation thereof.

15.2 Partial Taking. In the event that only a portion of the Sports Facility is condemned, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes

title or possession, whichever first occurs; provided, however, that if so much of the Sports Facility is taken by such condemnation as would substantially and adversely affect The Phillies' operations at the Sports Facility, The Phillies shall have the option, to be exercised in writing within one hundred eighty days after the City shall have given The Phillies written notice of the condemnation (or in the absence of such notice, within one hundred eighty days after the condemning authority shall have taken possession), to terminate this Agreement as of the date the condemning authority takes such possession. If The Phillies does not give timely notice to terminate, this Agreement shall remain in full force and effect as to the remainder of the Sports Facility that is suitable for the use then being made of the Sports Facility by The Phillies; if and so long as The Phillies deem it advisable, The Phillies may utilize alternative facilities; and the City shall, to the extent of condemnation proceeds received by it, acquire or add adjacent property and construct additional Improvements with reasonable diligence, in order to restore the Sports Facility as nearly as possible to the condition immediately before the condemnation. Whether this Agreement terminates or continues in full force or effect, The Phillies shall have no claim to the award in condemnation for the City's interest in the Sports Facility; provided, however, that The Phillies shall have a claim to the portion of the award in condemnation that represents compensation for the taking of the interest of The Phillies under this Agreement, including without limitation its right to retain net revenues from the operation thereof.

15.3 Failure To Repair. If the City is obligated to make the Sports Facility suitable for use by The Phillies following a condemnation under the provisions of this Section 15 and does not commence to acquire or add adjacent property or construct additional Improvements necessary to do so within ninety days after the date of the condemnation, or if the City commences such

acquisition or construction but does not prosecute the same diligently to completion, the City shall be deemed in Default under this Agreement and The Phillies shall have the rights and remedies set forth in Section 17.

15.4 Phillies Option to Rebuild or Repair. In the event the City fails to commence such repairs or rebuilding within 90 days of the occurrence of the condemnation, The Phillies shall have the right, but not the obligation, to undertake such repairs or rebuilding. In the event The Phillies so undertake such repairs or rebuilding, The Phillies shall be entitled to reimbursement of the actual costs thereof by the City as incurred, within 45 days of all invoices therefor, with interest thereafter at the Default Rate.

16. Assignment.

16.1 Assignment by The Phillies. The Phillies shall not sell, assign, encumber, pledge, or otherwise transfer all or any portion of its interest in this Agreement without the prior written consent of the City, except as follows:

16.1.1 The Phillies shall have the right to transfer all of its rights and obligations under this Agreement to any Person that shall thereafter own the MLB franchise now held by The Phillies; provided, however, that such transferee shall assume the obligations of The Phillies under this Agreement; and provided, further, that MLB approves the transfer of such MLB franchise to such transferee and the City has been provided with satisfactory evidence of such assumption and approval.

16.1.2 The Phillies shall also have the right to transfer its interest in this Agreement freely to another MLB club; provided, however, that such transferee shall assume the obligations of The Phillies under this Agreement.

16.1.3 No transfer under this Section 16 shall release The Phillies from any pre-existing liabilities under this Agreement, including, but not limited to any indemnification obligations of The Phillies which arise prior to the date of such transfer.

16.2 Assignment by City. The City shall have the right to assign certain rights under this Agreement to a non-profit organization controlled by the City, provided that such assignment will not affect The Phillies rights and remedies against the City under this Agreement and the City shall at all times remain primarily liable for their obligations hereunder. Except as aforesaid, the City may not assign its rights and duties under this Agreement without the consent of The Phillies.

17. Default.

17.1 Default. If any party hereto (the "Defaulting Party") shall fail to perform any of its obligations under this Agreement, then the Party not in default (the "Non-Defaulting Party") shall provide notice of such failure to the Defaulting Party and afford the Defaulting Party a grace period to cure said failure, as follows:

17.1.1 Where a grace period is specifically provided for in any section of this Agreement, that specific grace period shall apply.

17.1.2 Where a grace period is not specifically provided for in any other section of this Agreement, the Defaulting Party shall afford the Non-Defaulting Party a grace period of: (i) five business days to cure monetary failure; and (ii) thirty days to cure any non-monetary default; provided, however, that if any non-monetary failure cannot be cured within such thirty day period, the Defaulting Party shall be afforded such additional time as shall be reasonably required to cure such failure, if the Defaulting Party has commenced the appropriate cure within said initial thirty day period and thereafter proceeds with reasonable diligence to cure said failure.

17.1.3 If any failure to perform shall not have been cured by the expiration of the applicable grace period, then a "Default" shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth below.

17.1.4 Termination of this Agreement.

17.2 Non-Defaulting Party's Rights and Remedies. If a Default shall occur, the Non-Defaulting Party shall have the right (but not the obligation):

17.2.1 To cure such default on behalf of the Defaulting Party, in which event the Defaulting Party shall immediately reimburse Non-Defaulting Party for all sums paid by it to effect such cure, together with interest thereon at the Default Rate; and

17.2.2 To collect all sums paid by it to effect such cure, together with interest thereon at the Default Rate, by set off against all sums next-to-become-due to the Defaulting Party under this Agreement.

17.3 Cumulative Rights. The remedies heretofore described in this Section 17 shall be in addition to any other remedy the Non-Defaulting Party may have at law and in equity in the event of a Default, including without limitation:

17.3.1 An action to recover monies then due and owing from the Defaulting Party, together with interest thereon at the Default Rate from the date on which such monies were due;

17.3.2 An action for specific performance of non-monetary covenants and agreements on the part of the Defaulting Party; and/or

17.3.3 An action for recovery of all actual losses, costs and reasonable attorneys' fees incurred by the Defaulting Party in connection with the default.

17.4 Injunctive Relief. Without limiting any other remedies of the City on account of a Default by The Phillies hereunder, The Phillies further acknowledges that the City will be irreparably harmed if The Phillies violate this Agreement by the transfer, move or other relocation of The Phillies' spring training activities to, and/or the playing of Home Games at, any locations other than the Sports Facility during the Term otherwise than as provided or permitted by this Agreement. Accordingly, The Phillies hereby agree that in the event of such a violation or threatened violation of this Agreement, the City shall be entitled to seek and obtain, and The Phillies hereby consent to the entry of, a temporary restraining order, together with preliminary and permanent injunctive relief, from any court of competent relief to enjoin any such violation or threatened violation. The Phillies waive any requirement that the City post a bond or other security in connection with such injunctive relief. In the event of such attempted or actual transfer, move or other relocation of The Phillies' spring training activities to, or the playing of Home Games at, any location other than the Sports Facility, and City is not able to obtain the injunctive relief provided for in this Section 17.4, the City shall be entitled, at its option, to seek monetary damages.

17.5 Emergency. Nothing in this Section 17 shall be deemed to limit The Phillies' right to take action in emergencies pursuant to Section 9.7.

18. Legal Opinions.

18.1 By the City. Concurrently with the execution and delivery of this Agreement, the City has provided to The Phillies an opinion of its City Attorney advising The Phillies that (i) the City is a duly organized and existing municipal corporation of the State of Florida and is authorized to enter into and perform under this Agreement, (ii) execution of this Agreement by the City is duly authorized, (iii) all notices required by Florida law and all necessary action required for the execution

and delivery of this Agreement or otherwise required under applicable law have been obtained, and (iv) this Agreement is valid, binding and enforceable against the City in accordance with its terms, subject only to such exceptions as are set forth expressly in such opinion and are reasonably acceptable to The Phillies, as evidenced by its execution of this Agreement.

18.2 By The Phillies. Concurrently with the execution and delivery of this Agreement, The Phillies has provided to the City an opinion of its general counsel advising the City that (i) The Phillies is a duly organized and existing limited partnership of the Commonwealth of Pennsylvania and is authorized to enter into and perform under this Agreement, (ii) execution of this Agreement by The Phillies is duly authorized, and (iii) this Agreement is valid, binding and enforceable against The Phillies in accordance with its terms, subject only to such exceptions as are set forth expressly in such opinion and are reasonably acceptable to the City, as evidenced by its execution of this Agreement.

19. Miscellaneous.

19.1 Estoppel Certificates. Each party (as "responding party") shall at any time within fifteen days after written request from the other party ("requesting party") execute, acknowledge and deliver to the requesting party a statement in writing as of the date of such certification (i) certifying that this Agreement is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect), (ii) acknowledging that there are not, to the responding party's knowledge without inspection, audit or investigation, any uncured defaults on the part of the requesting party (or specifying such defaults, if any are claimed), and (iii) providing such other information regarding this Agreement as may reasonably be requested by the requesting party. Any such statements may be conclusively relied

upon by any prospective purchaser or encumbrancer of The Phillies or of its interests herein and by any bond holders, underwriters and financiers of the City.

19.2 Consents. Whenever a party's approval, permission, concurrence, consent or satisfaction is required under this Agreement, such approval, permission, concurrence, consent or satisfaction shall not be unreasonably withheld or delayed, except as and to the extent expressly provided to the contrary in this Agreement; provided, however that neither party shall be required to waive a Default hereunder.

19.3 Additional Instruments. The parties agree to execute and deliver any instruments in writing, necessary to carry out any agreement, term, condition or assurance in this Agreement, whenever the occasion shall arise and reasonable request for such instrument shall be made. In addition, as soon as practicable following the Commencement Date hereunder, the parties shall execute a written supplement to this Agreement setting forth such Commencement Date. With respect to the City, any obligations pursuant to this Section 19.3 shall be subject to obtaining any required governmental approvals.

19.4 Force Majeure. A party shall not be in Default under this Agreement if and to the extent it is unable to fulfill any of its obligations under this Agreement because it is prevented, hindered or delayed in doing so by reason of a strike, lockouts, labor dispute, boycott, material or energy shortage, casualty loss, weather conditions, acts of God, order of any government officer or court (but excluding, as to the City, orders promulgated by the City themselves), national emergency or war (collectively, "Force Majeure").

19.5 Notices. Any notice required to be given hereunder shall be in writing and sent by either overnight courier service or United States certified or registered mail, postage prepaid, addressed to the parties as follows:

If to City:

City of Clearwater
112 South Osceola Avenue, 3rd Floor
Clearwater, Florida 33756
Attention: City Manager

With a copy to Counsel for City:

Pam Akin, Esquire
112 South Osceola Avenue, 3rd Floor

Clearwater, Florida 33756

If to The Phillies:

Veterans Stadium
P.O. Box 7575
Philadelphia, PA 19101
Attention: David P. Montgomery,
President

and

Attention: William Y. Webb,
Vice President, General
Counsel and Secretary

Notices shall be deemed given when actually received or when delivery is refused. The address for notices to a party may be changed, from time to time, by notice from such party given as herein required.

19.6 No Joint Venture. The City and The Phillies do not intend by entering into this Agreement to create a partnership, joint venture or any relationship other than that of independent contractors and licensor and licensee. Nothing in this Agreement shall be construed to create such a partnership, joint venture or other relationship, nor shall it be construed to create any pledging of the credit of the City or the faith and credit of the City.

19.7 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, and the proper venue shall be in Pinellas County, Florida.

19.8 Construction of this Agreement. This Agreement shall not be construed for or against any party on the basis that such Party drafted any portion of this Agreement. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

19.9 Binding Effect. Subject to Section 16, the covenants, terms, conditions, provisions and undertakings in this Agreement, or in any renewals hereof, shall extend to and be binding upon the successors and assigns of the respective parties hereto as if they were in every case named and expressed, and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the successors and assigns of such party as if in each and every case so expressed.

19.10 Entire Agreement. This Agreement and the SFDA, together with the attached exhibits and simultaneous writings, contain the entire agreement and understanding between the parties relating to its subject matter. There are no oral understandings, terms or conditions, and

neither party has relied on any representation, express or implied, not contained in this Agreement or in simultaneous writings. All prior understandings, terms or conditions are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. Without limiting the generality of the foregoing, this Agreement and the SFDA replace and supersede that certain Clearwater Stadium Project Term Sheet dated September 8, 2000 by and between the City and The Phillies in its entirety and such Term Sheet is hereby terminated.

19.11 Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

19.12 Captions. The headings of this Agreement are for convenience only and shall not be deemed a part of this Agreement, nor shall they be deemed to affect the meaning or construction of any portion of this Agreement.

19.13 Time of Essence. Time is of the essence of this Agreement.

19.14 Interest on Delinquent Amounts. Any amounts owing from one party to the other party under this Agreement and not paid when due shall bear interest from and after the due date at the Default Rate until paid, provided however, that no such interest shall accrue on any City obligation to pay until the expiration of 45 days after the date such payment is due.

19.15 Waivers. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent right by any party under the same or any other provision.

19.16 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

19.17 Right of Offset. Each party hereto, without waiving its rights under Section 17, shall be entitled to set off against sums due from it hereunder to any other party any amounts owing to it (including Default Interest if any) by such other party.

19.18 Attorneys' Fees. If an action or proceeding is brought to enforce the terms hereof or declare rights hereunder, including without limitation Expedited ADR, the prevailing party in any such action or appeal therefrom shall be entitled to its reasonable attorneys' fees and costs, which shall include the costs of consultants and experts, to be paid by the losing party as fixed by the court or arbitrator(s) in the same or a separate action or proceeding.

19.19 Amendment. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or The Phillies. This Agreement may not be changed, modified or rescinded except in writing by the City and The Phillies, and any attempt at oral modification of this Agreement shall be void and of no effect.

19.20 Authority. Each party hereto hereby represents and warrants to the other that it has the authority to enter into this Agreement and to undertake and perform its respective obligations hereunder.

19.21 Exhibits. Exhibit A is attached hereto and incorporated by this reference thereto.

19.22 Liability Limitation. Except as otherwise provided herein, no individual who is a general partner of The Phillies, or a member of the City Commission or an officer, employee or agent of any party hereto shall be liable to any other party, or any successor in interest thereto, for any default by a party hereunder.

19.23 Certain Disputes. Any dispute between the parties arising under Sections 9 and 10 of this Agreement shall be resolved by Expedited ADR.

20. Conditions.

20.1 Conditions Precedent to Parties' Rights and Obligations. All of the parties' respective rights and obligations under this Agreement are expressly conditioned upon the occurrence of the following, each by the date respectively indicated:

20.1.1 Issuance of Certification from the Florida Office of Tourism regarding a "retained spring training franchise facility" shall have issued by January 2, 2001.

20.1.2 The specific site for the Sports Complex shall by February 15, 2001 have been agreed to by the parties and reflected upon a detailed site plan initialed by the parties, which shall become Exhibit B to this Agreement.

20.1.3 The parties shall, within 15 days following satisfaction of the conditions in Section 20.1.2, have: (i) executed and delivered a definitive SFDA; (ii) have agreed upon a detailed Scope of Work, an initialed copy of which shall become Exhibit C to this Agreement; and (iii) have executed and delivered a definitive lease for the Carpenter Complex, which will terminate the existing lease dated September 26, 1966, as amended, and which: (x) shall be for a term coextensive with the Term; (y) shall conform to the relevant allocation provisions of this Agreement; and (z) call for fixed rent in arrears at the annual rate of \$204,000 for 20 years from the start of the Term.

20.2 Waiver. Each of the conditions precedent specified in Sections 20.1 and 20.4 may only be waived in a writing duly executed and delivered by both parties; provided, however, that The Phillies may, by written notice to City, extend from time to time each of the dates specified in Section 20.1.

20.3 Satisfaction Date. The date on which the last of all of the conditions precedent specified in Section 20.1 has been duly satisfied or duly waived is herein referred to as the "Satisfaction Date."

20.4 Further Condition Relating to Litigation. If on the Satisfaction Date any litigation other than bond validation proceedings is pending to restrain or enjoin the performance of this Agreement and/or of the SFDA and/or of any material aspect of either and/or to seek material damages in respect thereto and is neither withdrawn nor dismissed with prejudice by October 1, 2001, either party may (but need not) elect to terminate this Agreement by written notice given within 30 days thereafter.

21. Marketing Programs. The Phillies and the City hereby agree that The Phillies will provide trade out value in marketing programs to match the financial contributions made by Pinellas County toward the funding of the Sports Facility. These marketing trade out programs may include, but are not limited to destination advertising, tourism public relations campaigns, tourism direct sales activities and/or other marketing programs mutually agreed upon between the Pinellas County Convention and Visitors Bureau and The Phillies. Representatives of The Phillies and the Convention and Visitor's Bureau shall meet as often as they mutually determine to be needed (but at least annually) to agree to a specific program of destination marketing and/or ticket opportunities of the trade out program for the upcoming calendar year. This marketing trade out program shall be the sole responsibility of The Phillies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE CITY OF CLEARWATER, FLORIDA

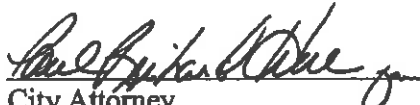
By: 
Brian Aungst, Mayor

By: 
City Manager

ATTEST:

 12/20/00
ASST. City Clerk

Approved as to form and
legal sufficiency


City Attorney

THE PHILLIES


By: 
David P. Montgomery,
General Partner

EXHIBIT A

All claims, demands, disputes, controversies and differences that may arise under this Agreement between the parties, concerning any controversies under the Sections of this Agreement making reference to the use of Expedited ADR shall be resolved by Alternative Dispute Resolution as set forth below:

1. Disputes submitted to Expedited ADR hereunder will be conducted before a "Panel" designated in the manner provided in Section 2 below. The decision of the Panel will be final and binding upon the parties as to all matters in dispute and will be enforceable by a court of competent jurisdiction. The rules of the American Arbitration Association will be used for guidance in establishing procedures for the arbitration, but their use will not be mandatory unless the parties are unable to agree on an alternative body of rules.

2. In the case of disputes involving construction matters at the Sports Facility, the Panel will consist of three persons selected by the parties from a list of twenty-one persons with at least ten years experience in the construction business furnished by the Florida Chapter of the American Arbitration Association. In the case of disputes involving operations at the Sports Facility, the Panel will consist of three persons selected by the parties from a list of eleven persons, each of whom must have at least ten years of experience in the stadium/arena management business furnished by the Florida Chapter of the American Arbitration Association. The Panel of three will be selected from such list by the mutual agreement of the parties. If, within three days following the day on which the list is furnished to the parties, the parties are unable to agree on the composition of the Panel, then representatives of the parties will meet promptly and the following procedures will be used: The Phillies will strike the name of a person on the list. Within fifteen minutes thereafter, the Public Bodies will strike a name from the list. At fifteen minute intervals thereafter, each party will strike a name from the list. If a party fails to strike a name within the allotted time period, it will forego its turn to strike a name. The last three names on the list will constitute the Panel.

3. Within thirty days following the appointment the Panel as provided for above, the Panel shall hold a hearing which hearing shall be held at Tampa, Florida, or at any other place agreed to by the parties involved.

4. The Public Bodies or The Phillies may join any other party to the arbitration which is needed for just adjudication. The standard for joinder of any other party shall be that provided under Rule 19 of the Florida Rules of Civil Procedure.

5. If the Panel determines that either party's position in the dispute was without merit, such party will pay the other party's reasonable attorneys' fees and costs related to the arbitration, including the costs and fees of the Panel, fees to the American Arbitration Association and other costs of such arbitration otherwise payable by such party in the arbitration proceedings. In all other

cases, the parties will share equally the costs of such arbitration and will pay their own attorneys' fees.

6. At least ten days prior to the hearing, the parties shall meet and exchange exhibits and pre-hearing statements and stipulate and agree on non-disputed facts. No exhibit shall be admitted unless listed on the pre-hearing statement and exchanged between the parties. No witness may be presented unless indicated on the pre-hearing statement or unless produced for rebuttal purposes. Prior to or at the hearing, each party shall submit a memorandum not to exceed five pages outlining the relevant issues for the Panel. At the hearing, the laws of evidence of the State of Florida shall apply, and the Panel shall allow each party to present that party's case, evidence and witnesses and render its award, including a provision for payment of attorneys' fees and costs of arbitration to be paid by one or both of the parties to this Agreement, as the Panel deems just.

**City of Dunedin
(Toronto Blue Jays)**

2020 Toronto Blue Jays Spring Training Economic Impact Analysis

- Final estimates for this report are based upon a shortened 10-game season due to Covid-19
- Total Economic Impact for the 2020 Blue Jays Spring Training season was estimated to be \$79,831,698.
- This was understandably lower than the 2019 figures (\$112,882,182), but nearly the same as was reported for the full 2013 season (\$80,394,217), but higher than the estimates for the entire 2009 season (\$71,174,111).
- Blue Jays Spring Training contributed \$26,849,704 in Labor, which represented 704 jobs (part-time/full-time).
- Florida non-county visitors whose primary trip purpose was for Spring Training contributed \$113,525 to Pinellas County in Total Spending.
- Out-of-State visitors whose primary trip purpose was for Spring Training contributed \$52,635,590 to Pinellas County in Total Spending.
- Florida non-county visitors whose primary trip purpose was for reasons other than Spring Training contributed \$1,549,139 to Pinellas County in Total Spending.
- Out-of-State visitors whose primary trip purpose was for reasons other than Spring Training contributed \$25,533,444 to Pinellas County in Total Spending.
- Average Per-Party-Per Day Spending represented \$243.92 for Florida non-county visitors whose primary trip purpose was for Spring Training.
- Average Per-Party-Per Day Spending for Out-of-State visitors whose primary trip purpose was for Spring Training represented \$454.83.
- Average Per-Party-Per Day Spending represented \$317.15 for Florida non-county visitors whose primary trip purpose was for reasons other than attending Spring Training.
- Average Per-Party-Per Day Spending for Out-of-State visitors whose primary trip purpose was for reasons other than Spring Training was estimated to be \$445.00.
- Florida non-county visitors whose primary trip purpose was for Spring Training reported an average Length of Stay at 0.4 days, with a Party Size of 2.3 persons. This segment of visitors accounted for 1,659 attendees during the 2020 Blue Jays Spring Training Season.
- Out-of-State visitors whose primary trip purpose was for Spring Training reported an average Length of Stay at 9.2 days, with a Party Size of 2.7 persons. This segment of visitors accounted for 26,543 attendees during the 2020 Blue Jays Spring Training Season.
- Florida Non-County visitors whose primary trip purpose was for reasons other than Spring Training reported an average Length of Stay at 9.0 days, with a Party Size of 3.4 persons. This segment of visitors accounted for 1,452 attendees during the 2020 Blue Jays Spring Training Season.
- Out-of-State visitors whose primary trip purpose was for reasons other than Spring Training reported an average Length of Stay at 8.6 days, with a Party Size of 3.2 persons. This segment of visitors accounted for 17,211 attendees during the 2020 Blue Jays Spring Training Season.

**City of Lakeland
(Detroit Tigers)**



Tigertown 2020

SPRING TRAINING FACILITIES



2020 ANNUAL REPORT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

SUBMITTED BY:

CITY OF
Lakeland
www.lakelandgov.net



Annual Report of the City of Lakeland, Florida

Applicant:

- | | |
|-------------------------------------|------------------|
| 1. Name of Applicant: | City of Lakeland |
| 2. Federal Employee Identification: | 59-600000354 |
| 3. Population: | 110,500 |
| 4. County: | Polk |

Contact Information:

- | | |
|--------------------|---|
| 1. Contact Person: | Bob Donahay |
| 2. Title: | Parks & Recreation Director |
| 3. Address: | 228 S. Massachusetts Ave.
Lakeland, FL 33801 |
| 4. Telephone: | (863) 834-6089 |
| 5. Fax: | (863) 834-6071 |

I certify that the information provided in the 2020 report is true and accurate. I further certify that I represent the City of Lakeland in my representations.

Reporting Signature: _____



General Information

Project Information:

Name of Project:	2002 Stadium Renovations at Tigertown
Project Location:	2220 North Lake Ave. Lakeland, FL 33805

Financial Summary:

State Funds Requested:		\$20,000,000
Local Match:		
• Polk County Tourist Development	\$20,891,220	
• Detroit Tigers – Lease	\$10,600,000	
• Local Cash Match	\$13,167,208	
• In Kind Match	\$15,911,748	
Total Local Match:		<u>\$60,570,176</u>
Total Project Cost:		<u>\$80,570,176</u>

Brief Project Description:

Major renovation and expansion of newly christened Publix Field at Joker Marchant Stadium for a spring training facility which is vital to Lakeland and the surrounding economy. Such major improvements ensure the continuation of the economic benefits generated through the partnership with the Detroit Tigers and the Lakeland Flying Tigers for another 20 years and enhanced opportunities for year-round tourism and promotional events at the venue.

Compliance with Criteria – Annual Report 2020

Criterion 1:

A detailed accounting of all local and state funds expended to date, as of the date of submission of this report, on the City's Stadium Renovation Project financed under Section 288.11631, F.S. Also, the City must submit a short summary of all local, state, and private funds expended on the City's Stadium Renovation Project as of the date of submission of this report.

Documentation:

City of Lakeland Project Financial Reports are attached.

Criterion 2:

The applicant has a verified copy of a signed agreement with a retained spring training franchise for the use of the facility for a term of at least (20) years.

Response:

The City of Lakeland and the Detroit Tigers executed a license agreement dated September 29, 2000 which committed the baseball club to train in Lakeland at the Tigertown Facilities for a full 15-year term. That agreement expired on December 31, 2016. On January 16, 2015 the City of Lakeland and the Detroit Tigers entered into a new Spring Training Facility Lease and Use Agreement which committed the baseball club to train in Lakeland at the Tigertown facilities for a full 20-year term under the same terms and conditions with an option to renew for one 10-year term.

Documentation:

A copy of the new lease agreement, together with the Spring Training Facility Development Agreement, the Interlocal Agreement for Tourist Development Tax Funding between the City of Lakeland and Polk County for Improvements to Marchant Stadium and a copy of the Sponsorship Agreement between the City of Lakeland and Publix Super Markets, Inc. are attached.

Criterion 3:

A cost-benefit analysis of the Spring Training Franchise's impact on the city. This cost-benefit analysis must be substantially similar in content and format to the 2009 Major League Baseball Florida Spring Training Economic Impact Study and contain any other information as timely and reasonably requested by DEO.

Documentation:

Economic Impact Report of Detroit Tigers spring training in Lakeland, FL 2019 and a letter of support from Polk County Sports Marketing are attached. Also attached are articles from Spring Training Connection, Florida Sports Foundation and Baseball Digest reflecting attendance totals and rankings.

Marchant Stadium Improvements

Expenditures

October 2015 – July 2017

Object of Expense	Phase I	Phase II
Contractual Services	\$ 35,884,659.16	\$ 488,022.54
Architectural/Design Services	231,000.00	
Equipment – Non-Capital	1,546,084.59	
Materials	9,466,035.19	
Travel	2,636.00	
Payroll & Benefits	23,300.23	
Telephone, Communications	80.00	
IT Operations – Network Support	748.32	
PC Rental & Support	870.80	
Berm Pavilion – Publix	2,209,635.00	
All Other Materials & Supplies	50.00	
Total Expenditures	<u>\$ 49,365,099.29</u>	<u>\$ 488,022.54</u>

2020 Financial Summary

	Annually	Present Value	Interest	Gross Value	Received to Date
State of Florida	\$ 1,000,000	\$ 13,938,875	\$ 6,061,125	\$ 20,000,000	\$ 3,833,318
Polk County Tourist Development	1,044,561	13,616,000	7,275,220	20,891,220	4,178,244
City Match	-	9,445,125	6,466,623	15,911,748	
	<u>\$ 2,044,561</u>	<u>\$ 37,000,000</u>	<u>\$ 19,802,968</u>	<u>\$ 56,802,968</u>	<u>\$ 8,011,562</u>
Detroit Tigers – Lease	<u>\$ 530,000</u>	<u>\$ 10,600,000</u>	<u>\$ -</u>	<u>\$ 10,600,000</u>	<u>\$ 1,870,374</u>
Detroit Tigers – Furniture	\$ -	\$ 480,613	\$ -	\$ 480,613	\$ 480,613
Delaware North Concessions	-	1,379,279	-	1,379,279	1,379,279
Berm Pavilion – Publix – Givewell	250,000	2,500,000	-	2,500,000	1,250,000
Additional City Match	-	7,621,373	-	7,621,373	7,621,373
Additional City Match – Bonds	-	560,943	-	560,943	-
Field and Dugouts	-	625,000	-	625,000	625,000
	<u>\$ 250,000</u>	<u>\$ 13,167,208</u>	<u>\$ -</u>	<u>\$ 13,167,208</u>	<u>\$ 11,356,265</u>
Total:	<u>\$ 2,824,561</u>	<u>\$ 60,767,208</u>	<u>\$ 19,802,968</u>	<u>\$ 80,570,176</u>	<u>\$ 21,238,201</u>



BILL MUTZ
MAYOR

August 26, 2020

Ryan Fierst
Senior Management Analyst II
Florida Department of Economic Opportunity
107 E. Madison Street, MSC 80
Caldwell Building
Tallahassee, FL 32399

Dear Ryan:

In accordance with the reporting requirements contained in the Spring Training Program Agreement between the City of Lakeland and the Florida Department of Economic Opportunity, I have reviewed the Annual Report, and I certify that the information and documentation contained in the report is true and correct.

We appreciate the State of Florida's support on this great project, and are pleased to provide this information to you. If you have any questions, please don't hesitate to contact us.

Very Truly Yours,

H. William Mutz
Mayor



PALMER C. DAVIS
INTERIM CITY ATTORNEY
228 S. Massachusetts Avenue
Lakeland, Florida 33801
BUS: (863) 834-6010
FAX: (863) 834-8204
email – palmer.davis@lakelandgov.net

August 25, 2020

Ryan Fierst
Senior Management Analyst II
Florida Department of Economic Opportunity
107 E. Madison Street, MSC 80
Caldwell Building
Tallahassee, FL 32399

RE: Annual Report

Dear Ryan,

I have reviewed our previous correspondence, our existing records and provide this as part of our reporting obligation.

Based on the foregoing, I can advise that the representations in our application remain true and correct as stated. Therefore, it is my opinion that the City continues in compliance with all of the grant requirements contained in Fla. Stat. 288.11631 (2)(a)(1-6).

I have also reviewed any concession contracts related to the facility and determined that there are no concession agreements or service contracts with the applicant that would implicate Fla. Stat. 288.1167. Also, the Detroit Tigers have a contractual obligation to comply with all DEO requirements that are imposed on the City. In so doing, contracts awarded are done so on the same terms and conditions and in accordance with the goals set forth in 287.09541. Most tasks are done by City or team forces so there is no need for service contracts with the facility.

I hope this has been responsive to your request.

Sincerely,

Palmer C. Davis
City Attorney

PCD/mog



PALMER C. DAVIS
INTERIM CITY ATTORNEY
228 S. Massachusetts Avenue
Lakeland, Florida 33801
BUS: (863) 834-6010
FAX: (863) 834-8204
email – palmer.davis@lakelandgov.net

August 25, 2020

Ryan Fierst
Senior Management Analyst II
Florida Department of Economic Opportunity
107 E. Madison Street, MSC 80
Caldwell Building
Tallahassee, FL 32399

RE: Annual Report

Dear Ryan,

I have reviewed the requirements of the application that the City filed in 2015, and also The Spring Training Program Agreement dated October 20, 2016 (Program Agreement) with regard to the continuing requirements for Grant eligibility. I have also reviewed the City's records with regard to the use of the Grant funds, the City's expenditure as its match for Grant funds, other financial reporting of the City of Lakeland, and the existing lease documents related to Lakeland's long-term facility lease with the Detroit Tigers. Based on the foregoing, I am able to verify that the City of Lakeland is in compliance with all statutory requirements and the requirements of the Program Agreement as of the date hereof.

If you have any questions, please feel free to contact me.

Sincerely,

Palmer C. Davis
City Attorney

PCD/mog

RECEIVED

SPRING TRAINING FACILITY DEVELOPMENT AGREEMENT FEB 04 2015

City Clerk's Office

THIS SPRING TRAINING FACILITY DEVELOPMENT AGREEMENT is made and entered into on this 16th day of January, 2015 ("Signature Date") by and between the CITY OF LAKELAND, FLORIDA, a municipal corporation existing under the laws of the State of Florida ("City") whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801, and the DETROIT TIGERS, INC., A Michigan Corporation, ("Tigers") whose address is Comerica Park, 2100 Woodward Avenue, Detroit, MI 48201-3470, collectively called the "Parties" hereto.

WITNESSETH

WHEREAS, the City owns and operates a Major League Baseball Spring Training stadium ("Major League Stadium"), training facilities, practice fields, clubhouses and offices, parking facilities and other appurtenances and improvements on a site located at 2301 Lakeland Hills Boulevard, Lakeland, Florida, known as Tigertown or the Joker Marchant Stadium Complex, more particularly described on Exhibit "A"; and

WHEREAS, the Tigers own and operate a professional baseball franchise known as the Detroit Tigers, whose operation includes, but is not limited to a Major League Club and Minor League Club and all ancillary operation associated therewith; and

WHEREAS, the Tigers and the City are presently parties to that certain Use Agreement dated September 29, 2000 (hereinafter referred to as "Use Agreement") attached as Exhibit "B", wherein the Tigers lease the Joker Marchant Stadium Complex for the purpose of conducting Major League Spring Training and Minor League Baseball operations, which Use Agreement will expire by its terms on December 31, 2016; and

WHEREAS, the City and the Tigers have historically had a long term and amicable relationship where the Tigers have conducted Spring Training and other baseball operations in Lakeland for 78 years, becoming a significant part of the fabric of the community of Lakeland, contributing to the economic well-being of the community of Lakeland, and is of considerable value to its citizens; and

WHEREAS, the City wishes to induce the Tigers to continue to conduct baseball operations at the Joker Marchant Stadium Complex for an extended period of time and

in order to induce the Tigers to do so, are willing to make substantial renovations and improvements to the facilities at the Joker Marchant Stadium Complex where the Tigers baseball operations are conducted; and

WHEREAS, the City and the Tigers wish to provide for an agreement whereby they will agree on the collaborative manner for Improvements to be made, the method of financing any improvements, the process for the design and construction of the Improvements, and the schedule whereby the Improvements will be made all of which shall be memorialized in this Spring Training Facilities Development Agreement (hereinafter referred to as "Development Agreement") which may be amended from time to time by agreement of the Parties, in writing; and

WHEREAS, in reliance on the City's agreement and commitment to construct the Improvements, in an amount not to exceed \$37,000,000, the Tigers are willing to enter into a long term agreement for a minimum of twenty (20) years in accordance with the Spring Training Facility Lease and Use Agreement ("Lease Agreement") of even date herewith and attached hereto as **Exhibit "C"**; and

WHEREAS, in addition, the Parties acknowledge that the financing plan for the Improvements shall require the City to issue Bonds which shall provide the necessary funds to pay the costs of the Improvements, which shall be called the Project Bonds, which Project Bonds will require a financial commitment by the City and the Tigers; and

WHEREAS, in order to secure financing for the Improvements, the City has entered into that certain Interlocal Agreement with Polk County dated November 15, 2013 and attached as **Exhibit "D"**, which Interlocal Agreement requires Polk County to pay to the City certain proceeds from the Polk County Tourist Development Tax. In addition, the City will seek approval from the State of Florida Department of Economic Opportunity as a certified Spring Training Facility as that term is defined in Florida Statute 288.11631 to provide additional funding to support the Project Bonds; and

WHEREAS, the City relies on the intention of the Tigers to enter into the Lease Agreement, so long as the Improvements are constructed, and the Parties wish to memorialize each parties commitments with respect to the matters contained herein; and

WHEREAS, the Parties also acknowledge that it is necessary to enter into an extension of the existing Use Agreement that, if necessary will remain in force and effect until the Improvements are substantially completed and the Lease Agreement becomes effective.

THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. **DEFINITIONS**. For the purpose of this Development Agreement, the terms:
- a. "**BOC**" shall mean the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.
 - b. "**Commissioner**" shall mean 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.
 - c. "**Development Period**" shall mean the period commencing with the conceptual design of the Joker Marchant Stadium Improvements and terminate upon the occurrence of all or substantially all activities required by this Development Agreement or the Effective Date of the Lease Agreement whichever is earlier. The Parties contemplate that the activities that will occur during the Development Period shall include, but not be limited to, conceptual design and schematics, preparation of financing plans, preparation of construction plans and specifications for permitting of the Improvements, installation of all infrastructure and facilities, selection of and contracting with a construction manager, planning for and issuing bonds to fund the costs of the Improvements, application for and approval as a Certified Spring Training Facility by the Department of Economic Opportunity, and all other activities required to plan, design, finance and construct the Improvements.
 - d. "**Escrow Agreement**" shall mean that certain Escrow Agreement of even date herewith and attached hereto as **Exhibit "E"**.
 - e. "**Improvements**" shall mean those Improvements more particularly set forth in Section 5.
 - f. "**Interlocal Agreement**" shall mean that certain Interlocal Agreement between the City of Lakeland and Polk County dated November 15, 2013 and attached hereto as **Exhibit "D"**.
 - g. "**Major League Baseball**" shall mean, depending on the context, any or all of (a) the Office of the Commissioner of Baseball and each other MLB

Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Baseball Clubs acting collectively.

- h. "Major League Baseball Club(s)" or "Major League Club(s)" shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.
- i. "Major League Constitution" shall mean 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 League 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.
- j. "Milestone Events" shall mean the significant events on which the parties rely that must occur to facilitate the development, design, financing and construction of the Improvements, more particularly described in Paragraph 3, described as follows:
 - i. Conceptual approval by the City Commission of the City of Lakeland for the work necessary to proceed with a plan to implement the improvements and to enter into a long term lease agreement with the Tigers.
 - ii. Approval by Polk County and the City of Lakeland of that certain Interlocal Agreement for Tourist Development Tax Funding for Improvement for Joker Marchant Stadium dated November 25, 2013 together with any modification or amendments properly authorized and executed thereto.
 - iii. Enactment by the State of Florida of the appropriate legislative act necessary to modify Florida Statute 212.20 (6)(d)(6)(e) to increase available funding amounts and to allow those funding amounts to be paid over a twenty year period and amendments to Florida Statute 288.11631(2)(a)(2) to modify the amount to be reimbursed to

the State by a spring training franchise if the franchise breaches its agreement with the host site as well as Fla. Stat. 288.11631 (2)(c)(2) modifying the certification criteria for an applicant.

- iv. Application for certification by the State of Florida to be a Certified Applicant pursuant to Fla. Stat. 288.11631 no later than April 1, 2015.
- v. Approval by the City Commission of the City of Lakeland of a contract for site design and engineering, architectural design, plan preparation, and permitting with HKS Architects or any other design firm acceptable to the parties for the design of the improvements.
- vi. Approval by the City Commission of the City of Lakeland, and the Detroit Tigers of a Letter of Intent outlining the material business terms of a long term lease agreement and construction of the Project.
- vii. Approval by the City Commission of the City of Lakeland of a contract with a construction manager or managers for the construction of the Improvements.
- viii. Execution of the Modification of Use Agreement in substantially the form attached as Exhibit "F" to become effective according to its terms.
- ix. Approval of final construction drawing for the Improvements by the City and the Tigers.
- x. Issuance of a Notice to Proceed to the Construction Manager to commence construction of the Improvements.
- xi. Approval as a Certified Applicant as defined by Fla. Stat. 288.11631 for the Retention of Major League Baseball spring Training Baseball Franchises no later than January 1, 2016.

- xii. Substantial Completion of the Improvements, and issuance of a partial or temporary Certificate of Occupancy.
 - xiii. Execution of the Lease Agreement.
 - xiv. Issuance of an unrestricted Certificate of Occupancy for the Improvements.
 - xv. Construction Contract and Project Closeout
- k. "Minor Leagues" shall mean the professional baseball leagues which are members of the National Association of Professional Baseball Leagues, Inc. Each league is known individually as a Minor League.
- l. "Minor League Season" shall mean the season of baseball activities commencing at the conclusion of the Spring Training Season and terminating on or about December 31, of each calendar year.
- m. "MLB Entity" shall mean each of the Office of the Commissioner of Baseball, Major League Baseball Enterprises, Inc., 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.
- n. "Spring Training" shall mean the operations and activities of the Major League Clubs and the Minor League Clubs in training for the next season of Major League Baseball.
- o. "Spring Training Season" shall be deemed to include that time each year reasonably required for the preparation of the Leased Premises, planning for the start of Spring Training, for additional Minor League player training between the end of Major League Baseball Spring Training and the commencement of the Minor League season, and a reasonable period for the "winding down" of Spring Training activities by the Tigers.
- p. "Tigertown Complex" or "The Joker Marchant Stadium Complex" shall mean the Joker Marchant Stadium and all ancillary practice fields, clubhouse facilities, offices, and all other facilities which support the baseball operation of the Tigers.

2. **USE AGREEMENT EXTENSION.** It is the intention of the Parties that the Use Agreement in effect on the Effective Date, dated September 29, 2000 and attached as **Exhibit "B"**, be extended for a period to commence on December 31, 2016 and terminate upon a date to allow sufficient time for the design and construction of the improvements to the facility and the execution of the Lease Agreement. In the event that all of the Milestone Events have not occurred by December 31, 2016, the Parties agree that the Modification of Use Agreement shall become effective and shall remain in full force and effect until the Lease Commencement Date. The Lease Commencement Date shall be the date upon which the last Milestone Event has occurred or been waived by written agreement of the Parties. The Modification of Use Agreement is attached hereto as **Exhibit "F"**, and shall be executed concurrently with the execution of this Development Agreement. Prior to its effective date, the Modification of Use Agreement shall be held in escrow by the City Clerk of the City of Lakeland in accordance with the terms of the Escrow Agreement attached hereto as **Exhibit "E"**.

3. **LEASE AGREEMENT.** A fundamental consideration for the City's obligations contained herein, is their intention that the Parties enter into a successor lease and use agreement to ensure that the Tigers continue to conduct baseball activities at the Joker Marchant Stadium Complex for a significant time in the future. Additionally as a fundamental consideration of the Tigers obligations contained herein is their reliance on the City's agreement to design, fund, and construct the Improvements consistent with that consideration. Intending to evidence their respective commitments, the Parties have executed the Lease Agreement attached hereto as **Exhibit "C"** and incorporated herein by this reference in order to provide the terms and conditions upon which the Tigers will continue to conduct baseball activities at the Joker Marchant Stadium Complex. The Parties agree that the executed Lease Agreement shall be held in escrow by the City Clerk according to the terms of the Escrow Agreement until all of the Milestone Events have occurred, or been waived in writing by the Parties. The occurrence of the issuance of a Certificate of Occupancy for the Improvements set forth as Milestone Event (xiii) is deemed to be the final Milestone Event necessary to commence the Lease Agreement on the Lease Commencement Date whereupon this Development Agreement shall terminate and the Lease Agreement shall become effective.

4. **TERM.** The Term of this Development Agreement shall commence on the Effective Date and terminate on the occurrence of last event required hereunder to be performed or the Lease Commencement Date as that term is defined in the Lease Agreement, whichever is later.

5. **TIGERTOWN COMPLEX IMPROVEMENTS**. In order to induce the Tigers to enter into the Lease Agreement, The City agrees to construct and deliver for the Tigers' full and beneficial use, the Improvements; which shall include:

- a. New Major League Clubhouse and support facilities
- b. Demolition of existing major league clubhouse
- c. New Minor League Clubhouse and support facilities
- d. Renovation and re-purposing of Minor league Clubhouse
- e. New Concourse expansion to create a "360 walk-around" Joker Marchant Stadium
- f. Demolition of existing 3rd base pre-stressed bleachers and replacement with stadium seating.
- g. New Stadium Club and seating area on 1st base side
- h. Expansion and renovation of Press Box facilities
- i. Relocation of two existing suites
- j. New food service pantry for second level
- k. Relocation of existing Grandstand second level restrooms
- l. New elevator and stair tower
- m. New administrative offices Major and Minor Leagues
- n. New concessions and restrooms at stadium main concourse
- o. New climate controlled team store
- p. Expand left field berm, patio, and seating. Include party deck and outdoor kitchen
- q. Relocate bullpens
- r. Replace Video Board
- s. Expand and remodel existing Visiting Team Locker Room
- t. Replace existing Major League batting Cage across runway
- u. Relocate Parks and Recreation maintenance as required in repurposed buildings.
- v. New Multi-tiered practice field quad observation tower-toilets, office, video review room, and storage
- w. New Walkway Canopy between existing Cafeteria and Dormitory
- x. Renovation of existing food preparation and equipment in Cafeteria
- y. Reconfigure and upgrade walkway between facilities
- z. Replace natural turf on one field with artificial turf
- aa. Evaluate the cafeteria and recreation hall

It is the intention of the Parties that the design and construction of the Improvements be a collaborative effort and each Party agrees to make available the necessary personnel and other resources to facilitate each party's responsibility during

the design and construction phase of the Improvements. The Parties will work collaboratively to include as many of the foregoing Improvements as possible within the budgetary limitations, provided, however, the Tigers shall make all final decisions as to which Improvements are included and the order of construction. Tigers agree to use their best efforts to provide a timely and prompt response to any design approvals submitted.

6. **DESIGN.** The final design plans, when mutually approved by the Parties in writing, and shall thereafter become a part hereof, and shall specifically include a full and reasonably complete description of the physical facilities covered hereunder. The Parties agree that neither Party shall unreasonably withhold nor delay approval of the final design plans. Notwithstanding anything herein to the contrary, the Tigers will have the right to approve the final design plans of the Improvements, including without limitation, the overall layout, space allocation, graphics, materials used, signage, and color scheme that may be incorporated into the Improvements. The Tigers agree that any approvals required by this Development Agreement shall be reviewed in a reasonable time, and that approval shall not be unreasonably withheld.

7. **PROJECT BONDS.** It is acknowledged by the Parties that the City will issue Project Bonds ("Project Bonds") to finance the cost of the Improvements. In order to defease the Project Bonds, the City shall pledge certain non ad valorem revenues that it shall determine, as well as other revenue sources. The City relies on the proceeds pledged under the Tourist Development Tax commitment of Polk County as set forth in the Interlocal Agreement, as well as qualifying for funds made available from the State of Florida to certified Applicants as defined by Fla. Stat. 288.11631 for the Retention of Major League Baseball spring training baseball franchises. The Tigers agree to make good faith efforts to assist and, upon agreement, to execute any documents reasonably necessary to facilitate the issuance of the Project Bonds, and to comply with the requirements of the Team in the Interlocal Agreement in addition to the requirements of Fla. Stat. 288.11631, et. seq.

A. **Modifications.** The Parties recognize that a large portion of the Project Costs for the Spring Training Facility will be constructed with proceeds from the Project Bonds. Accordingly, the Parties agree to take reasonable steps to cooperate in resolving any issues that arise in connection with such Project Bonds to assist the City to qualify the Project Bonds for tax exempt status under federal tax laws, and to use its good faith efforts to provide all reasonable documents and/or modifications hereto necessary to accomplish the issuance of the Project Bonds.

8. **HOLD HARMLESS/INSURANCE**. The Parties agree to and will at all times indemnify, save and hold the other harmless from any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including attorney's fees at trial or appellate level, and all court costs arising out of injury to or death of persons and damage to any and all property, including loss of use thereof, resulting from or in any manner arising out of the other Party's intentional or negligent conduct. The City agrees to and will at all times indemnify, save and hold the Tigers harmless from any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including attorney's fees at trial or appellate level, and all court costs arising out of or in connection with, the design and construction of the Spring Training Facility, including claims brought by any person relating to compliance with federal or state disability laws or requirements. The Tigers acknowledge that any indemnification by the City is limited by law in accordance with the monetary limits set forth in Fla. Stat. 768.28. The City agrees that any contractor or construction manager that it may hire shall provide adequate insurance coverage for their work on the Improvements, naming the City and the Tigers as an additional insureds.

9. **NOTICE**. Any notice required to be given hereunder shall be in writing, and mailed by U.S. Certified Mail, Return Receipt Requested, addressed to the Parties as follows unless a different addressee is later designated by either party under this notice provision:

For notices to the Tigers:

Mr. David Dombrowski
President, General Manager and CEO
Detroit Tigers, Inc.
2100 Woodward Avenue
Detroit, MI 48201-3470

For notices to the City:

City Manager's Office
228 S. Massachusetts Avenue
Lakeland, Florida 33801
(863) 834-6268

With a copy to:

City Attorney's Office
228 S. Massachusetts Avenue
Lakeland, Florida 33801
(863) 834-6010

10. CITY DEFAULT/REMEDIES. It is understood that the City has agreed to undertake certain obligations set forth in this Development Agreement in order to induce the Tigers not to elect an early termination of the Lease Agreement. It is further agreed that the City will sustain substantial economic damages if the Tigers would fail to fulfill one or more of the obligations set forth herein. Accordingly, the Parties agree that the City shall be entitled to receive the following remedies in the event that one or more of the following defaults shall occur:

A. Tigers Defaults: The Tigers shall have defaulted on its obligations set forth herein (individually and collectively referred to as "Tigers Default") if any of the following occurs:

i. The Tigers fail to perform any of the requirements of this Development Agreement or its performance is substantially delayed. In the event that the City may claim a default by the Tigers, they shall provide written notice to the Tigers which notice shall set forth with particularity the nature of the default. The Tigers shall have no less than 30 days in which to cure the default.

B. City Default Remedies. Upon the occurrence of a Tigers Default, which has not been cured by the Tigers, the following remedies shall be available to the City:

i. The City may elect, by written notice delivered to the Tigers within sixty (60) days from the date on which a Tigers Default shall have occurred, to terminate this Development Agreement and all obligations of the City under this Development Agreement and under the Lease Agreement which shall be voided and of no further effect; and

C. Completion Default. In the event the Tigers fulfill the obligations set forth herein, but the City fails to substantially complete construction of the Improvements by March 1, 2017 or such later date as the Parties shall agree in writing, the City shall have defaulted in its obligation to the Tigers ("Completion Default") which shall result in damages to the Tigers. The Tigers shall have a

duty to act in good faith to mitigate any losses it may experience, and the City shall compensate the Tigers for any losses in net revenues it may experience by reason of a Completion Default and will ensure that the Tigers receive no less net revenue than in the 2016 Spring Training Season. Such compensation shall, in the first instance, come from an assignment of those damages available from the Construction Manager pursuant to Section 2.2.11 of the contract between the City and the Construction Manager for the Improvements, which by execution hereof, the City does hereby assign. In the event the funds from the Construction Manager are not sufficient to cover the Tigers' losses, the City's obligation to compensate the Tigers for lost revenue shall not exceed \$100,000.00 per game affected by the Completion Default.

D. Completion Default Remedies. Upon the occurrence of a Completion Default by the City, the following remedies shall be available to the Tigers:

- i. The Tigers and the City shall reach agreement on how the City in conjunction with the Tigers may provide an alternate site to conduct Spring Training games. The agreement shall also provide the appropriate remedies acceptable to the Tigers. If the Completion Default continues beyond December 31, 2017, the Tigers may terminate this Development Agreement without further penalty.

11. GENERAL PROVISIONS.

A. This Development Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue for any action shall be Polk County, Florida or the US District Court for the Middle District of Florida, Tampa, and Division.

B. The Parties agree to reasonably cooperate to execute and deliver any instruments in writing, necessary to carry out any agreement, term, condition or assurance in this Development Agreement, whenever the occasion shall arise and request for such instrument shall be made.

C. The specified remedies to which the Parties may resort under the terms of this Development Agreement are cumulative and not intended to be exclusive of any other remedies or means of redress to which the Parties may be lawfully entitled in case of any breach or threatened breach by either Party of any provision or provisions of this Development Agreement.

D. This Development Agreement and its associated documents contain the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions and neither party has relied on any representation, express or implied, not contained in this Development Agreement or the simultaneous or prior writings heretofore. All prior understandings, terms or conditions are deemed to merge in this Development Agreement, and this Development Agreement cannot be changed or supplemented orally, but only by an agreement in writing and signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought; provided that no such waiver, change, modification or discharge shall be effective until such time as all necessary approvals have been obtained from Major League Baseball.

E. If any provisions of this Development Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of the Development Agreement shall continue in full force and effect.

F. Notwithstanding anything herein to the contrary, the Parties hereto hereby acknowledge and agree that this Development Agreement is subject to the terms of Section 30G of the Lease Agreement, the terms of which are incorporated by reference herein, as if set forth in their entirety herein.

G. A "Force Majeure Event" is any event that (a) restricts or prevents performance by either Party under this Development Agreement, (b) is not within the reasonable control of the Party affected or caused by the default or negligence of the affected Party and (c) cannot be overcome or avoided by the exercise of due care. Force Majeure Events include, but not limited to, failure of a Party to perform due to drought, flood, earthquake, storm, fire, lightning, epidemic, war, terrorism, acts of other governmental authorities, civil disturbances, sabotage, or other similar events beyond the affected Party's control, inability to obtain and maintain permits from any governmental authority for the facility (except permits issued by the City or as to which the City has oversight or control), restraint by court order, and changes in applicable federal or state law (excluding laws or ordinances enacted by the City) that affect performance under this Development Agreement. Except for the obligation of each Party to make payments of amounts owed to the other Party, each Party is excused from performance and will not be considered to be in default with respect to any obligation if performance cannot occur due to a Force Majeure Event. Neither Party shall be relieved of its obligations under this Development Agreement solely because of increased costs or other adverse economic

consequences that may be incurred through the performance of such obligations.

If a Party's ability to perform its obligation under this Development Agreement is affected by a Force Majeure Event, the Party claiming such inability shall (i) promptly notify the other Party of the Force Majeure Event and its cause and confirm the same in writing within five (5) business days of its discovery, (ii) promptly supply such available information about the Force Majeure Event and its cause as reasonably may be requested by the other Party and (iii) initiate reasonable efforts to remove the cause of the Force Majeure Event or to lessen its effect.

The suspension of performance arising from a Force Majeure Event shall be of no greater scope and no longer duration than reasonably necessary. The excused Party shall use its reasonable efforts to remedy its inability to perform.

12. DISPUTE RESOLUTION.

A. The Parties agree to attempt to settle any dispute or controversy that may arise between the Tigers and the City regarding any provision or obligation set forth in this Development Agreement by mediation. A mediator will be selected by the Parties who will endeavor to resolve in a mutually satisfactory way, any such dispute or controversy in accordance with the laws of the State of Florida. The Party desiring the mediation shall give written notice thereof to the other Party specifying the specific question or questions to be mediated.

B. If a mediator is unable to satisfactorily resolve the question or questions to be mediated within sixty (60) days of commencing the mediation, the Parties agree to then submit the question or questions to resolution by binding arbitration conducted in accordance with applicable Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect or such other procedure upon which the Parties may agree.

C. The arbitration shall be expedited to completion within ninety (90) days after notice of electing to arbitrate sent by one Party to the other Party. Both Parties shall agree in good faith to cooperate and facilitate the completion of the arbitration within said ninety (90) day period.

D. In the event the Parties are unable to agree on a single arbitrator within thirty (30) days of the notice of electing to arbitrate, each Party shall within ten (10) business days thereafter select an arbitrator from a panel of eligible arbitrators provided by AAA and thereafter the two selected arbitrators shall select a third arbitrator.

E. If the arbitrator (or if a panel is selected) feels that he or she requires input from third party consultants, the arbitrator shall be entitled to hire any such consultant provided that such consultant is unbiased and has no relationship with either Party. The cost of the arbitration, including all fees and expenses of the arbitrator, shall be borne or apportioned in accordance with the reward of the arbitrator.

F. Discovery in the arbitration will be conducted in accordance with the Florida Rules of Civil Procedure.

G. After all the evidence has been presented and the hearing has concluded, the arbitrator shall issue an award within thirty (30) days. A judgment upon that award shall be enforceable in any court having jurisdiction of such matters in the State of Florida.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 16 day of January, 2017.

CITY OF LAKELAND, FLORIDA

ATTEST:

BY: Kelly S. Koos 1-20-15
Kelly S. Koos
City Clerk



BY: R. Howard Wiggs
R. Howard Wiggs
Mayor

APPROVED AS TO FORM AND CORRECTNESS:

BY: Timothy J. McCausland
Timothy J. McCausland
City Attorney

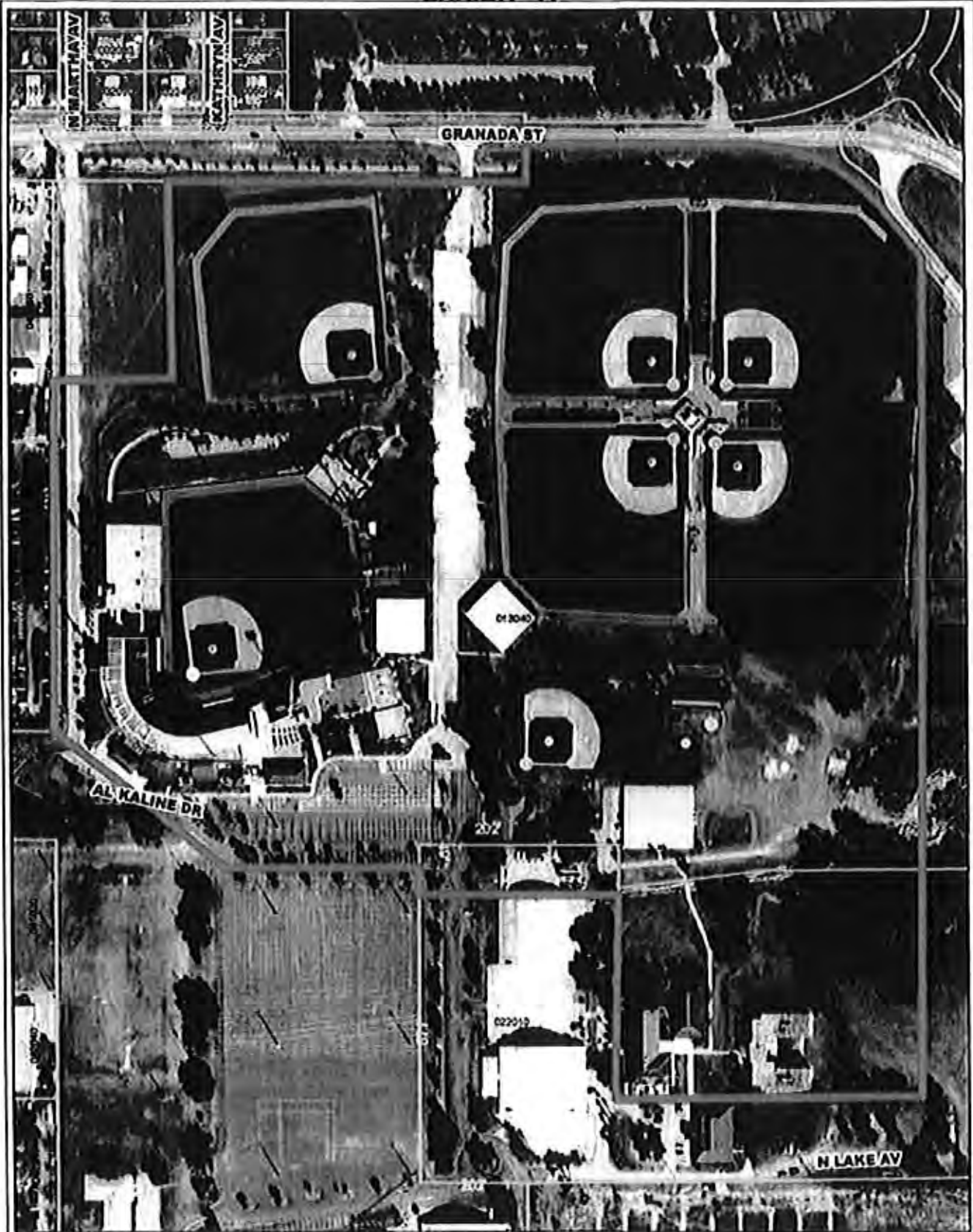
DETROIT TIGERS, INC.

ATTEST:

BY: David Dombrowski

By: DAQ

EXHIBIT "A"




 Tiger Town/Joke Marchant Stadium Renovation Boundary



EXHIBIT "B"

me

USE AGREEMENT
(Detroit Tigers)

THIS AGREEMENT, made and entered into this 29th day of September, 2000, by and between the CITY OF LAKELAND, FLORIDA, a municipal corporation existing under the laws of the State of Florida (hereinafter referred to as the "City"), and DETROIT TIGERS, INC., a Michigan corporation (hereinafter referred to as the "Club").

WHEREAS, on March 6, 2000, the parties entered into a Use Agreement relating to the use by the Detroit Tigers and the Lakeland Tigers of certain facilities owned by the City and located within the City and commonly referred to as Tigertown and Joker Marchant Stadium, which Agreement will expire on December 31, 2003; and

WHEREAS, the City and the Club desire to enter into a new Use Agreement relating to the use by the Detroit Tigers and Lakeland Tigers of Joker Marchant Stadium and related facilities referenced herein, contingent upon the Facilities, as defined herein, being certified as a "facility for a retained spring training franchise" and the City being awarded funds, pursuant to §288.1182, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained and the further consideration of the payments required to be made by the Club to the City, it is mutually covenanted and agreed by and between the parties as follows:

1. Lease. The City does hereby permit unto the Club, its successors and assigns, the use of those certain premises located in Lakeland, Polk County, Florida, commonly known as Joker Marchant Stadium, which shall include the baseball field and grounds, grandstand, bleachers and seating facilities, clubrooms, shower rooms, offices, ticket offices locker facilities, press box, concession stands and equipment, and the facilities commonly known as Tigertown, which includes the John Fetzer Dormitory, Hangar No. 1, the cafeteria, the 5 1/2 baseball diamonds, and the administration offices (collectively referred to as the "Facilities").
2. Term. The term of this Use Agreement shall be for fifteen (15) years, commencing on January 1, 2001 and ending December 31, 2016, subject to the contingency set forth in Section 19, herein below.
3. Major League Team. The Club agrees to bring to the City each year of the term hereof a major league baseball team for its spring training and conditioning program, subject, however, to any restrictions or limitations which may occur or arise by virtue of war, travel restrictions, labor disputes, or the direction of the Commissioner of Baseball. The Club shall utilize its best effort to schedule at the Facilities a maximum number of games with other major league clubs during each spring training season.
4. Use of Premises. The Club shall have priority use of the Facilities during the entire months of February and March and during the first two (2) weeks in April in each year; provided, however, that such use shall not be exclusive and the City's Director of Parks and Recreation may schedule other events, including baseball games, when the use of the Facilities is not required by the Club or its affiliated farm clubs. The Club shall also have the right to



priority use of the Facilities for an additional period not to exceed one hundred and eighty (180) days during each year to conduct post-season training camps, summer clinics and try-out camps. The Club shall give the City's Director of Parks and Recreation (the "Director") not less than three (3) months' written notice of its intent to use same for such additional period.

Additionally, the Club shall have priority use of Joker Marchant Stadium on those dates and during those hours when regular season or play-off home games are scheduled for Lakeland, Florida by the Florida State Baseball League; provided, however, that such use shall not be exclusive and the Director may schedule other events, including baseball games, when the use of the premises is not required by the Club. The Club shall also have the right to priority use of the Facilities for dates reasonably necessary for practice sessions prior to or during the course of the regular baseball season and League play-off games.

In the event that the Club wishes to use the Facilities, in whole or in part, at times or for purposes not delineated above, the Club may request same in writing to the Director, who shall have the absolute discretion to approve or disapprove same, and to prescribe such terms and conditions as may be reasonable or necessary.

The City may use all or any part of the Facilities when not being utilized by the Club.

5. Maintenance and Repair. The City agrees to maintain the Facilities in first-class condition for use as a baseball park by the Club and visiting clubs, said condition to be reasonably approved by the Club, including, but not limited to, such lights and lighting equipment as the Club may determine is necessary for the playing of baseball games at night.

The City shall furnish at its own cost all necessary equipment, labor and materials in connection with the maintenance and repair of the Facility, with the exception of the following, which shall be at the cost of the Club:

- A. Overtime wages for any City maintenance employee working in excess of forty (40) hours per week, when such overtime is caused or requested by the Club and which wages shall be reimbursed to the City by the Club on a monthly basis upon invoice.
- B. All costs associated with employees utilized by the City for the purpose of maintaining the Tigertown baseball fields. To the extent that these costs are incurred in connection with hiring additional employees other than those that are regular employees of the City, said additional employees shall be temporary employees of the City for purposes of Worker's Compensation coverage, but shall not be participants in the City's group insurance plan.
- C. All actual costs incurred by the City in connection with furnishing labor and materials to maintain the Facilities during the optional one hundred and eighty (180) day period of additional use by the Club.
- D. All actual costs associated with annual operation and maintenance of the cafeteria and Fetzer Hall associated with the Club's use thereof, including equipment, with the exception of permanently installed equipment and fixtures.

- E. The repair of the Facilities occasioned by the negligent conduct of the Club, its agents and employees, reasonable wear and tear excepted. The Club shall also use its best efforts to protect the Facilities when being used and occupied by the Club and employ any necessary security personnel at its own cost and expense.

The City shall also furnish at its expense all utilities, including heat, water and hot water necessary for the club's use of the Facilities, except for gas, which shall be paid for by Club.

6. Obligations of Club. The Club agrees that the Club will furnish, at its cost and expense, all necessary baseball equipment, including batting cages. The City may use the batting cages during the periods that the Facilities are not occupied or used by the Club, provided that the City returns the equipment to the Club in as good condition as when received, or make reimbursement for the value thereof, except for normal wear and tear, damage from fire and acts of God. The Club shall also pay for such reimbursable items as the Club and the City may agree, such as cleaning supplies and equipment and materials specifically required for baseball operations.
7. Rights of Club. Subject to paragraphs 8 and 9, the Club shall have the exclusive right to and complete control of all ticket sales, concession operations, scorebook/program and sales of all novelties and souvenirs, field and stadium advertising, suite rental and service and all revenue derived therefrom. Placement of field and stadium advertising shall be at the discretion of the Club, subject to the approval of the Director of Parks and Recreation, which approval shall not be unreasonably withheld.
8. (a) Fees. Incidental to the use of the Facilities by the Detroit Tigers, the Club shall pay to the City a rental fee of fifteen (15%) percent of the following:
1. Gross ticket sales receipts from each exhibition game or other event by the Club for which an admission fee is charged.
 2. Gross sales receipts from the sale of all novelties, souvenirs, concessions and stadium advertising.
- (b) Incidental to the use of the Facilities by the Lakeland Tigers, the Club shall pay to the City a rental fee of:
1. Fifteen (15%) percent of gross sales receipts from the sale of all concessions, suite rentals and operations, souvenirs and novelties operations only.
 2. A fee equal to the greater of twelve (12%) percent of gross ticket sales, or \$120.00 per day game/\$160.00 per night game.
- (c) One dollar and fifty cents (\$1.50) per ticket stadium facility charge will be paid to the City and applied to relief of the loan until its obligation is met. At that time, this amount reverts to the Club.

All fees payable pursuant to Sec. 8.(a)1. and 2., 8.(b)1. and 2. and (c) shall be applied to relief of the loan until the obligation is met. The Club's total annual obligation for fees payable pursuant to this Section 8 for any calendar year shall not exceed \$300,000.00.

The term "gross receipts" shall be defined as gross sales proceeds, less deductions for any applicable state, federal or local taxes.

There shall be no payment required with respect to scoreboard/program receipts.

9. Annual Rent. The Club shall pay annual rental of Seventeen Thousand (\$17,000.00) Dollars for Tigertown to be paid prospectively on January 1 of each year, with a four (4%) percent discount if paid prior to due date. This amount of money will be placed in the special Tigertown improvements account to be used as directed by the Club for replacement and improvements of minor league facilities.
10. Payment: Except for the annual rent and overtime expenses which are paid quarterly, any and all payments required by this Agreement to be made by the Club shall be paid to the City together with a full and final accounting 30 days after the conclusion of the spring training season, the Lakeland Tigers season or other activity. Payment shall be made to the Parks and Recreation Director, City Hall, Lakeland, Florida, or such other person or office designated by the City in writing.
11. Insurance. The Club shall maintain adequate liability insurance, designating the City as a named insured, to protect the City from any liability arising from the use of the Facilities by the Club. The minimum limits of such policy of insurance shall be \$500,000.00 for injury to any one person; \$1,000,000.00 for injuries arising out of a single occurrence; and \$100,000.00 for property damage resulting from a single occurrence.
12. Damage or Destruction. In the event any of the Facilities shall be damaged by fire or other casualty and such Facilities shall have been insured against such loss by the City, then the entire proceeds of any such policy of insurance shall be paid to the City, free of any claim or right of the Club. The City shall have the right to restore or reconstruct any damaged or destroyed building or premises, and any reconstructed building shall become a part of the Facilities. In the event such portions of the Facilities are destroyed as to render the entire Facilities unsuitable in the Club's judgment for the Club's operation, the Club shall have the right to play elsewhere until such restoration or reconstruction is completed and, if the City neither reconstructs the premises within either 60 days or by October 30 immediately following the destruction, then, in either case at the Club's option, the Club shall have the right to terminate this Agreement by providing written notice and without further obligation or responsibility. In that event, the City shall refund to the Club on a pro rata basis any prepaid rents which may have been made prior to the date of termination.
13. Taxes. The Club shall be responsible for and pay any and all sales or other tax incidental to this Agreement. In the event that ad valorem taxes are assessed against the Facilities or any portion thereof as a result of the Club's use of same, the Club shall be responsible for its prorata portion of such taxes.
14. Termination. This Agreement may be terminated by either party upon material breach by the other party, upon thirty (30) days' prior written notice, certified mail, return receipt requested (deemed made upon receipt) and failure by the defaulting party to cure the same within said 30 days. In the event that the Club fails to cure any such breach and there remains an outstanding balance on the loan referenced in Section 8 hereof, the Club shall pay the City

\$10,000.00 as liquidated damages, which shall be the City's sole and exclusive remedy as a result thereof.

15. Option. The Club shall have the option to renew this Agreement for an additional term of ten (10) years by giving the City written notice of its intention to renew same not less than one (1) year prior to the expiration of the initial term hereof. The rental imposed during such renewed term shall be the amount agreed upon by the parties hereto prior to the commencement of the renewal.
16. Subcontractors. If any services permitted by this Agreement are subcontracted by the Club, any such subcontractor shall either be included as an additional insured under the Club's insurance policy, or shall file with the City a Certificate of Insurance evidencing compliance with Paragraph 11 hereof.
17. Agreement of City Regarding Revenue. The City agrees to take such action as is necessary under the laws of the State of Florida to plan and budget for receipt of a sufficient appropriation of funds to discharge its obligations hereunder; provided, however, if the City has not appropriated sufficient funds to enable it to discharge its obligations then, notwithstanding any other provision contained herein, this Agreement may be terminated effective upon expiration of the fiscal year in which sufficient funds were last appropriated to satisfy the obligations.
18. Assignability/Amendment. This Agreement shall be binding and inure to the benefits of the successors of each of the parties, but it is mutually agreed that this Agreement shall not be assigned by the Club to any person, firm or corporation without the written consent of the City, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing, no consent is required in the event that the Club sells its major league franchise rights, said sale is approved by Major League Baseball and the team continues to play its regular season baseball games in the Metropolitan Detroit area.

Any amendment to this Agreement shall not be effective unless in writing and approved by the Office of the Commissioner of Baseball.

19. Covenants Contingent. The parties expressly acknowledge and agree that the mutual covenants undertaken in this Agreement are contingent on presentation by the City to the club of a plan of project finance which includes irrevocable commitments and awarding of funds, pursuant to §288.1182, Florida Statutes, from the State of Florida, Polk County and the City of Lakeland, all of which, when combined with the obligations and undertakings elsewhere referenced herein, will provide sources of no less than \$9.5 million which are to be irrevocably committed to the project. This financing plan shall be subject to the approval of the club, which shall not be unreasonably withheld. Further, the club shall have approval of the renovation program for which the financing plan has been irrevocably committed, such approval not to be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below

DETROIT TIGERS, INC.

By: John McHale
Its: President-CEO

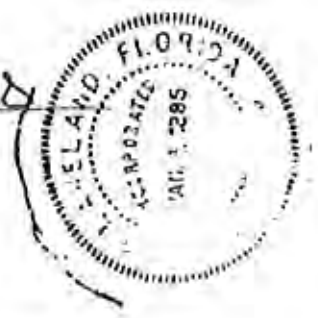
CITY OF LAKELAND, FLORIDA

By: Ralph L. Fletcher
Its: Mayor

The foregoing was subscribed and sworn to before me this 3 day of November 2000, by John McHale.

By: Kelly S. Koos
City Clerk

Margaret G. Gankich
Notary Public



(Seal)

Notary Public Stamp

Approved as to Form and Correctness:

By: Joseph P. Mawhinney
City Attorney

(Notary Public Seal)

EXHIBIT "C"

SPRING TRAINING FACILITY LEASE AND USE AGREEMENT

THIS SPRING TRAINING FACILITY LEASE AND USE AGREEMENT ("Lease") is made and entered into on this 16th day of January, 2015 ("Effective Date") by and between the **CITY OF LAKELAND, FLORIDA**, a municipal corporation existing under the laws of the State of Florida ("City") whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801, and the **DETROIT TIGERS, INC.** ("Tigers") whose address is Comerica Park, 2100 Woodward Avenue, Detroit, MI 48201-3470, hereinafter referred to as ("Parties"). The Lease Commencement Date as defined in Section 1 hereof is the 16th day of January, 2015.

WITNESSETH

WHEREAS, the City owns a Major League Baseball Spring Training stadium (the "Joker Marchant Stadium"), together with training facilities, 5.5 practice fields, clubhouse and offices, dedicated parking facilities and other appurtenances and improvements on the site known as the Tigertown site described on **Exhibit "A"** ("Site") attached hereto (collectively "Spring Training Facility" or alternatively "Leased Premises"); and

WHEREAS, the Spring Training Facility being referenced herein was developed and constructed by the City in compliance with all the terms and conditions of the "Spring Training Facility Development Agreement" ("Development Agreement") dated January 16, 2015, entered into by the Parties for the purpose of the planning, design, funding, and construction of the Joker Marchant Stadium Complex Improvements, as that term is defined in the Development Agreement all as set forth in the Development Agreement; and

WHEREAS, the Tigers, the sole owner of the Detroit Tigers professional baseball franchise, are willing to engage in Major League Baseball Spring Training in the City, conduct Minor League Baseball activities in the City and to Lease the Spring Training Facility for the Term as defined herein; and

WHEREAS, the Tigers desire to occupy the Spring Training Facility pursuant to this Lease commencing with the Spring Training Season for 2017; and

WHEREAS, the lease of the Spring Training Facility and its appurtenances by the Tigers will further improve and promote gainful employment and tourism within the City, provide an economic benefit to the City and generally enhance the economic prosperity of the City, Polk County, and the State of Florida and their residents; and

WHEREAS, the City, as the owner of the Spring Training Facility, has the legal authority to enter into this Agreement and the City Commission of the City of Lakeland finds that doing so is for a valid public purpose and is otherwise in the best interest of citizens.

NOW, THEREFORE, in consideration of the premises mutual covenants and promises herein contained, the Parties hereto agree as follows:

INCORPORATION: The above recitals are incorporated herein by this reference.

1. **TERM.**

This Lease shall become effective and the term of this Lease shall commence on the date on which the Tigers shall enjoy full beneficial occupancy of the Spring Training Facility ("Lease Commencement Date") following the construction of the Improvements, such Improvements more particularly set for on Exhibit "B", and shall extend for a period of twenty (20) years, thereafter (the "Term"). Lease Commencement Date is defined as the date on which the City delivers to the Tigers a facility that is substantially complete and for which a temporary or final official Certificate of Occupancy for the Improvements, has been issued by the City, entitling the Tigers to occupy and enjoy the full beneficial use of the full Spring Training Facility for its intended purposes. The Tigers shall have one (1) separate, consecutive ten (10) year option to extend the Term for a renewal term at its discretion and pursuant to the same provisions hereof. No later than one (1) year prior to the expiration of the Term, the Tigers shall give written notice to the City of its election to extend. During the Term, or any renewal term, the Tigers shall engage in regularly-scheduled Major League Baseball Spring Training and Minor League Baseball Activities exclusively in the City at the Spring Training Facility.

2. DEFINITIONS.

A. For the purpose of this Lease, the terms:

(i) "BOC" shall mean 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.

(ii) "Championship Season" shall mean the regular annual period of play of professional baseball games by the clubs of a professional baseball league, except as to the division series, the league championship series of Major League Baseball or the World Series, resulting in the determination of one of its members as the champion of that league or Major League Baseball.

(iii) "Commissioner" shall mean 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.

(iv) "Interlocal Agreement" shall mean that certain Interlocal Agreement between the City of Lakeland and Polk County dated November 15, 2013 and attached hereto as Exhibit "C".

(v) "Joker Marchant Stadium Complex" shall mean the Stadium and all facilities used for Baseball Activities.

(vi) "Lakeland Flying Tigers" shall mean the minor league baseball team owned and operated by the Tigers, and located in Lakeland, Florida.

(vii) "Major League Baseball" or "MLB" shall mean, depending on the context, any or all of (a) the BOC and each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Baseball Clubs acting collectively.

(viii) "Major League Baseball Club(s)" or "Major League Club(s)" shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

(ix) "Major League Constitution" shall mean 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 League 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.

(iv) "Major League Stadium" shall mean the Joker Marchant Stadium Complex.

(v) "Minor Leagues" shall mean the professional baseball leagues which are members of the National Association of Professional Baseball Leagues, Inc. Each such league is known individually as a Minor League.

(vi) "MLB Agency Agreement" means 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), as may be amended, supplemented or otherwise modified from time to time.

(vii) "MLB Approval" shall mean, with respect to the Major League Baseball 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) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

(viii) "MLB Entity" shall mean each of the BOC, Major League Baseball Enterprises, Inc., 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.

(ix) "MLB Governing Documents" shall mean 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, (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 MLB Agency Agreement.

(x) "MLB Rules and Regulations" shall mean (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.

(xi) "Person" shall mean any individual, trust, estate, partnership, joint venture, company, corporation, association, limited liability company, governmental authority or entity or any other legal entity or business or investment enterprise.

(xii) "Professional Baseball Agreement" shall mean that certain agreement of the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of

Professional Baseball Leagues, Inc., as the same now exists or may be amended, supplemented or otherwise modified from time to time or any replacement or successor agreement thereto.

(xiii) "Spring Training" shall mean the operations and activities of the Major League Clubs and the Minor League Clubs in training for the next Championship Season.

(xiv) "Spring Training Season" shall be deemed to include that time each year reasonably required for the preparation of the Leased Premises, planning for the start of Spring Training, for additional Minor League player training between the end of Major League Baseball Spring Training and the commencement of the Minor League Championship Season, and a reasonable period for the "winding down" of Spring Training activities by the Tigers.

(xv) "Spring Training Territory" shall mean, with respect to the Tigers, that territory (i) within the Tigers Home Television Territory, and (ii) with respect to spring training related rights and benefits set forth in this Lease, in and immediately surrounding the Leased Premises, immediately prior to, during or immediately after the period that the Tiger's Major League Baseball Spring Training games are played, in each case as and to the extent provided for in the MLB Agency Agreement as such territory may be amended from time to time pursuant thereto.

3. LEASED PREMISES.

In consideration of and pursuant to the covenants, agreements, and conditions set forth herein, the City does hereby lease, let, demise, and rent unto the Tigers, and the Tigers do hereby rent and lease the Spring Training Facility, particularly depicted on a Schematic Drawing labeled HKS drawing "Tiger Town/Joker Marchant Stadium Renovations dated May 21, 2014 and attached as Exhibit "D" ("Leased Premises") from City for the following purposes:

- A. Throughout the Term, on a year-round basis, the right to use the Leased Premises on an exclusive basis for any Major League and Minor League Baseball activities or operations, including without

limitation any player rehabilitation programs, player development activities, Instructional League activities and operations, and all other similar events related to the operations of Tigers professional baseball activities; (the foregoing Spring Training, Major League Baseball activities and Minor League Baseball activities collectively defined herein as "Baseball Activities").

- B. Throughout the Term, on a year-round basis, the right to use on an exclusive basis the offices, clubhouse area, the Practice Fields, and other locations (the "Tigers Exclusive Use Areas") as set forth on Exhibit "E" attached hereto and including any other areas on the Leased Premises that may be constructed or renovated following the date hereof which may be designated by the City and the Tigers as included in the Tigers Exclusive Use Areas, but in each case subject to the written approval of the City, which approval shall not be unreasonably withheld or delayed;
- C. Throughout the Term, on a year-round basis, the right to use the Leased Premises for the purpose of sponsoring or conducting non baseball activities, subject to the issuance of any required City permits generally applicable for such activities in the Major League Stadium, such as, by way of example only and without limitation, sponsoring or conducting musical concerts, theatrical performances, or any other event intended for general entertainment purposes ("Tigers Non- Baseball Event").
- D. During the Term and for so long as same has not been terminated by reason of a Tigers Default (as defined below), no professional baseball activities or baseball activities conducted by any organizations, other than Tigers Baseball Activities permitted in this Lease Agreement shall be permitted on the Leased Premises without the prior written consent of the Tigers and the City ; and
- E. Throughout the Term of the Lease, the Tigers shall be granted uninterrupted access to and egress from the Leased Premises and any other improvements from time to time located on the Leased Premises including, without limitation, access to and egress from all areas owned, licensed or otherwise controlled by the City that are reasonably necessary for the Tigers to exercise its rights and

perform its obligations under this Lease, subject only to any rights created by Florida law and to the right of the City during times declared by the State of Florida and the City to be a public emergency, to restrict access, egress and/or use of all or portions of the Leased Premises to serve as temporary staging areas or for such other purposes as the City declares necessary and expedient to protect the public's safety, health and welfare ("City Emergency Use").

4. PROJECT BONDS.

It is contemplated by the Parties that the City will issue Project Bonds ("Project Bonds"), in an amount not to exceed \$37,000,000, in order to finance the cost of the Improvements. In order to defease the Project Bonds, the City shall pledge certain non ad valorem revenues, as well as other revenue sources. The City relies on the proceeds pledged under the Tourist Development Tax commitment of Polk County as set forth in the Interlocal Agreement, as well as qualifying for funds made available to certified Applicants as defined by Fla. Stat. 288.11631 for the Retention of Major League Baseball spring training baseball franchises. The Tigers agree to make good faith efforts to assist and to, upon agreement, execute any documents reasonably necessary to facilitate the issuance of the Project Bonds, and to comply with the requirements of the Team in the Interlocal Agreement in addition to the requirements of Fla. Stat. 288.11631, et. seq.

- A. Modifications. The Parties recognize that a large portion of the Project Costs for the Spring Training Facility will be constructed with proceeds from the Project Bonds. Accordingly, the Parties agree to take reasonable steps to cooperate in resolving any issues raised to assist the City to qualify the Project Bonds for tax exempt status under federal tax laws, and to exercise its good faith efforts to provide all reasonable documents and/or modifications hereto necessary to accomplish the issuance of the Project Bonds. Notwithstanding the foregoing, the Tigers shall not be required to sign any documents or agree to any modifications that the Tigers determine will have a negative impact on their operations, use of the Spring Training Facility or income.

5. USE.

- A. During the Term, the Tigers shall be entitled to peacefully hold and enjoy the exclusive use of the Spring Training Facility for its Major League Baseball Activities and the uses permitted pursuant to Section 3 throughout the Term of the Lease without unreasonable interruption or interference by the City or any person claiming by, through and under the City, except (i) for the City's Emergency Use in accordance with the provisions of Section 3 and (ii) to the extent that concurrent rights to use the Leased Premises may be exercised or granted to others by the City hereunder in accordance with the provisions of this Section 5. The City has the right to use the Leased Premises (excluding the Tigers Exclusive Use Areas) for any City Event. "City Event" shall mean those events sponsored and conducted by the City, following authorization by the Tigers, so long as (a) such use would not interfere with the Tigers Baseball Activities and/or (b) such use would not negatively impact the condition of any playing field on the Leased Premises such that the field condition would no longer meet Major League Baseball standards, and/or (c) such use would not interfere with Tigers Exclusive Use Areas. In any case, the City shall notify the Tigers in writing no less than thirty (30) days prior to any such use and the Tigers shall have a right of first refusal to conduct and manage the event. The Tigers may, in the exercise of their reasonable discretion, object to the use, and/or determine that such use would negatively impact the condition of any playing field on the Leased Premises such that the field condition would no longer meet Major League Baseball standards. If the Tigers deliver a written notification to the City setting forth the reasons for its objections, the City agrees it will not use the Leased Premises for the City Event.
- B. The Tigers shall advise the City of its intended Spring Training Season schedule as soon as practicable each year following the confirmation of such schedule to enable the City to schedule events on the Leased Premises. Subject to having been made available to the Tigers by Major League Baseball, no later than November 15 of

any year during the Term, and subject to additional changes required by Major League Baseball, the Tigers shall furnish the City with its final Spring Training exhibition game schedule and any extended use requirements, if any, for the upcoming year.

- C. In connection with use of the Leased Premises for City Events, in no event shall the City use any Tigers property or equipment without the express written consent of the Tigers. The City shall promptly repair or replace any damaged property or equipment owned by the Tigers or its concessionaire if such damage resulted from the City's use or any other third party's use of the Leased Premises to the extent such third party use was authorized or permitted by the City or resulted from the City's negligence.
- D. The Tigers shall serve as the primary scheduler and booking authority for all events at the Major League Stadium and practice facilities. In the event the Tigers wish to use the Major League Stadium for a Tigers Non-Baseball Event outside of a Spring Training Season, the Tigers shall give the City reasonable written notice thereof. If the proposed date of any such proposed Tigers Non-Baseball Event conflicts with a previously scheduled City Event, the City agrees to give consideration to the Tigers request to hold such Tigers Non-Baseball Event. However, the City shall have the exclusive right to allow or not allow the Tigers to use the Major League Stadium for its proposed Tigers Non-Baseball Event.
- E. In the event that the Tigers use the Major League Stadium for a Tigers Non-Baseball Event, the Tigers agree to pay for any physical modifications or necessary restoration to the Major League Stadium to accommodate the Tigers Non-Baseball Event, security, equipment, utility, costs, royalties, fees for performers, advertising and promotional costs.

6. GAMES PLAYED.

The Tigers will play each and every one of its regularly scheduled Spring Training home games exclusively at the Spring Training Facility. Such exclusivity shall not include any exhibition games scheduled to be played by

the Tigers following the conclusion of the Major League Baseball Spring Training schedule and prior to the immediate ensuing Major League Baseball Championship Season, or any game approved by the BOC to be played at an independent site where the Tigers shall be designated as the "Home Team" for the purpose of that game.

7. TICKET SALES.

The Tigers shall set the Spring Training and Tigers Non-Baseball Events ticket prices, shall manage all ticketing operations, including ticket sales ("Ticket Sales") for Spring Training games, Minor League games, and Tigers Non-Baseball Events, and shall be entitled to receive the Gross Revenues From Ticket Sales collected by the Tigers on an annual basis during the Term. All Gross Revenues From Ticket Sales shall be the sole and exclusive property of the Tigers, unless otherwise specified herein.

- A. For purposes of this Lease, "Gross Revenue From Ticket Sales" shall mean the total gross revenues from Ticket Sales less any taxes or charges imposed by any governmental, regulatory or taxing authority generally included in the gross price of the ticket to the purchaser and required to be remitted by the Tigers to the governmental, regulatory or taxing authority and the portion of such receipts from Spring Training game Ticket Sales payable to a visiting Major League Club.

8. PARKING PROVISIONS.

- A. The City agrees to provide, or cause to be provided, an adequate number of parking spaces to be located within one-half (1/2) mile radius of the Major League Stadium. The parking plan shall be subject to change at the discretion of the City subject to the approval of the Tigers, such approval not to be unreasonably withheld. In the event the City plans to reconfigure the parking plan in any material fashion from the configuration existing on the Effective Date, the City shall deliver to the Tigers, for the Tigers approval (not to be unreasonably withheld), the proposed revised parking plan at least ninety (90) days prior to the start of the applicable Spring Training Season.

- B. Except as may be otherwise agreed by the Parties in writing, the City reserves the right to operate the parking, and collect and retain all parking fees and related revenues derived from any and all activities conducted at the Spring Training Facility throughout the Term. The City shall be entitled to retain gross parking revenues which are derived from any event or activity undertaken at the Spring Training Facility.
- C. The fees to be charged for all parking at the Spring Training Facility shall be determined by the City, in consultation with the Tigers, and shall be referred to as "Gross Parking Revenues". The Parties shall meet and confer on any intended changes to parking fees.
- D. All public parking areas located at the Spring Training Facility shall be managed and operated exclusively by the City throughout the Term. On an annual basis the City shall remit to the Tigers 20% of all Gross Parking Revenues, for all events that include use of the Major League Stadium along with a written accounting of all such parking revenues (the "Year End Statement").
- E. **Audit Right.** Provided that the Tigers notify the City in writing on or before the date which is Ninety days (90) days after Tigers' receipt of the Year End Statement of Tigers' intention to conduct an inspection or audit, Tigers and/or Tigers' designee may inspect or audit City's records relating to Gross Parking Revenues for the year that is the subject of such Year End Statement. If such inspection or audit reveals that an error was made in the calculation of Tigers' share of Gross Parking Revenues previously allocated to the Tigers, then the City shall make up to Tigers any underpayment of any such amounts. Tigers shall pay the cost of such audit or inspection unless the results thereof reveal that City understated by five percent (5%) or more the amount of Gross Parking Revenues, in which case City shall pay the cost of such audit or inspection.

9. **CONCESSIONS.**

The Tigers or its designee(s) shall control the sale of all foods, beverages, merchandise, novelties and logo items mentioned below and the like (commonly called "Concessions") on the Leased Premises. The

Tigers shall be free to contract with a third party to operate such concessions on terms and conditions approved by the Tigers in its sole discretion, so long as the Tigers cause such third party(ies) to conduct such concession operations in accordance with applicable State Laws, City ordinances and regulations pertaining to health and safety standards applicable to the sale of food and beverages to the general public. No tobacco products may be sold.

- A. The Tigers agree to consult periodically with the City concerning concession and advertising prices. The Gross Revenues From Concessions shall be the sole and exclusive property of the Tigers. "Gross Revenues From Concessions" shall mean total concession revenues from all operations on the Leased Premises, including, but not limited to Spring Training operations, less all taxes and charges imposed by any governmental, regulatory, or taxing authority.
- B. The Tigers, or its designee(s), may, during the Term, publish and sell or dispense scorecards, yearbooks and novelty items carrying the logo or marks of the Tigers or of any other Major League Baseball Club on the Leased Premises. The revenues derived from such logo items, scorecards and yearbooks, shall be included in the calculation of Gross Revenues from Concessions.
- C. The Tigers, or its designee, shall be responsible for paying all costs and expenses of concessions operations. As the concessionaire, the Tigers or its designee shall operate the concessions in a manner consistent with applicable industry standards for comparable concession operations, including providing a sufficient number of properly trained concession personnel to provide the concessions to those attending all events held at the Leased Premises. In addition, the Tigers agree to provide (or cause to be provided) a reasonable selection of quality items for purchase by those attending all events at the Leased Premises.
- D. The City shall notify the Tigers of any City Events for which it desires that the Tigers provide concessions operations no less than fifteen (15) business days prior to the date of such City Event. Except as may be otherwise agreed by the Parties in writing, the

Tigers will provide such operations for any such City Event requested by the City. The Tigers will negotiate and remit a reasonable percentage of net revenues from concessions to the City.

- E. The City shall purchase and maintain, in good working condition, the fixtures which shall be defined as those pieces of equipment and apparatus that are permanently attached and as may be further identified in final Construction Drawings approved by the Parties.
- F. The Tigers or its designee shall purchase and maintain all equipment reasonably necessary for the operation and sale of concessions for Spring Training events held at the Leased Premises during the Term. Concession equipment and all other equipment acquired by the Tigers (or its designee) shall be the property of the Tigers (or its designee) both during and after the Term. The City acknowledges and agrees that all concessions equipment on the Leased Premises as of the commencement of the Term hereof belongs to the Tigers or its designee.
- G. The Tigers shall maintain standards of cleanliness and product quality consistent with general industry standards and applicable license laws and regulations for comparable concession operations conducted at a Major League Spring Training Facility. The Tigers shall consult annually with the City as to these issues and pricing, and shall give due consideration to the views of the City regarding these issues.

10. MESSAGE/CENTER/BILLBOARD ADVERTISING/SPONSORSHIP/NAMING RIGHTS.

- A. All revenues received from all advertising, promotions or sponsorships, billboard signage (i.e., outfield fence, concourses and other advertising signage collectively "Advertising Inventory" subject to approval by the City, advertising rights and, without limitation, all rights with regard to the naming of the Spring Training Facility or any part thereof shall be the property of the Tigers, subject to the provisions of this section. Naming rights shall not be subject to termination by the City until the expiration of this Lease and any extensions thereof. Revenue derived from naming rights shall be

shared. If the Tigers are the procuring cause for acquiring a naming sponsor, the revenue shall be shared with 75% share to the Tigers and 25% share to the City. If the City is the procuring cause for acquiring a naming sponsor, the revenue shall be shared with 50% share to the City and 50% share to the Tigers. In the event there are competing offers on the naming rights with similar economic terms the Tigers shall have the right to select the sponsor.

- B. The Tigers shall have the right to sell message center advertising. In no event may either party sell any message center advertising to an entity if the sale of such advertising would cause the Tigers to breach any exclusivity granted to a naming rights or presenting sponsor. The Tigers agree that they will not allow advertising of any products deemed inappropriate by the City.
- C. The Tigers shall provide all reasonable and necessary maintenance and repair of the electronic scoreboard system in a manner acceptable to the City. If required, the City will assist in providing access for trained and qualified technicians.
- D. The City shall use all reasonable, lawful and permissible efforts to assist the Tigers in obtaining any and all permits or licenses required under the laws or regulations of any governmental authority and necessary for the scoreboard message center and billboard or fixed signage advertising. The City shall also not act unreasonably to withhold or delay its approval of any such permits or licenses required under its laws or regulations.

11. FEEES FROM THIRD PARTIES AND MISCELLANEOUS REVENUE.

Except for approved City Events, the Tigers shall be entitled to retain any and all fees from third parties for the use of the Spring Training Facility during the Term, as well as any other moneys, without limitation, generated pursuant to other activities not enumerated herein. Use of the Spring Training Facility by other entities shall be subject to an agreement by and between any such entity and the Tigers on terms determined by the Tigers, subject to approval by the City, which shall not be unreasonably withheld or delayed. The Tigers acknowledge and agree that Polk County Sports Marketing is entitled to up to nine (9) event days at the Spring Training

Facility and agree to cooperate to schedule and facilitate such events.

12. LEASE PAYMENTS.

As consideration for this Lease and as rent due to the City for the lease of the Leased Premises to the Tigers, the Tigers agrees to pay to the City a guaranteed, base annual lease payment in the amount of Three Hundred Thousand Dollars (\$300,000.00) ("Base Annual Rent") beginning June 1, 2017 and on each anniversary thereof during the Term.

A. **Management Services Fee:** In addition to the rent, as a service fee, the Tigers shall pay to the City Two Hundred Thirty Thousand dollars (\$230,000.00) annually as a Management Services Fee. The Management Services Fee shall be increased every five (5) years by the percentage change in the CPI-U, US City Average, all items not seasonally adjusted 1982-1984 = 100 base year. The City shall be responsible for payment of the Florida Sales Tax of such amount in accordance with Fla. Stat. 212.031 as it may be amended, revised or re-numbered from time to time.

13. BROADCASTING.

The Tigers shall retain any and all broadcasting and television rights for any games played by the Tigers (or any Tigers Minor League affiliate) at the Major League Stadium.

14. OPERATING MAINTENANCE AND CAPITAL IMPROVEMENTS.

A. OPERATING MAINTENANCE.

(1) Throughout the Term and except as otherwise expressly provided herein, the City shall, at its sole expense, provide all cleaning, repair and operational maintenance services for the Leased Premises including without limitation the Major League Stadium and practice fields, in conformity with Major League Baseball standards and otherwise consistent with the maintenance standards and practices adhered to by the City in

connection with its maintenance of Joker Marchant Stadium, to the same standard as prior to the Effective Date. For purposes of this Lease Agreement, cleaning, repair and operational maintenance services shall mean those ordinary cleaning, maintenance and repair services necessary to keep the premises in a first-class, and good working and playing condition and are the ordinary and recurring expenses for current repair and maintenance that do not improve an asset or add to its useful life, including, without limitation, painting, waterproofing and any expenditures that would otherwise be treated as capital expenditures in accordance with generally acceptable accounting principles but become necessary as the result of the City's failure to conduct appropriate operational maintenance services or from ordinary wear and tear. The City shall repair and maintain the exterior of all buildings to include building envelope, painting, roofs, and other exterior maintenance. The City shall also repair and maintain interior electrical, plumbing, and HVAC systems as needed.

- (2) The Leased Premises shall be maintained by the City pursuant to the terms of this Lease and in accordance with Major League Baseball standards, generally. The maintenance of the athletic fields located at the Leased Premises shall include, without limitation, fertilization, irrigation, weed and vegetation control, and pest control shall be done after normal game and practice hours to ensure minimum interruption with Tigers Baseball Activities.
- (3) The Tigers shall be responsible for providing janitorial services, to include paper products for the portion of the facility used exclusively by the Tigers ("Tigers Exclusive Use Areas"). The City will provide clean-up services for the Spring Training Stadium.
- (4) In connection with City Events and any city emergency use, the City shall, at its sole expense, provide all clean up, repair and operational maintenance services for the Leased Premises and shall restore the Leased Premises to the same condition as it was prior to any such City Event.

- (5) The City shall furnish at its own cost all necessary equipment, labor and materials in connection with the maintenance and repair of the Facility, with the exception of the following, which shall be at the cost of the Tigers:
 - a. Overtime wages for any City maintenance employee working in excess of forty (40) hours per week, when such overtime is caused or requested by the Tigers and which wages shall be reimbursed to the City by the Tigers on a monthly basis upon invoice.
 - b. All costs associated with employees utilized by the City for the purpose of maintaining the Tigertown baseball fields. To the extent that these costs are incurred in connection with hiring additional employees other than those that are regular employees of the City, said additional employees shall temporary employees of the City for purposes of Worker's Compensation coverage, but shall not be participants in the City's group insurance plan.

B. CAPITAL IMPROVEMENTS.

- (1) The City and the Tigers shall establish an account (the "Capital Improvements Fund") for mutually agreed upon capital improvement projects to benefit the Leased Premises. No later than April 1 of each calendar year during the Term, the City and the Tigers shall contribute funds to the Capital Improvement Fund in accordance with the schedule of contributions to the Capital Improvement Fund as set forth in the attached Exhibit "F".
- (2) The City shall be responsible for and undertake capital improvements to the Leased Premises in accordance with the terms herein and in conformity with high quality industry standards. For purposes of this Lease Agreement, "Capital Improvements" shall mean those improvements that restore an asset or add to its useful life, or relate to assets having a useful life of more than twelve (12) months, in accordance

with generally accepted accounting principles, but shall expressly exclude capital expenditures to concession and novelty equipment, portable concession units, and equipment owned solely by the Tigers. The City shall only undertake those Capital Improvements that have been approved by the Tigers in writing.

- (3) Fetzer Hall Remodel. The City shall remodel and upgrade Fetzer Hall in a manner to be determined by the Parties. ("Fetzer Project"). The City shall, in 2017, fund \$400,000 for remodel design costs. In 2018, the City shall contribute up to an additional \$3,600,000 for construction. The City's obligation for the Fetzer Project may be delayed at the discretion of the Tigers. In the event that the actual costs of the Fetzer Project are less than \$4,000,000, the City shall contribute the difference between \$4,000,000 and the actual Fetzer Project costs toward their capital contribution requirement; provided however that this provision shall be the City's only obligation with regard to Fetzer Hall. The funds for the Fetzer Project shall not come from the Project Bond funds.

15. FIXTURES.

Throughout the Term, the City shall be solely responsible for providing all fixtures necessary to operate the Leased Premises for purposes contemplated herein except as expressly provided herein with respect to telephones, concession, novelty and all baseball related equipment. In addition, the City shall be responsible throughout the Term for the cost of replacing any fixtures not in good and working order, for which they are responsible and consistent with their obligation under Section 14.

16. TOURIST PROMOTION.

The Parties hereto expressly recognize and agree that the City is undertaking substantial financial responsibility to induce the Tigers to continue their use of the Leased Premises for Spring Training. The City and the Tigers agree to develop an ongoing promotional partnership for the purpose of promoting the City of Lakeland and Polk County, as well as promotion of the Tigers Spring Training games and ticket sales

thereof. Accordingly, the Tigers agree to cooperate in good faith with the City in its effort to promote the development and success of Major League Baseball activities in the area. The Tigers shall endeavor in good faith effort to cause personnel and players to participate in a reasonable number of cooperative activities involving the promotion and development of professional baseball in the City during Spring Training.

A. The Tigers shall provide the City and Polk County with advertising and promotional opportunities to be agreed upon by the Parties during each year of the Term:

- (1) The City shall be entitled to one (1) event prior to a Tigers home game at Joker Marchant Stadium, which shall include game tickets and food and beverage service for eighteen (18) guests. The date of such event shall be mutually agreed upon by the Parties but subject to availability as determined by the Tigers in its sole discretion.
- (2) The Tigers will provide the City at no charge the use of a suite (including complimentary parking passes for suite attendees) at the Major League Stadium ("City Suite") for one (1) Major League Spring Training Game to help the City promote tourism, economic development and community goodwill.
- (3) In consideration of the benefits provided herein, the Tigers shall provide the City, at no charge, with fourteen (14) admission tickets (or such other lower number for any game as are actually requested by the City) for each Spring Training game to be used by the City for purposes of promoting City tourism, economic development and/or community goodwill, the location of which shall be at the discretion of the Tigers.
- (4) The Tigers shall give reasonable consideration to providing a limited number of additional Spring Training admission tickets to the City for their business and promotional use.

B. The City shall use reasonable efforts to promote the presence of the Tigers baseball operations by all reasonable methods

incidental to regular tourist promotional activities conducted by the City. In addition, the City shall use reasonable efforts to promote ticket sales for Tigers events at the Major League Stadium. The City's promotion of the Tigers shall be limited to the Spring Training Territory of the Tigers.

- C. The Tigers and the Polk County Visitors and Convention Bureau shall meet on or before November 1st of each year throughout the Term for the purpose of finalizing a mutually beneficial promotional campaign to be jointly undertaken.
- D. The Tigers agree that in connection with Tigers Baseball Activities, it shall make a good faith reasonable effort to rent or encourage visitors to the Spring Training Facility to rent hotel rooms and overnight accommodations from businesses located within the City that are subject to the City Tourist Development Tax.

17. SERVICES AND PERSONNEL.

- A. The Tigers (or its designee) shall hire and be responsible and pay for concession, ticketing, advertising, and other personnel necessary to service patrons attending: (1) the Tigers Spring Training games (2) Tigers Baseball Activities, and (3) Tigers Non-Baseball Events presented at the Major League Stadium. Such personnel shall include, but are not limited to, ushers, ticket takers, concession workers, first aid attendants, parking attendants, hired by the Tigers, and other related personnel. The Tigers personnel shall be responsible for maintaining their respective work areas in a neat and orderly fashion.
- B. The City shall provide police/security protection inside and outside the Stadium for Spring Training events during the Term of this Lease Agreement or any renewal terms, in accordance with Major League Baseball requirements. For Tigers Non-Baseball Events and for City Events, the party who sponsors such event shall provide security for such event.
- C. At all times during Spring Training, the Tigers shall be responsible for providing its own private security personnel to staff the Tigers

Exclusive Use Areas.

18. VIOLATION OF LAWS.

- A. The Tigers shall pay all lawful taxes, assessments, licenses and charges on its operations, and on goods, merchandise, fixtures, appliances, equipment and property owned solely by the Tigers and located on or about the Leased Premises (the "Tigers Assets"). Should any improvements to the Tigers Assets made by the Tigers become subject to taxes, the Tigers agrees to pay any and all lawful taxes, assessments or charges which at any time may be levied by any federal, state, City, city or any tax or assessment levying body (i) against the Tigers, (ii) upon the Leased Premises; (iii) upon any interest in this Lease or any possessory right which the Tigers may have in or to the Leased Premises, or (iv) in the improvements thereon by reason of the Tigers use or occupancy thereof. Any leasehold improvements shall immediately become property of the City for its public use.
- B. The Tigers shall not in any manner, directly or indirectly, violate the laws, ordinances, rules or regulations of any federal, state, City, city or other governmental authority or agency in connection with the use and occupancy of the Leased Premises under the terms of this Lease.

19. TIGERS ALTERATIONS.

- A. During the terms of this Lease, The Tigers shall not make any permanent alterations or permanent additions to the physical structure of the Leased Premises without first requesting and obtaining written approval from the City, which approval shall not be unreasonably withheld. The Tigers shall repair or cause to be repaired, any damage to the structures, water apparatus, electric lights, or any fixtures, appliances, furniture, lockers or other appurtenances of said premises, which damages result from any gross negligence or willful misconduct of any of the Tigers, its assigns, agents or employees, and to pay, or cause to be paid to the City, the costs for all reasonable and necessary repairs arising from such gross negligence or willful misconduct; provided, however, that, damage

by the natural elements or ordinary wear and tear shall in no event be the responsibility of the Tigers.

- B. Upon the termination of this Lease, the Tigers shall return to the City all equipment and personal property of the City in the exclusive possession of the Tigers, its assigns, agents or employees. All such equipment and property shall be in good condition, subject to ordinary wear and tear, damage by the natural elements or damage caused by parties other than the Tigers, its agents, assigns or employees.
- C. Immediately prior to and following Spring Training during each year of the Term, the City and the Tigers shall jointly perform an inspection of the Leased Premises that shall include an inventory of all equipment and personal property of the City and the Tigers thereon.

20. UTILITIES.

Utilities shall be paid for the facilities with responsibility for their payment as set forth in Exhibit "G". Except as provided therein, the City shall be responsible for the cost of all utilities with respect to the Leased Premises, including but not limited to, electricity, water, sewage, and trash removal that are not billed directly to the Tigers. Notwithstanding the foregoing, the Tigers shall reimburse the City for electrical costs incurred to provide field lighting for any evening games played by the Tigers at the Major League Baseball Stadium during the Term to include Minor League games, and shall be responsible for electricity charges related to the Tigers Exclusive Use Areas. The Tigers will be responsible for the installation and maintenance of all telephone hardware and equipment. All utilities shall be separately metered or allocated between the Tigers and the City in a manner that is acceptable to both parties.

21. OPERATIONS.

The Parties hereby agree that the exclusive use of the Leased Premises by the Tigers during the Spring Training Season includes operational jurisdiction over the various service providers, subcontractors, and other persons or entities who may be involved or working at the Leased

Premises, but shall not include operational jurisdiction over any City employees unless expressly agreed by the Parties. Accordingly, the Tigers shall manage the agreed upon operations for the Spring Training games, including ticket sales and distribution of tickets. The Tigers will endeavor in good faith to cooperate with other parties using the Leased Premises, including the City, when managing personnel on the Leased Premises during the Spring Training Season.

22. ASSIGNMENT/SUBLEASE.

The rights granted to the Tigers pursuant to this Lease shall not be assigned, except with the prior written consent of the City; provided, however, that any assignment or transfer pursuant to the sale of all or substantially all of the assets and/or ownership interest of the Tigers shall not require City's consent hereunder.

The City shall also have the right to approve any sublessee or sublease agreement, which subleases all or part of the Major League Stadium provided that such approval shall not be unreasonably withheld or delayed.

23. TAXES.

The City represents that (1) as of the date hereof, it has and shall continue to have throughout the Term, all ownership interests in the Leased Property, (2) as such, has the full authority to grant the Tigers the rights provided hereunder, and (3) this Lease has been entered into for the public purpose of promoting tourism, gainful employment and economic growth in Lakeland and the State of Florida. It is the intent and understanding of the Parties that the leasehold interest held by the Tigers pursuant to this Lease shall be exempt from ad valorem taxation pursuant to Chapter 198.199, Florida Statutes. If, for any reason during the Term, all or any portion of its leasehold interest or other rights or benefits held by the Tigers under this Lease becomes subject to ad valorem taxation, such tax shall be paid by the City as provided by law.

24. HOLD HARMLESS/INSURANCE.

- A. Subject to the limitations as set out in Fla. Stat. 768.28 and Fla. Stat. 252.51, the City shall indemnify, defend, and hold harmless the Tigers and the members, partners, officers, employees, affiliates,

representatives and agents for the Tigers (the "Tigers Indemnified Parties"), from and against any and all claims, actions, damages, liability, costs and expenses, including reasonable attorneys' fees and court costs, arising out of the use, maintenance or operation of the Leased Premises by the City or any of its designees, approved third party lessees, agents, employees, or contractors, or arising out of the actions, omissions to act, or negligence of the City or any third party using the Leased Premises with permission from or the approval of the City in accordance with its rights hereunder, or the City's breach of any representation, warranty or agreement with the Tigers including, but not limited to, bodily injury, death and/or property damage or any other lawful expense. The City agrees to defend all actions to which such indemnity applies and to conduct the defense thereof at the City's sole expense and by the City's counsel, which counsel shall be satisfactory to the Tigers, but such approval shall not be unreasonably withheld or delayed. The City may not settle any suit, action or claim to which an indemnification obligation applies without the prior written approval of the Tigers, which approval shall not be unreasonably withheld or delayed.

- B. The Tigers shall indemnify, defend, and hold harmless the City from and against any and all claims, actions, damages, liability, costs and expenses, including reasonable attorney 's fees and court costs (collectively, "Claims"), to the extent such Claims arise out of the use of the Leased Premises by the Tigers or any of its agents, employees, or contractors (the "Tigers Parties") or to the extent such Claims arise out of the actions, omissions to act, or negligence of the Tigers or any third party using the Leased Premises for professional baseball activities or related events with permission from or the approval of the Tigers in accordance with its rights hereunder, or the Tigers' breach of any representation, warranty or agreement with the City including, but not limited to, bodily injury, death and/or property damage or any other lawful expense. The Tigers agree to defend all actions to which such indemnity applies and to conduct the defense thereof at the Tigers sole expense and by the Tigers counsel. The Tigers may not settle any suit, action or claim to which an indemnification obligation applies without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

C. The Tigers shall maintain insurance with a company or companies reasonably acceptable to the other, which company or companies shall have at least an AM Best rating of A-. The Tigers agree to maintain insurance policies as follows:

- (1) Workers' compensation insurance in an amount not less than is required by Florida law, including Employers Liability with limits of \$1,000,000 per employee for Bodily Injury by disease and \$1,000,000 aggregate for Bodily Injury by disease.
- (2) Commercial general liability insurance with a limit of \$5,000,000.00 or such other greater amount as the Tigers shall determine is reasonably prudent; and Automobile Liability insurance covering all owned, non-owned and hired autos with limits of \$5,000,000 per accident. These limits may be evidenced by any combination of primary and excess coverage.
- (3) The Tigers shall name the City as an additional insured on all commercial general liability insurance policies as required herein. Such additional insured coverage shall be subject to and limited to the Tiger's indemnity obligations set forth in Para. 24(B). The Tigers shall issue certificates evidencing such insurance policy to the City no less than thirty (30) days prior to Spring Training each year.

D. The City of Lakeland is a municipal corporation organized and existing in accordance with the laws of the State of Florida and is a qualified self-insured entity in accordance with Florida law. For policies subject to a self-insured retention, the City shall remain responsible (i.e., contractually liable) to the same extent that an open market insurance carrier would be if self-insurance had not been used. The City of Lakeland will maintain coverage as more specifically provided below:

- (1) Fire, theft and comprehensive coverage for vehicle and equipment damage. This pertains to both City owned as well as that which is owned by others but are under the control and custody of this City through contract or other such formal agreement.
- (2) Comprehensive General Liability covering claims for both bodily

injury and property damage exposures for which the City may be deemed liable. The coverage is \$1,000,000 per occurrence with a \$3,000,000 policy aggregate. Excess liability covering multiple perils is \$4,000,000 per occurrence and \$4,000,000 policy aggregate.

- (3) Business Automobile Liability for both bodily injury and property damage exposures for which the city may be deemed responsible. This includes any vehicle being operated under the direction of the City of Lakeland. Auto Liability covers all owned, non-owned and hired vehicles with limits of \$1,000,000 per occurrence.
- (4) Workers' Compensation coverage including Employers Liability as required by the State of Florida. In addition the City carries an umbrella policy from its excess Workers Compensation carrier for \$1,000,000 per employee.
- (5) The City shall name the Tigers as an additional insured on all Comprehensive General Liability and Excess coverage as required herein and the City shall issue certificates evidencing such coverage to the Tigers no less than thirty (30) days prior to Spring Training each year.
- (6) The City shall provide all risk property insurance including windstorm and flood for the full replacement value of the Joker Marchant Stadium Complex.

25. FIRE OR OTHER CASUALTY.

- A. The City shall insure the Leased Premises against damage or destruction by fire or other casualty under an all risk property form applicable to the Leased Premises. The City shall ensure that the Leased Premises are covered for 100% replacement value. If any part of either of the Leased Premises is damaged or destroyed by fire or other casualty insured under the all-risk property form applicable to the Leased Premises, and the Leased Premises are unavailable for more than one (1) Spring Training Season, then the Tigers may terminate this Lease by written notice to the City within one hundred twenty (120) days

after the later date of such damage or destruction or unavailability of the Leased Premises, is known by the Tigers. In the event the Tigers elect to terminate the Lease, each Party shall be entitled to the proceeds of any insurance it has procured, there shall be an abatement of all monies due hereunder, and the Tigers shall be entitled to 50% of any Capital Improvements Fund available as of the date of such damage or destruction. Upon payment of any sums then owing by either Party to the other, the Parties shall be released from all future liability hereunder except for liability under the indemnity provisions hereof, which shall survive termination of this Lease. The Tigers shall provide Fire Legal Liability for damages by fire to the Leased Premises occupied exclusively by the Tigers in the amount of \$100,000.

- B. If the Tigers do not elect to terminate this Lease as a result of damage, destruction or unavailability of either of the Leased Premises, then at its expense, the City shall restore the Leased Premises to as good as condition as existed immediately prior to the damage or destruction and the Tigers shall not be released from any obligations hereunder except that there will be a release from all monetary payments due hereunder for the period of unavailability.
- C. If either of the Leased Premises is damaged or destroyed by fire or other casualty and the Leased Premises are unavailable for less than one Spring Training season during the Term, the City shall promptly repair and rebuild the Leased Premises. In such event, all Tigers obligations hereunder shall be suspended during the period of time for which the Leased Premises are unavailable.
- D. If during any period the Leased Premises are unavailable, the Tigers must find an alternative location for Spring Training, the City shall make reasonable efforts, if requested by the Tigers, to secure a temporary, substitute Spring Training Facility for the Tigers, which satisfies the reasonable needs of the Tigers to conduct Spring Training activities.
- E. Except to the extent provided for in this paragraph or elsewhere in this Lease, neither the monies payable by the Tigers nor any of the Tigers other obligations under any provisions of the Lease shall be affected by any damage to or destruction of the Leased Property by any cause whatsoever.

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

26. **DISPUTE RESOLUTION.**

- A. The Parties agree to attempt to settle any dispute or controversy that may arise between the Tigers and the City regarding any provision or obligation set forth in this Lease by mediation. A mediator will be selected by the parties who will endeavor to resolve in a mutually satisfactory way, any such dispute or controversy in accordance with the laws of the State of Florida. The Party desiring the mediation shall give written notice thereof to the other Party specifying the specific question or questions to be mediated.
- B. If a mediator is unable to satisfactorily resolve the question or questions to be mediated within sixty (60) days of commencing the mediation, the Parties agree to then submit the question or questions to resolution by binding arbitration conducted in accordance with applicable Commercial Arbitration Rules of the American Arbitration Association ("AAA") or such other process upon which they may agree, then in effect.
- C. The arbitration shall be expedited to completion within ninety (90) days after notice of electing to arbitrate sent by one Party to the other Party. Both Parties shall agree in good faith to cooperate and facilitate the completion of the arbitration within said ninety (90) day period.
- D. In the event the Parties are unable to agree on a single arbitrator within thirty (30) days of the notice of electing to arbitrate, each Party shall within ten (10) business days thereafter select an arbitrator from a panel of eligible arbitrators provided by AAA and thereafter the two selected

arbitrators shall select a third arbitrator.

- E. If the arbitrator (or if a panel is selected) feels that he or she requires input from third party consultants, the arbitrator shall be entitled to hire any such consultant provided that such consultant is unbiased and has no relationship with either Party . The cost of the arbitration, including all fees and expenses of the arbitrator, shall be borne or apportioned in accordance with the award of the arbitrator.
- F. Discovery in the arbitration will be conducted in accordance with the Florida Rules of Civil Procedure.
- G. After all the evidence has been presented and the hearing has concluded, the arbitrator shall issue an award within thirty (30) days. A judgment upon that award shall be enforceable in any court having jurisdiction of such matters in the State of Florida.

27. SUSPENSION OF PLAY.

If for any reason beyond the reasonable control of the Parties, including without limitation, as a result of any act of nature or force majeure, national emergency, state of war, or because of a labor strike, lock-out, or other cause of similar nature, the Leased Premises are unavailable for an entire Spring Training Season shall be regarded as suspended for the period of unavailability without liability to either Party, and the Term shall be extended for one (1) additional calendar year so long as the period of unavailability is no more than one (1) Spring Training Season during the Term. If the Leased Premises shall be unavailable for more than one Spring Training Season during the Term, the Tigers shall have the right to terminate the Lease subject to the requirements of Section 30.

28. NOTICES.

Any notice required to be given hereunder shall be in writing and shall be deemed received (i) upon actual receipt if sent by overnight delivery by a nationally recognized courier or by the U.S. Postal Services, Express Main, postage prepaid, (ii) five (5) days after deposit if sent by U.S. certified mail, return receipt requested, or (iii) upon actual confirmed receipt if sent by facsimile copy:

For notices to the Tigers:

**Mr. David Dombrowski
President, General Manager and CEO
Detroit Tigers, Inc.
2100 Woodward Avenue
Detroit, MI 48201-3470**

For notices to the City:

**City Manager's Office
228 S Massachusetts Avenue
Lakeland, Florida 33801
(863) 834-6288**

With a copy to:

**City Attorney's Office
228 S Massachusetts Avenue
Lakeland, FL 33801
(863) 834-6010**

In addition to the formal notices required by this Lease, the Tigers shall coordinate in good faith its activities hereunder with the City through the City's Director of Parks and Recreation, or such other person as the City Manager may designate from time to time. Pursuant to the notice provision above, it is hereby agreed that the said Director or other, designee is authorized to represent the City with respect to matters covered by this Lease. In similar fashion, the Tigers shall designate one person who shall be authorized to represent the Tigers in such matters. In the absence of the Tigers making a specific designation to the contrary, this person shall be the person named above by the Tigers to receive all notices.

29. PERMITS.

The Tigers, at its sole expense, shall comply with all laws, orders and regulations of federal, state and City authorities, and with any directions given by any public officer pursuant to law, which shall impose any duty upon the Tigers with respect to the Tigers use of the Leased Premises. The City shall obtain permits or licenses or take necessary corrective action to ensure the acquisition of any permit directly related to the City's repair, renovation or maintenance of the Leased Facilities and compliance with building codes. The Tigers, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms and conditions of this Lease, and the City, if necessary, will join with the Tigers in applying for all such permits or licenses. To the extent permitted by law, the City will assist and cooperate with the Tigers in securing permits for the operation of the Leased Premises. The City shall also not act unreasonably to withhold its approval of any such permits or licenses required under its laws or regulations.

30. TERMINATION AND REMEDIES.

- A. The City may terminate this Lease upon sixty (60) days' written notice to the Tigers of any of the following events (collectively hereinafter referred to as the "Tiger Defaults");
- (1) If the Tigers vacate the Leased Premises, or cease to conduct a majority of its Baseball Activities at the Joker Marchant Stadium;
 - (2) If, by order of a competent authority, a receiver, liquidator or trustee of the Tigers or any of its property shall be appointed and such receiver, liquidator or trustee shall not have been discharged within thirty (30) days of the making of such order, or if by decree of such authority the Tigers shall be adjudicated or determined to be bankrupt or insolvent, or if the Tigers shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs;
 - (3) If the Tigers fail to make any payments to the City pursuant

to this Lease within one hundred twenty (120) days following written notice of such payment default, or

- (4) If the Tigers breach any material provision, agreement or obligation hereunder that is not cured within sixty (60) days of written notice of such breach delivered to the Tigers; provided, however, that if such breach cannot be cured within such sixty (60) day period, but the breach is capable of cure within a reasonable period of time which is acceptable to the City, and the Tigers diligently pursues such cure, the Tigers shall be allowed such agreed upon time period to cure such default.
- B. Upon an event of a Tigers Default, the City, shall have any remedy available at law or equity.
- C. Termination. Subject to Section 30F, in the event the City should elect to terminate the Lease following a Tigers Default, the City's remedies are as follows:
- (1) The City shall have the right to re-enter or repossess the Leased Premises by force, summary proceedings, surrender or otherwise, and may dispossess and remove the Tigers, or any other occupants thereof, without being liable for any prosecution therefor, provided, however, that the City shall have no right to the Tigers assets and the Tigers shall have the right to remove all tigers assets from the Leased Premises.
 - (2) The City shall have the right to file an action to collect any monetary obligations accrued through the date of termination.
 - (3) The City shall have the right to re-let the Leased Premises. Should the City incur necessary and reasonable expenses in enforcing its rights hereunder, specifically including reasonable attorney's fees and court costs, said reasonable expenses shall be borne by the Tigers.
 - (4) Termination Fee. The City shall be entitled to a termination fee

in an amount necessary to pay the unamortized portion of the debt on the Improvements, and to pay debt service on the Project Bonds. The City shall take all steps necessary to relet the Stadium complex and to further mitigate damages that it may incur as a result of a Termination by the Tigers.

(5) The Tigers shall remit to the State of Florida any payments required by Fla. Stat. 288.11631.

- D. In addition to any other remedies available to it as provided herein or at law or equity, the Tigers may terminate the Lease upon thirty (30) days' written notice to the City of a breach by the City of any material provision, agreement or obligation hereunder ("City Default") that is not cured within sixty (60) days of notice of such breach; provided, however, that if such breach cannot be cured within such sixty (60) day period, but the breach is capable of cure within a Reasonable period of time which is acceptable to the Tigers, and the City diligently pursues such cure, the City shall be allowed such agreed upon time period to cure such default. Following the termination of this Lease by the Tigers, the Tigers shall be relieved of all liabilities and obligations accruing after the effective date of termination.
- E. In the event of a City Default, and in addition to the remedy permitted by Paragraph (D) above or at law or equity, the Tigers are granted the remedy of "Self Help" to be exercised at its sole and exclusive discretion, by taking such action as the Tigers deems necessary to cure such default, and the City shall, upon demand made by the Tigers, reimburse the Tigers for the cost of curing such City Default, plus an administrative fee equal to ten (10) percent of the cost to the Tigers to cure such default. In the event the City fails to reimburse the Tigers for the cost of curing the City Default within thirty (30) days from demand for payment by the Tigers, the Tigers may deduct such amount from the Base Annual Rent payable under this Lease, or from any other sums due the City hereunder. The taking of actions by the Tigers to mitigate a City Default shall not be deemed a cure of such default.
- F. Notwithstanding anything to the contrary herein, under no

circumstances may the Tigers rights to use the Leased Premises be terminated between January 1st and April 30th of any year during the Term

31. GENERAL PROVISIONS.

This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue for claim shall be Polk County, Florida or the U.S. District for the Middle District of Florida, Tampa Division.

- A. The covenants, terms, conditions, provisions and undertakings in this Lease, or in any renewals thereof, shall extend to and be binding upon the heirs, personal representatives, executors, administrators, successors and assigns of the respective Parties hereto as if they were in every case named and expressed and wherever reference is made to either of the Parties hereto it shall be held to include and apply also to the heirs, personal representatives, executors, administrators, successors and assigns of such Party as if in each and every case so expressed.
- B. The Parties agree to execute and deliver any instruments in writing, which are necessary to carry out any agreement, term, condition or assurance in this Lease, whenever the occasion shall arise and request for such instrument shall be made.
- C. The specified remedies to which the Parties may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies or means of redress to which the Parties maybe lawfully entitled in case of any breach or threatened breach of any provision or provisions of this Lease.
- D. This Lease and any exhibits attached hereto contain the entire Agreement and understanding between the Parties and is a complete and exclusive statement of the terms thereof. Except for any conditions or terms contained in the Spring Training Facility Agreement (defined above) that are unsatisfied as of the effective date of this Lease, this Lease shall supersede all prior oral and written understandings or agreements, terms or conditions relating to

the Leased Premises, and neither Party has relied on any representation, express or implied, not contained in this Lease or the simultaneous or prior writings heretofore. Any amendment or modification of this Lease may not be changed or supplemented orally, but shall be in writing and signed by the Parties. This Lease may not be amended, supplemented or otherwise modified, and no provision of this Lease may be waived, unless all necessary MLB Approvals have been obtained in advance thereof.

- E. Each of the Parties represents and warrants that as of the date hereof and throughout the Term (1) it has all requisite authority to enter into this Lease and to perform its obligations hereunder, (2) that the execution and delivery of this Lease and the performance of its obligations hereunder have been duly authorized by all necessary action on the part of such Party, and (3) upon due execution and delivery by such part, constitutes a legal, valid and binding obligation of the part, enforceable against such Party in accordance with its terms.
- F. If any term or other provision of this Lease is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Lease shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify the Lease so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.
- G. Notwithstanding any other provision of this Lease, this Lease and any rights or exclusivities granted by the Tigers hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which the City is

granted rights is limited to, and nothing herein shall be construed as conferring on the City rights in areas outside of, the Spring Training Territory of the Tigers. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Lease, except as are specifically approved in writing by the applicable MLB Entities.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and their respective seals to be hereunto affixed, the day and year first above written.

CITY OF LAKELAND, FLORIDA

ATTEST:

BY: Kelly S. Koos 1-20-15
Kelly S. Koos
City Clerk

BY: R. Howard Wiggs
R. Howard Wiggs
Mayor



APPROVED AS TO FORM AND CORRECTNESS:

BY: Timothy J. McCausland
Timothy J. McCausland
City Attorney

DETROIT TIGERS, INC.

ATTEST:

BY: David Dombrowski

By: [Signature]

EXHIBIT "D"

INTERLOCAL AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING FOR IMPROVEMENTS TO JOKER MARCHANT STADIUM

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between the City of Lakeland, Florida, a Florida municipal corporation (the "City"), and Polk County, a political subdivision of the State of Florida (the "County"), their respective successors and assigns (the City and the County may sometimes be referred to herein collectively as the "Parties").

WITNESSETH

WHEREAS, Florida Statutes, Section 163.01, the Florida Interlocal Cooperation Act of 1969 (the "Cooperation Act"), at Subsection 163.01(4), provides that public agencies of the State of Florida, which by definition include cities and counties, may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, by contract in the form of an interlocal agreement; and

WHEREAS, the City is the owner and operator of The Joker Marchant Stadium Complex, a public facility located at 2301 Lakeland Hills Boulevard, Lakeland, Florida 33805 that is comprised of Joker Marchant Stadium, Two Batting Cages, Weight Room, Major League Locker Room, Minor League Clubhouse, Fetzer Hall Dormitories, Cafeteria, and Recreation Hall, Tigers Administration Building, 5.5 Practice Fields, Bunting and drills field, Long mounds, Maintenance and Storage Building (the "Complex"); and

WHEREAS, the Complex is a "professional sports franchise facility" and a "retained spring training franchise facility" within the meaning of Section 125.0104(3)(l), Florida Statutes, and a "Facility" within the meaning of Sections 288.11621(1)(d) and 288.11631(1)(d), Florida Statutes, in that the Complex has been the spring training home of the Detroit Tigers major league baseball team since 1966 and is the home of the Lakeland Flying Tigers minor league baseball team (the Detroit Tigers major league baseball team and the Lakeland Flying Tigers minor league baseball team shall collectively be referred to as the "Team"); and

WHEREAS, the City intends to undertake a project for the renovation and expansion of the Complex as more particularly described in Section 4.2 (collectively, the "Improvements") in order to induce the Team to extend their current lease or enter into a new lease with the City for an additional twenty (20) year period, and, in connection therewith, will apply for State funding for renovation of a spring training facility pursuant to Section 288.11631, Florida Statutes for the purpose of funding a portion of the Improvements; and

WHEREAS, the Improvements by the City comply with and will further the purposes of the County's plan of tourist development devised in accordance with Section 125.0104(4), Florida Statutes; will promote the influx of tourists to the City and the County, and thereby benefit the local economy; and will be of substantial benefit to the entire City and County; and

WHEREAS, it is the purpose and intent of the Parties, this Agreement, and the Cooperation Act to permit the City and the County to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to provide for the Improvements in the manner that will best

accord with the existing resources available to each of them and with the geographic, economic, population and other factors influencing the needs and developments within their respective jurisdictions; and

WHEREAS, it is the purpose of the Cooperation Act to provide for a means by which the City and the County may exercise their respective powers, privileges and authorities which they share in common and which each might exercise separately; and

WHEREAS, the City has committed to incur all or a portion of the Indebtedness (hereinafter defined) for the Improvements, and the County has elected to pledge a portion of the revenues from its tourist development tax, authorized by Section 125.0104, Florida Statutes (the "Tourist Development Tax"), in the amounts set forth in Section 3.2, to pay a portion of the Indebtedness, all in accordance with the intent and purposes of the Cooperation Act permitting local governments to, among other things, provide from their treasuries the financial support for the purposes set forth in interlocal agreements; and

WHEREAS, the City and the County have ascertained that the method or formula for equitably providing for and allocating and financing the capital costs for the Improvements and the payment of the Indebtedness therefor, including payments to reserve funds and payments of principal and interest on obligations as established by the Parties, are reasonable on the basis of the amount of services rendered or to be rendered, benefits received or conferred and on all other equitable bases; and

WHEREAS, in order to induce the Team to extend their current lease or enter into a new lease with the City for an additional twenty (20) year period the County deems it proper and appropriate to pledge a portion of the Tourist Development Tax to pay a portion of the Indebtedness, as more specifically set forth herein; and

WHEREAS, the City and the County wish by this Agreement to provide for the terms and conditions of the commitment of the City and the County created hereby and to secure the payment of the Indebtedness, in order to further the purposes stated herein.

NOW, THEREFORE, in consideration of the promises, mutual covenants and conditions contained herein, the Parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Authority

This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes; Chapter 166, Florida Statutes; Chapter 125, Florida Statutes; and other applicable provisions of law.

SECTION 3: Covenants and Obligations of the County

3.1 Subject to the terms and conditions of this Agreement, the County does hereby covenant and pledge a portion of the fourth percent of the Tourist Development Tax for the purposes provided herein, for a term of twenty (20) years. In order to finance the Improvements, the City shall issue bonds, amortized over a twenty (20) year period, in the approximate amount of \$37,000,000.00 (the "Indebtedness"). The City shall issue all such bonds in a one-time, single issuance, and the Parties expressly acknowledge and agree that this Agreement, and the County's obligations hereunder, shall not apply to any bonds issued by the City following such initial issuance, whether issued in connection with the financing of the Improvements or not; provided, however, this provision shall not operate to limit either Party's rights under Section 4.6 of this Agreement.

3.2 The County shall make a single annual payment to the City, commencing September 30, 2017 and every September 30th thereafter in an amount equal to the lesser

of: (i) 39.4% of the actual amount of principal and interest due on the Indebtedness for that particular year; or (ii) the amount of annual principal and interest necessary to defease a principal amount of \$14,560,000.00, over a twenty (20) year term, at a maximum interest rate of 4.5%. Such annual payments by the County shall be applied toward payment of the Indebtedness, and the County shall make such annual payments to the City until the County's obligation under this Agreement is satisfied, or sooner terminated. The annual payment shall represent both principal and interest on the County's portion of the Indebtedness as set forth on the Estimated Bonded Debt Amortization Schedule shown in Exhibit "A" attached hereto and incorporated herein. Exhibit "A" is provided for illustration purposes only and shall not be construed as adding to or limiting the obligation of the Parties pursuant to this Agreement. Upon the issuance of the Indebtedness, the actual amortization schedule for the Indebtedness shall be used to calculate the annual payments due and shall be incorporated into this Agreement as an addendum. The Parties agree that the sum of all annual principal payments provided by the County herein will not exceed \$14,560,000, nor constitute more than 39.4% of a total project cost of at least 37,000,000.

3.3 On any annual payment date, the County may elect to terminate its obligations under this Agreement by paying to the City an amount equal to the County's share of the unpaid principal amount due on the Indebtedness through maturity of this Agreement.

3.4 With the exception of those revenues previously pledged for improvements to the Lakeland Civic Center, the County covenants and agrees to apply the annual revenues derived from the fourth percent of the Tourist Development Tax up to the annual proportionate share of the limits set forth in Section 3.2 to satisfy its annual payment

obligations under this Agreement prior to applying said revenues to any other purpose. The Parties acknowledge and agree that all surplus funds generated annually from the fourth percent of the Tourist Development Tax in excess of what is necessary to satisfy and discharge the County's annual obligations hereunder, including any carried over amount from the prior year, if any, as set forth below, may be utilized by the County for any purpose authorized by Section 125.0104(3)(f), Florida Statutes. In the event the revenue generated from the fourth percent of the Tourist Development Tax is insufficient in any given fiscal year for the County to meet its obligations hereunder, then the County shall carry the shortfall forward so that it becomes due and payable with the next annual payment. In the event full payment has not been made at the end of the twenty year financing period provided herein, the Parties agree that this Agreement, and the County's obligation to make payments hereunder, shall be extended for such additional period of time as is necessary for the County to make full payment to the City.

SECTION 4: Covenants and Obligations of the City

Subject to the terms and conditions of this Agreement, the City does hereby covenant and agree as follows:

4.1 In order to finance the Improvements, the City shall proceed with all steps necessary to obtain financing and related costs for the Improvements, and shall diligently pursue completion of the Improvements being financed with the proceeds of the debt instrument(s);

4.2 The City shall apply for State incentive funding for renovations for a spring training franchise facility pursuant to Section 288.11631, Florida Statutes, and the City shall use the proceeds of such funding for the sole purpose of financing a portion of the costs of the Improvements by servicing the debt obtained to finance the Improvements as

indicated in Section 4.1;

4.3 The City shall apply the proceeds from any lease or financial revenue sharing agreement with the Team for the funding of the Improvements to service the debt obtained to finance the Improvements as indicated in Section 4.1; provided, however that this provision shall not apply to any leases entered into for improvements or uses which are not in whole, in part, or in any manner materially associated with the Improvements for which the County funds are intended and which are governed by this Agreement. The Improvements shall consist of:

- a. New Major League Clubhouse and support facilities
- b. Demolition of existing major league clubhouse
- c. New Minor League Clubhouse and support facilities
- d. Renovation and re-purposing of Minor league Clubhouse
- e. New Concourse expansion to create a "360 walk-around" Joker Marchant Stadium
- f. Demolition of existing 3rd base pre-stressed bleachers and replacement with stadium seating
- g. New Stadium Club and seating area on 1st base side
- h. Expansion and renovation of Press Box facilities
- i. Relocation of two existing suites
- j. New food service pantry for second level
- k. Relocation of existing Grandstand second level restrooms
- l. New elevator and stair tower
- m. New administrative offices Major and Minor Leagues
- n. New concessions and restrooms at stadium main concourse

- o. New climate controlled team store
- p. Expand left field berm, patio, and seating. Include Party Deck and outdoor kitchen
- q. Relocate bullpens
- r. Relocate Video Board
- s. Expand and remodel existing Visiting Team Locker Room
- t. Replace existing Major League batting Cage across runway
- u. Relocate Parks and Recreation maintenance as required in repurposed buildings
- v. New Multi-tiered practice field quad observation tower-toilets, office, video review room, and storage
- w. Demolition of Hanger #3 replace with secured parking
- x. New Walkway Canopy between existing Cafeteria and Dormitory
- y. Renovation of existing food preparation and equipment in Cafeteria
- z. Reconfigure and upgrade walkway between facilities
- aa. Replace natural turf on one field with Artificial Turf.

4.4 The City shall be obligated to pay and shall satisfy any remaining obligation in conjunction with the Indebtedness as indicated in Section 4.1, with no additional contribution from the County except as specifically provided in Section 3;

4.5 The City covenants and agrees not to mortgage, sell, dispose of, transfer or otherwise convey any interest in the Complex during the term of this Agreement without the written consent of the County and any proceeds from any such disposition shall first be applied against the Indebtedness;

4.6 The City covenants and agrees not to modify or amend any of the debt

instruments secured in connection with the financing of the Improvements in any manner which would shorten, lengthen, enlarge or modify the obligations of the County hereunder, or to refund any bonds without prior written consent of the County; and in the event such modification or amendment is made which reduces the total debt service payment on the Indebtedness, then the County's share of the debt service obligation shall be reduced proportionately;

4.7 The City shall prepare the annual payment calculations based upon the actual amortization schedule as described in Section 3.2 and submit a written copy of such calculation to the County on or before August 1 immediately preceding each required annual payment date; and

4.8 As consideration for the County's pledge made herein, the City shall permit the County to use the Complex, or portions thereof, for not more than four (4) special events per year during the term of this Agreement, which events shall not exceed a maximum of nine (9) days per year, collectively, and shall not conflict or interfere with the activities of the Team. The County agrees to reimburse the City for its reasonable staff and maintenance costs incurred as a result of the County's use of the Complex.

SECTION 5: Conditions

The Parties acknowledge and agree that the County's performance under this Agreement is contingent upon the following conditions:

5.1 The City must receive written acknowledgment from the State of its award of not less than \$20,000,000 of incentive funding pursuant to Section 288.11631, Florida Statutes, as further described in Section 4.2. The City shall provide a copy of such acknowledgment to the County within five (5) business days of receipt. In the event the City is unable to secure such funding, this Agreement shall be *void ab initio*, the County

shall have no obligation hereunder, and any payments made by the County to the City pursuant to this Agreement shall be immediately returned to the County in full; and

5.2 The City must enter into an agreement with the Team for the lease of the Complex for a term of not less than twenty (20) consecutive years (the "Lease"). The City shall provide a copy of the fully executed Lease to the County within five (5) business days of full execution. In the event the Lease is not executed for any reason, whether through any fault or no fault whatsoever of the City, this Agreement shall immediately terminate and be of no further force or effect, and the County shall have no further obligation hereunder. In the event that the Lease is terminated by the City or the Team, or the Team relocates its home spring training games or the Lakeland Flying Tigers home games to another location prior to the completion of the Lease term (individually, a "Default Event" and collectively, the "Default Events"), then the County shall have the right to terminate this Agreement by providing written notice thereof to the City, and, in such event, the County shall have no further obligations hereunder; provided, however, that if the Lease is terminated through no fault of the City, then prior to the County terminating this Agreement, the City shall be permitted to pursue the enforcement of its remedies under the Lease for a period not to exceed 24 months from the date of the Lease termination (the "Enforcement Period"). If during the Enforcement Period the County determines in its reasonable discretion that the City is not diligently pursuing its Lease remedies, or if the Enforcement Period expires and any of the Default Events remain uncured, then the County shall have the right to terminate this Agreement effective immediately. Within sixty (60) days from the date of such termination, the City shall reimburse the County in full for any principal and interest payments made by the County pursuant to Section 3.2, from the date on which the Default Event(s) first occurred through the date this Agreement

is terminated. Said reimbursement to the County by the City shall also include interest on all the debt service payments from the date the County makes such payments, to the date this Agreement is terminated. Such interest shall accrue at the annual average rate of the State Board of Administration's Florida Prime 30-day average yield for the months of October through September of the previous fiscal year.

SECTION 6: No Lien on Nor Pledge of Ad Valorem Revenues

The pledge of the City and the County, respectively, as set forth herein, shall not constitute nor create a lien, either legal or equitable, on any of the City's or the County's respective ad valorem revenues or funds. Neither the City nor the County shall ever be required to levy ad valorem taxes on any property within its respective boundaries to pay their respective shares of the debt service payments or any other payments provided herein.

SECTION 7: Indemnification

Without waiving sovereign immunity pursuant to Section 768.28, Florida Statutes, each party will indemnify the other from and against any and all claims, demands, causes of action, losses, damages, penalties and expenses, including attorneys' fees, arising from or incurred because of any loss or damage sustained as a result of the indemnifying party's failure to comply with the provisions of this Agreement, to the extent permissible by Florida Law. Nothing herein shall be deemed a waiver, express or implied, of either party's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 8: Term

Unless extended by mutual written agreement of the Parties, or unless otherwise provided in this Agreement, this Agreement shall expire when the County's financial

obligations as set forth in Section 3 have been satisfied.

SECTION 9: Effective Date

Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall become effective upon the filing of the fully executed Agreement with the Clerk of the Circuit Court for Polk County, Florida.

SECTION 10: Notice

Any notice or correspondence required under this Agreement shall be provided to the other party by personal hand delivery, by recognized overnight courier service, postage prepaid, or by certified mail, return receipt requested, to the other party at the address set forth below:

Polk County, Florida
County Manager's Office
P.O. Box 9005, Drawer CA01
Bartow, Florida 33831

City of Lakeland, Florida
City Manager's Office
228 South Massachusetts Avenue
Lakeland, Florida 33801

SECTION 11: Third-Party Rights

Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the City and the County.

SECTION 12: Assignment

Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered under any circumstances.

SECTION 13: Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not

contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 14: Controlling Law / Members of the City and County Not Liable

All covenants, stipulations, obligations and agreements of the County and the City contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County and the City, respectively, to the full extent authorized by the Cooperative Act and provided by the Constitution and the laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the City or the County in its, his, her or their individual capacity and neither the members of the governing body of the City or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the City or the County of this Agreement or any act pertaining hereto.

SECTION 15: LIMITATION OF LIABILITY

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE COUNTY WHETHER BASED IN CONTRACT,

COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

SECTION 16: Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida, Tampa Division.

SECTION 17: Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

SECTION 18: Waiver

A waiver by either the County or the City of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SECTION 19: Annual Appropriations

The City acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein

contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this Agreement is contingent upon annual appropriation.

SECTION 20: Entirety of Agreement

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the City and the County pertaining to the matters stated herein, whether written or oral.

SECTION 21: Amendment

This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the County and the City.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY, a political
subdivision of the State of Florida

By: Kim Hancock
Deputy Clerk

By: Melony M. Bell
Melony Bell, Chairperson
Board of County Commissioners



Reviewed as to form and legal sufficiency:
Sandra B. Howell 11/5/13
County Attorney's Office Date

Date: 11.5.13

ATTEST:

CITY OF LAKELAND,
a municipal corporation of the State
of Florida

[Signature]
Kelly B. Koes, City Clerk
Michael C. Brassard
Acting City Clerk

By: [Signature]
Gow B. Fields, Mayor

Reviewed as to form and correctness:

[Signature]
Timothy J. McCausland, City Attorney

Date: 11/25/13

Date: 11/27/13



EXHIBIT "A"

Estimated Bonded Debt Amortization Schedule

1. The annual debt service obligations of the County, commencing September 30, 2017, and continuing through the final payment of September 30, 2036, are estimated to be:

Payment Date	Beginning Balance	Principal	4.5% Interest Paid	Ending Balance	County's Estimated Annual Obligation
30 Sept 17	14,560,000.00	459,566.69	645,798.30	14,100,433.31	1,105,364.99
30 Sept 18	14,100,433.31	480,679.10	624,685.08	13,619,754.21	1,105,364.99
30 Sept 19	13,619,754.21	502,761.41	602,603.58	13,116,992.80	1,105,364.99
30 Sept 20	13,116,992.80	525,858.18	579,506.81	12,591,134.62	1,105,364.99
30 Sept 21	12,591,134.62	550,016.02	555,348.97	12,041,118.60	1,105,364.99
30 Sept 22	12,041,118.60	575,283.66	530,081.33	11,465,834.94	1,105,364.99
30 Sept 23	11,465,834.94	601,712.09	503,652.90	10,864,122.85	1,105,364.99
30 Sept 24	10,864,122.85	629,354.64	476,010.35	10,234,768.22	1,105,364.99
30 Sept 25	10,234,768.22	658,267.08	447,097.91	9,576,501.14	1,105,364.99
30 Sept 26	9,576,501.14	688,507.75	416,857.24	8,887,993.39	1,105,364.99
30 Sept 27	8,887,993.39	720,137.68	385,227.31	8,167,855.71	1,105,364.99
30 Sept 28	8,167,855.71	753,220.68	352,144.31	7,414,635.03	1,105,364.99
30 Sept 29	7,414,635.03	787,823.50	317,541.49	6,626,811.53	1,105,364.99
30 Sept 30	6,626,811.53	824,015.98	281,349.01	5,802,795.55	1,105,364.99
30 Sept 31	5,802,795.55	861,871.13	243,493.86	4,940,924.43	1,105,364.99
30 Sept 32	4,940,924.43	901,465.34	203,899.65	4,039,459.09	1,105,364.99
30 Sept 33	4,039,459.09	942,878.49	162,486.50	3,096,580.60	1,105,364.99
30 Sept 34	3,096,580.60	986,194.17	119,170.82	2,110,386.43	1,105,364.99
30 Sept 35	2,110,386.43	1,031,499.76	73,865.23	1,078,886.67	1,105,364.99
30 Sept 36	1,078,886.67	1,078,886.67	26,478.32	0	1,105,364.99
TOTAL		14,560,000.00	7,547,299.80		22,107,299.80

2. The total annual debt service obligations of the County and the City, along with the incentive funding received from the State and any contribution from the Team, are estimated to be:

County:	\$1,105,364.99
City/Team:	726,154.00
State:	<u>1,000,000.00</u>
TOTAL:	\$2,831,518.99

3. The total estimated capital proceeds received over the 20-year financing period are projected to be:

County:	\$14,560,000.00
City/Team:	9,440,000.00
State:	<u>13,000,000.00</u>
TOTAL:	\$37,000,000.00

EXHIBIT "E"

ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is entered into this 16th day of January, 2015, by and between the CITY OF LAKELAND, a political subdivision and charter City of the State of Florida ("City"), the DETROIT TIGERS, INC., a Michigan Corporation, ("Tigers"), THE OFFICE OF THE CITY CLERK FOR THE CITY OF LAKELAND, FLORIDA (the "Escrow Agent"), (collectively with the City Clerk, "Escrow Agents" or individually an "Escrow Agent") and together with the City and the Tigers, the "Parties", or individually, a "Party").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Parties agree as follows:

This Agreement relates to that certain Spring Training Facility Development Agreement dated January 16, 2015, by and between the City and the Tigers (the "Development Agreement").

Pursuant to Section 3 of the Development Agreement, the City and the Tigers have entered into that certain Spring Training Facility Lease Agreement between the City and the Tigers with a Signature Date of January 16, 2015 (the "Lease Agreement").

Escrow Agent, the City Clerk, hereby acknowledges receipt of two originals of the Lease Agreement Originals (collectively, the "Lease Agreement Originals"), executed by both the City and the Tigers, and the Escrow Agent agree that the Original Lease Agreements shall be held in escrow (the "Escrow") until the Lease Commencement Date, as defined in the Lease Agreement Originals, and receipt of the joint written instructions of the City and the Tigers to release the Lease Agreement Originals from Escrow, at which time Escrow Agents shall deliver from Escrow one Lease Agreement Original to the City and one Lease Agreement Original to the Tigers. In addition, the City Clerk acknowledges receipt of two originals of the Modification of the Use Agreement ("Modification Originals"). The City Clerk shall hold the Modification Originals in escrow until December 31, 2016. If the Lease Commencement date is prior to December 31, 2016, the Modification Originals shall be destroyed.

Upon completion and delivery of the Lease Agreement Originals.

Escrow Agent shall be automatically released and discharged of their escrow obligations hereunder. Escrow Agent will have no liability under this Agreement.

In the event conflicting demands are made on an Escrow Agent, or an Escrow Agent, in good faith, believes that any demands with regard to the Lease Agreement Originals are in conflict or are unclear or ambiguous, such Escrow Agent may bring a declaratory or interpleader action in an appropriate court. Such action shall not be deemed to be the "fault" of the Escrow Agent bringing the action, and the Escrow Agent is entitled to reimbursement from the City and the Tigers for its reasonable costs and attorney's fees in connection with the same, through final appellate reviews.

Limitations of Liability: Without limitation, the Escrow Agent shall not be liable for:

- a. The legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by or to an Escrow Agent or exchanged by the Parties hereunder, whether or not Escrow Agents prepared such instrument.
- b. Escrow Agents act hereunder as a depository only, and are not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it hereunder, or with respect to the form or execution of the same; of the identify, authority, or rights of any person executing or depositing the same.
- c. An Escrow Agent shall not be required to take or be bound by notice of default of any person, or take any action with respect to such default involving any expense or liability, unless notice in writing is given to the Escrow Agents of such default and unless they are indemnified in a manner satisfactory to it against any such expense or liability. These instructions shall not be subject to rescission or modification except upon receipt by Escrow Agents of written instructions of all the Parties hereto or their successors in interest, and no such modification shall be effective unless and until consented to in writing by the Escrow Agents.
- d. An Escrow Agent shall be protected in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be genuine.

- e. An Escrow Agent shall not be liable for any error or judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct, and Escrow Agents shall have no duties to anyone except those signing these instructions.
- f. Escrow Agent may consult with legal counsel in the event of any dispute of questions as to the construction of the foregoing instructions, or the Escrow Agents' duties hereunder, and an Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.
- g. An Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment or decree of any court, whether issued with or without jurisdiction, whether or not subsequently vacated, modified, set aside or reversed.

Any notice given to an Escrow Agent must be delivered by certified U.S. mail, return receipt request, or by a national overnight courier service, such as FedEx, delivered to the following addresses:

TO TIGERS: Mr. David Dombrowski
President, General Manager and CEO
Detroit Tigers, Inc.
2100 Woodward Avenue
Detroit, MI 48201-3470

TO CITY: Timothy J. McCausland, Esq.
City of Lakeland
City Attorney's Office
228 S. Massachusetts Avenue
Lakeland, Florida 33801

Any notice delivered by the City or the Tigers to an Escrow Agent shall concurrently be delivered to the other Escrow Agent and to the other Party.

This Agreement, and any document or instrument entered into, given or made pursuant to this Agreement or authorized hereby, and any amendment or

supplement thereto may be executed in two or more counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any signature page of this Agreement or of such amendment, supplement, document or instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages. Facsimile or PDF copies of any amendment to this Agreement executed by the Parties may be relied upon as an original signature.

The City and the Tigers recognize and acknowledge that Escrow Agent is City Clerk for the City, and that Escrow Agent has agreed to serve as Escrow Agent only as a convenience to the Parties.

CITY OF LAKELAND, FLORIDA

ATTEST:

BY: Kelly S. Koos 1-20-15
Kelly S. Koos

BY: R. Howard Wiggs
R. HOWARD WIGGS
Mayor



APPROVED AS TO FORM AND CORRECTNESS:

BY: Timothy J. McCausland
Timothy J. McCausland
City Attorney

DETROIT TIGERS, INC.

ATTEST:

BY: Daniel J. Jankowski

By: DJ

MODIFICATION OF USE AGREEMENT

(Detroit Tigers)

THIS AGREEMENT, made and entered into this 16th day of January, 2015, by and between the CITY OF LAKELAND, FLORIDA, a municipal corporation existing under the laws of the State of Florida (hereinafter referred to as the "City") whose address is 228 S Massachusetts Avenue, Lakeland, Florida 33801, and DETROIT TIGERS, INC., a Michigan corporation (hereinafter referred to as the "Club") whose address is whose address is Comerica Park, 2100 Woodward Avenue, Detroit, MI 48201-3470, collectively referred to as ("Parties").

WHEREAS, on September 29, 2000, the Parties entered into a Use Agreement ("Use Agreement") attached hereto as Exhibit "A" relating to the use by the Detroit Tigers and the Lakeland Flying Tigers of certain facilities owned by the City and located within the City and commonly referred to as Tigertown and The Joker Marchant Stadium Complex; which Use Agreement expires on December 31, 2016; and

WHEREAS, the Use Agreement sets forth the terms and conditions upon which the Club would conduct their spring training and minor league baseball activities at the Joker Marchant Stadium Complex; and

WHEREAS, City and the Club are also Parties to that certain Spring Training Facility Development Agreement (Development Agreement) that provides for the planning, design, funding and construction of the Joker Marchant Stadium Complex Improvements ("Improvements") as that term is defined therein; and

WHEREAS, the Development Agreement contemplates the occurrence of a sequence of certain Milestone Events as are defined therein which following their occurrence will culminate in construction of the Improvements resulting in the newly renovated Spring Training Facility necessary to induce the Club to enter into a successor lease agreement with a minimum term of twenty (20) years; and

WHEREAS, the City and the Club desire, if it becomes necessary, to enter into a modification of the Use Agreement to extend the Term from its expiration to the commencement date of a successor lease agreement, but in no event later than January 1, 2018.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained it is mutually covenanted and agreed by and between the Parties that the Use Agreement shall be amended as follows:

Term. The term of this Use Agreement shall be extended for period commencing on the expiration of the Use Agreement and extending until the earlier of the Lease Commencement Date of the successor lease agreement or January 1, 2018. The Parties hereto agree that the revisions set forth in this Modification of Use Agreement shall supersede and modify the corresponding provisions in the Agreement. All other terms of the Agreement not inconsistent herewith shall remain in effect.

IN WITNESS WHEREOF, the Parties have executed this Modification of Use Agreement on the date indicated above.

DETROIT TIGERS, INC.

CITY OF LAKELAND, FLORIDA

By: David Ambruska

By: R. Howard Wiggs

Its: CEO

R. Howard Wiggs
Its: Mayor

Attest:

SPH
Corporate Secretary

By: Kelly S. Koos 1-20-15
Kelly S. Koos
City Clerk

(Corporate Seal)

(Seal)

Approved as to Form and Correctness

By: Timothy J. McCausland
Timothy J. McCausland
City Attorney



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EXHIBIT "A"
USE AGREEMENT
(Detroit Tigers)

THIS AGREEMENT, made and entered into this 29th day of September, 2000, by and between the CITY OF LAKE LAND, FLORIDA, a municipal corporation existing under the laws of the State of Florida (hereinafter referred to as the "City"), and DETROIT TIGERS, INC., a Michigan corporation (hereinafter referred to as the "Club").

WHEREAS, on March 6, 2000, the parties entered into a Use Agreement relating to the use by the Detroit Tigers and the Lakeland Tigers of certain facilities owned by the City and located within the City and commonly referred to as Tigertown and Joker Marchant Stadium, which Agreement will expire on December 31, 2003; and

WHEREAS, the City and the Club desire to enter into a new Use Agreement relating to the use by the Detroit Tigers and Lakeland Tigers of Joker Marchant Stadium and related facilities referenced herein, contingent upon the Facilities, as defined herein, being certified as a "facility for a retained spring training franchise" and the City being awarded funds, pursuant to §288.1182, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained and the further consideration of the payments required to be made by the Club to the City, it is mutually covenanted and agreed by and between the parties as follows:

1. **Lease**. The City does hereby permit unto the Club, its successors and assigns, the use of those certain premises located in Lakeland, Polk County, Florida, commonly known as Joker Marchant Stadium, which shall include the baseball field and grounds, grandstand, bleachers and seating facilities, clubrooms, shower rooms, offices, ticket offices locker facilities, press box, concession stands and equipment, and the facilities commonly known as Tigertown, which includes the John Fetzer Dormitory, Hangar No. 1, the cafeteria, the 5 ½ baseball diamonds, and the administration offices (collectively referred to as the "Facilities").
2. **Term**. The term of this Use Agreement shall be for fifteen (15) years, commencing on January 1, 2001 and ending December 31, 2016, subject to the contingency set forth in Section 19, herein below.
3. **Major League Team**. The Club agrees to bring to the City each year of the term hereof a major league baseball team for its spring training and conditioning program, subject, however, to any restrictions or limitations which may occur or arise by virtue of war, travel restrictions, labor disputes, or the direction of the Commissioner of Baseball. The Club shall utilize its best effort to schedule at the Facilities a maximum number of games with other major league clubs during each spring training season.
4. **Use of Premises**. The Club shall have priority use of the Facilities during the entire months of February and March and during the first two (2) weeks in April in each year; provided, however, that such use shall not be exclusive and the City's Director of Parks and Recreation may schedule other events, including baseball games, when the use of the Facilities is not required by the Club or its affiliated farm clubs. The Club shall also have the right to

priority use of the Facilities for an additional period not to exceed one hundred and eighty (180) days during each year to conduct post-season training camps, summer clinics and try-out camps. The Club shall give the City's Director of Parks and Recreation (the "Director") not less than three (3) months' written notice of its intent to use same for such additional period.

Additionally, the Club shall have priority use of Joker Marchant Stadium on those dates and during those hours when regular season or play-off home games are scheduled for Lakeland, Florida by the Florida State Baseball League; provided, however, that such use shall not be exclusive and the Director may schedule other events, including baseball games, when the use of the premises is not required by the Club. The Club shall also have the right to priority use of the Facilities for dates reasonably necessary for practice sessions prior to or during the course of the regular baseball season and League play-off games.

In the event that the Club wishes to use the Facilities, in whole or in part, at times or for purposes not delineated above, the Club may request same in writing to the Director, who shall have the absolute discretion to approve or disapprove same, and to prescribe such terms and conditions as may be reasonable or necessary.

The City may use all or any part of the Facilities when not being utilized by the Club.

5. **Maintenance and Repair.** The City agrees to maintain the Facilities in first-class condition for use as a baseball park by the Club and visiting clubs, said condition to be reasonably approved by the Club, including, but not limited to, such lights and lighting equipment as the Club may determine is necessary for the playing of baseball games at night.

The City shall furnish at its own cost all necessary equipment, labor and materials in connection with the maintenance and repair of the Facility, with the exception of the following, which shall be at the cost of the Club:

- A. Overtime wages for any City maintenance employee working in excess of forty (40) hours per week, when such overtime is caused or requested by the Club and which wages shall be reimbursed to the City by the Club on a monthly basis upon invoice.
- B. All costs associated with employees utilized by the City for the purpose of maintaining the Tigertown baseball fields. To the extent that these costs are incurred in connection with hiring additional employees other than those that are regular employees of the City, said additional employees shall be temporary employees of the City for purposes of Worker's Compensation coverage, but shall not be participants in the City's group insurance plan.
- C. All actual costs incurred by the City in connection with furnishing labor and materials to maintain the Facilities during the optional one hundred and eighty (180) day period of additional use by the Club.
- D. All actual costs associated with annual operation and maintenance of the cafeteria and Fetzer Hall associated with the Club's use thereof, including equipment, with the exception of permanently installed equipment and fixtures.

- E. The repair of the Facilities occasioned by the negligent conduct of the Club, its agents and employees, reasonable wear and tear excepted. The Club shall also use its best efforts to protect the Facilities when being used and occupied by the Club and employ any necessary security personnel at its own cost and expense.

The City shall also furnish at its expense all utilities, including heat, water and hot water necessary for the club's use of the Facilities, except for gas, which shall be paid for by Club.

6. Obligations of Club. The Club agrees that the Club will furnish, at its cost and expense, all necessary baseball equipment, including batting cages. The City may use the batting cages during the periods that the Facilities are not occupied or used by the Club, provided that the City returns the equipment to the Club in as good condition as when received, or make reimbursement for the value thereof, except for normal wear and tear, damage from fire and acts of God. The Club shall also pay for such reimbursable items as the Club and the City may agree, such as cleaning supplies and equipment and materials specifically required for baseball operations.
7. Rights of Club. Subject to paragraphs 8 and 9, the Club shall have the exclusive right to and complete control of all ticket sales, concession operations, scorebook/program and sales of all novelties and souvenirs, field and stadium advertising, suite rental and service and all revenue derived therefrom. Placement of field and stadium advertising shall be at the discretion of the Club, subject to the approval of the Director of Parks and Recreation, which approval shall not be unreasonably withheld.
8. (a) Fees. Incidental to the use of the Facilities by the Detroit Tigers, the Club shall pay to the City a rental fee of fifteen (15%) percent of the following:
 1. Gross ticket sales receipts from each exhibition game or other event by the Club for which an admission fee is charged.
 2. Gross sales receipts from the sale of all novelties, souvenirs, concessions and stadium advertising.
- (b) Incidental to the use of the Facilities by the Lakeland Tigers, the Club shall pay to the City a rental fee of:
 1. Fifteen (15%) percent of gross sales receipts from the sale of all concessions, suite rentals and operations, souvenirs and novelties operations only.
 2. A fee equal to the greater of twelve (12%) percent of gross ticket sales, or \$120.00 per day game/\$160.00 per night game.
- (c) One dollar and fifty cents (\$1.50) per ticket stadium facility charge will be paid to the City and applied to relief of the loan until its obligation is met. At that time, this amount reverts to the Club.

All fees payable pursuant to Sec. 8.(a)1. and 2., 8.(b)1. and 2. and (c) shall be applied to relief of the loan until the obligation is met. The Club's total annual obligation for fees payable pursuant to this Section 8 for any calendar year shall not exceed \$300,000.00.

The term "gross receipts" shall be defined as gross sales proceeds, less deductions for any applicable state, federal or local taxes.

There shall be no payment required with respect to scorebook/program receipts.

9. Annual Rent. The Club shall pay annual rental of Seventeen Thousand (\$17,000.00) Dollars for Tigertown to be paid prospectively on January 1 of each year, with a four (4%) percent discount if paid prior to due date. This amount of money will be placed in the special Tigertown improvements account to be used as directed by the Club for replacement and improvements of minor league facilities.
10. Payment: Except for the annual rent and overtime expenses which are paid quarterly, any and all payments required by this Agreement to be made by the Club shall be paid to the City together with a full and final accounting 30 days after the conclusion of the spring training season, the Lakeland Tigers season or other activity. Payment shall be made to the Parks and Recreation Director, City Hall, Lakeland, Florida, or such other person or office designated by the City in writing.
11. Insurance. The Club shall maintain adequate liability insurance, designating the City as a named insured, to protect the City from any liability arising from the use of the Facilities by the Club. The minimum limits of such policy of insurance shall be \$500,000.00 for injury to any one person; \$1,000,000.00 for injuries arising out of a single occurrence; and \$100,000.00 for property damage resulting from a single occurrence.
12. Damage or Destruction. In the event any of the Facilities shall be damaged by fire or other casualty and such Facilities shall have been insured against such loss by the City, then the entire proceeds of any such policy or insurance shall be paid to the City, free of any claim or right of the Club. The City shall have the right to restore or reconstruct any damaged or destroyed building or premises, and any reconstructed building shall become a part of the Facilities. In the event such portions of the Facilities are destroyed as to render the entire Facilities unsuitable in the Club's judgment for the Club's operation, the Club shall have the right to play elsewhere until such restoration or reconstruction is completed and, if the City neither reconstructs the premises within either 60 days or by October 30 immediately following the destruction, then, in either case at the Club's option, the Club shall have the right to terminate this Agreement by providing written notice and without further obligation or responsibility. In that event, the City shall refund to the Club on a pro rata basis any prepaid rents which may have been made prior to the date of termination.
13. Taxes. The Club shall be responsible for and pay any and all sales or other tax incidental to this Agreement. In the event that ad valorem taxes are assessed against the Facilities or any portion thereof as a result of the Club's use of same, the Club shall be responsible for its prorata portion of such taxes.
14. Termination. This Agreement may be terminated by either party upon material breach by the other party, upon thirty (30) days' prior written notice, certified mail, return receipt requested (deemed made upon receipt) and failure by the defaulting party to cure the same within said 30 days. In the event that the Club fails to cure any such breach and there remains an outstanding balance on the loan referenced in Section 8 hereof, the Club shall pay the City

\$10,000.00 as liquidated damages, which shall be the City's sole and exclusive remedy as a result thereof.

15. Option. The Club shall have the option to renew this Agreement for an additional term of ten (10) years by giving the City written notice of its intention to renew same not less than one (1) year prior to the expiration of the initial term hereof. The rental imposed during such renewed term shall be the amount agreed upon by the parties hereto prior to the commencement of the renewal.
16. Subcontractors. If any services permitted by this Agreement are subcontracted by the Club, any such subcontractor shall either be included as an additional insured under the Club's insurance policy, or shall file with the City a Certificate of Insurance evidencing compliance with Paragraph 11 hereof.
17. Agreement of City Regarding Revenue. The City agrees to take such action as is necessary under the laws of the State of Florida to plan and budget for receipt of a sufficient appropriation of funds to discharge its obligations hereunder; provided, however, if the City has not appropriated sufficient funds to enable it to discharge its obligations then, notwithstanding any other provision contained herein, this Agreement may be terminated effective upon expiration of the fiscal year in which sufficient funds were last appropriated to satisfy the obligations.
18. Assignability/Amendment. This Agreement shall be binding and inure to the benefits of the successors of each of the parties, but it is mutually agreed that this Agreement shall not be assigned by the Club to any person, firm or corporation without the written consent of the City, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing, no consent is required in the event that the Club sells its major league franchise rights, said sale is approved by Major League Baseball and the team continues to play its regular season baseball games in the Metropolitan Detroit area.

Any amendment to this Agreement shall not be effective unless in writing and approved by the Office of the Commissioner of Baseball.

19. Covenants Contingent. The parties expressly acknowledge and agree that the mutual covenants undertaken in this Agreement are contingent on presentation by the City to the club of a plan of project finance which includes irrevocable commitments and awarding of funds, pursuant to §288.1182, Florida Statutes, from the State of Florida, Polk County and the City of Lakeland, all of which, when combined with the obligations and undertakings elsewhere referenced herein, will provide sources of no less than \$9.5 million which are to be irrevocably committed to the project. This financing plan shall be subject to the approval of the club, which shall not be unreasonably withheld. Further, the club shall have approval of the renovation program for which the financing plan has been irrevocably committed, such approval not to be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below:

DETROIT TIGERS, INC.

By: John McHale
Its: President-CEO

The foregoing was subscribed and sworn to before me this 3 day of November 2000, by John McHale

Margaret Yankich
Notary Public

NOTARY PUBLIC
Margaret Yankich, Notary Public, FL
My Commission Expires May 21, 2001

Notary Public Stamp

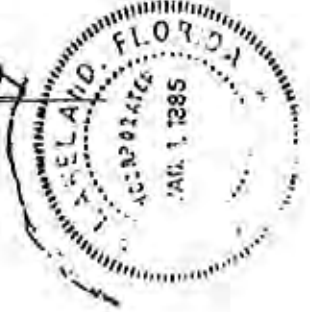
(Notary Public Seal)

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CITY OF LAKELAND, FLORIDA

By: Ralph L. Fletcher
Its: Mayor

By: Kelly S. Koos
City Clerk



(Seal)

Approved as to Form and Correctness:

By: Joseph P. Mawhinney
City Attorney



August 19, 2020

Bob Donahay
Parks & Recreation Director
City of Lakeland
228 S. Massachusetts Ave.
Lakeland, FL 33801

Mr. Donahay:

The 2020 Spring Training season was certainly one to remember. Unfortunately, not in a good way, but the partnership that exists between the City of Lakeland, the Detroit Tigers and Polk County Tourism and Sports Marketing (PCTSM) is one that we are proud of and we look forward to its continuation. It is our pleasure to assist you with an estimate of the economic benefits generated by the Detroit Tigers and their impact on Lakeland and Polk County. PCTSM is the official destination marketing organization and sports commission for Polk County, Florida and regularly evaluates the impact of events held in our community.

Our community and the Detroit Tigers still continue to enjoy the longest relationship between a team and Spring Training city. For more than 80 years, the Detroit Tigers have called Lakeland home for their spring training. In addition, the Lakeland Flying Tigers and the Detroit Tigers minor league operations are all based in Lakeland. Not something that every spring training site can boast.

As always, the exact impact depends upon many factors that can create a swing in any year, and this year had the unprecedented stoppage due to the corona virus. We still believe and see in our visitation numbers that Michigan is one of the top feeder markets for Polk County. Unfortunately, this year six games were cancelled, and these would have been the games that attract more fans. This past year the average per game attendance for the 10 home games was 6,172, placing the Tigers sixth in the Grapefruit league for per game attendance. Total attendance was 61,720 putting the Tigers with the sixth highest number in the Grapefruit League. This accounts for 7% of the total Spring Training attendance. The average attendance was 247 people per game above the state average, a great accomplishment with Spring Training moving ever earlier. The Tigers even out drew the defending World Series Champions by more than 900 fans per game.

In addition, Polk County Tourism and Sports Marketing and the Tigers hold several events throughout the year including the Florida Junior College State Championships, Wilson Premier Baseball Championships, Tigers Fantasy Camp, visiting Florida State League teams, Tigers Minor League coaches, organizational meetings, showcase events, and is the headquarters for the Detroit Tigers Draft. All of which creates positive impact for our community.

Major League Baseball and specifically, the Detroit Tigers Spring Training, has been, is currently, and will always be an extremely beneficial investment for Lakeland and Polk County.

I am happy to provide any additional information if needed.

Sincerely,

A handwritten signature in black ink, appearing to read "Marc Zimmerman", is written over a white background.

Marc Zimmerman
Senior Economic Development Manager

Economic Impact of the Detroit Tigers Spring Training in Lakeland, Florida 2020

Spring Training is vital to the health and vibrancy of Lakeland’s local and regional economy. Each Spring, the City hosts players, coaches, visitors and guests for a period of time to practice and play exhibition games in preparation of the start to the Major League Baseball season. This Spring the entire world was focused on a growing pandemic that eventually cancelled Spring Training and delayed the onset of the Major League season. Despite the March 13th cancelation of the 2020 Spring Training season, it is important to document the economic impact of Spring Training in Lakeland. To do that, Lakeland has completed the information contained in this document using the methodologies derived from the Major League Baseball Florida Spring Training Economic Impact Study Report which was published in June of 2009 by the Florida Sports Foundation and Bonn Marketing Research Group, Incorporated. The estimates were calculated with the support of attendance figures provided through a zip code analysis of the 2020 attendees that purchased admission tickets with credit cards. The information contained herein represents the estimated Economic Impact to Lakeland as a result of the direct spending associated with the 2020 Detroit Tigers Spring Training season. Please note that this information does not include the associated impact to labor, income and employment in Lakeland as a direct result of the Tigers Spring Training activities.

The attendees, for this purpose, are separated into five distinct categories:

- **Out-of-State-Primary Purpose:** This indicates a visiting party from outside of Florida that came to the area expressly for the Detroit Tigers Spring Training.
- **Out-of-State-Other Purpose:** This indicates a visiting party from outside of Florida for that came to the area for another purpose, but attended Spring Training activities.
- **Non-County-Primary Purpose:** This indicates attendance from another County in Florida that visited expressly for the Tigers Spring Training.
- **Non-County-Other Purpose:** This indicates attendance to Polk County for another purpose, but included Spring Training activities.
- **Local:** These include all Polk County residents.

Total attendance for the Detroit Tigers 2020 Spring Training season in Lakeland was 66,484. With 12 games played, the Tigers averaged 5,540 attendees per game. Of that total, **55,286** attendees purchased admission tickets using credit cards. With the use of zip code analysis from these 55,286 attendees, the tables below were created to provide a total average expense within the five unique categories that are being measured.

Out-of-State-Primary Purpose	
Approximately 23.12% are Out-of-State Primary Purpose	12,782
Number of Out-of-State Parties (Average party size = 3 people)	4,261

Cumulative number of nights stayed (Average stay is 7.53 nights)	32,085
Average expense for out-of-area expenses (\$371.28 per party) per day	\$ 11,912,518.80
Out-of-State-Other Purpose	
Approximately 24.94% are Out-of-State Other Purposes	13,788
Number of Out-of-State Parties (Average party size = 3.08 people)	4,477
Cumulative number of nights stayed (Average stay is 9.66 nights)	43,248
Average expense for out-of-area expenses (\$395.43 per party) per day	\$ 17,101,556.64
Non-County-Primary Purpose	
Approximately 24.22 % are Non-County Primary Purpose	13,390
Number of Non-County Parties (Average party size = 2.81 people)	4,765
Cumulative number of nights stayed (Average stay is .39 nights)	1,858
Average expense for out-of area expenses (\$171.73 per party) per day	\$ 319,074.34
Non-County-Other Purpose	
Approximately 3.55% are Non-County Other Purpose	1,963
Number of Non-County Parties (Average party size = 2.68 people)	732
Cumulative number of nights stayed (Average stay is 3.36 nights)	2,459
Average expense for out-of-area expenses (\$314.00 per party) per day	\$ 772,126.00
Local	
Approximate Number of Local Attendees (Polk County)	12,739
Estimated Direct Expenditures of Local Residents associated with Attendance (\$50)	\$ 636,950.00
Estimated Total Direct Expenses by Attendees	
	\$ 30,742,225.78

Using the total direct expenses above, the indirect and induced effects were estimated using the multiplier provided within the above reference report to estimate a total economic impact resulting from Direct Expenses. Indirect effect indicates the secondary impact caused by changing input of needs of directly affected industries, and Induced effect is caused by the changes in household spending due to additional employment generated by direct and indirect spending.

	Direct Spending	Multiplier	Indirect and Induced Spending	Total Economic Impact
Out-of-State Primary Purpose	\$ 11,912,518.80	1.70	\$ 8,338,763.16	\$ 20,251,281.96
Out-of-State Other Purpose	\$ 17,101,556.64	1.70	\$ 11,971,089.64	\$ 29,072,646.28
Non-County Primary Purpose	\$ 319,074.34	1.73	\$ 232,924.26	\$ 551,998.60
Non-County Primary Purpose	\$ 772,126.00	1.69	\$ 532,766.94	\$ 1,304,892.94
Local Attendees	\$ 636,950.00	1.69	\$ 439,495.50	\$ 1,076,445.50
	\$ 30,742,225.78		\$ 21,515,039.50	\$ 52,257,265.29

The total Economic Impact is estimated to be **\$52,257,265.29** as a result of the 2020 Detroit Tigers Spring Training abbreviated season.

This analysis of the Detroit Tigers 2020 Spring Training season in Lakeland is intended to provide background and specifics as to the economic impact of the Major League Baseball Spring Training and its effect on Lakeland, despite being cut short. During the 2020 season, the Tigers played just 12 home games at Joker Merchant Stadium in Lakeland. The season opener was played against Lakeland’s Southeastern University men’s baseball team, while the remaining 11 were played against other Major League teams. Of the 12 games played, the Tigers averaged 5,540 attendees per game for a grand total of 66,484 individuals.

2020 Detroit Tiger Spring Training Total Attendance in Lakeland, Florida

2020	Season Attendance	Number of Home Games	Average Attendance per Game
Detroit Tigers	66,484	12	5,540

This attendee distribution has been broken down even further with information obtained from credit card receipts during the 2020 Tigers Spring Training season. Again, the zip code analysis was used to learn more about the geographic location of the individuals who were attending Spring Training games in Lakeland. This information was based upon the zip code information provided by the 55,286 tickets purchased by individuals to attended Detroit Tiger games during the 2020 Spring Training season in Lakeland.

Working solely with percentages, it was determined that internationally, 4.57% of the individuals attending games were form outside the United States, with the majority of these coming from Canada. Within the United States, 44.43% of the attendees were from Florida and 24.63% were from Michigan, these states were followed by Pennsylvania with 3.35%, New York with 2.50%, Illinois with 2.42%, Ohio with 2.28%, Missouri with 1.67%, New Jersey with 1.49%, Colorado with 1.47%, Maryland with 1.37%, North Carolina with 1.26% and Kansas with 1.14%. After this, Georgia, Texas, Massachusetts and Virginia each drew just under 1% of the tickets sold in the U.S. Based on the zip code analysis it was determined that 58.47% of individuals attending a Tiger’s Spring Training game in Lakeland visited form outside of Florida.

U.S. Geography	Number of Attendees	% of Tickets sold in U.S.	Total % of Tickets Sold
Florida	23,442	44.43%	41.53%
Michigan	12,995	24.63%	23.02%

Statewide within Florida, 54.34% of the individuals attending Tiger Spring Training games were from Polk County. Other counties that drew the most attendees during the 2020 season included Orange with 8.40%, Hillsborough with 5.39%, Lake with 4.51%, Pinellas with 4.17%, Pasco with 3.17%, Sumter with 2.24%, Broward with 1.94, Miami-Dade with 1.82%, Seminole with 1.67%.

The geographic distributions provided herein support the data and multipliers provided within the 2009 Major League Baseball Florida Spring Training Economic Impact Study Report. With accurate assumptions and firm knowledge, we are better able to capture the spending patterns of attendees which in turn can be reflected in the overall economic analysis.



NEWS & PRESS RELEASES



Nearly 883,000 fans attend Florida Grapefruit League Spring Training in 2020

August 3, 2020 | in MLB Spring Training News, Press Releases, Sport Tourism News

TALLAHASSEE, Fla. – Despite having to end 12 days early, and cancel 86 games because of the COVID-19 Pandemic, 2020 Florida Spring Training Season was a success. Nearly 883,000 fans attended 199 games for an average of nearly 6,000 fans per game.

Highlights from the 2020 season included:

- The debut of the Atlanta Braves new spring training home, CoolToday Park in North Port. The Braves played 11 games at CoolToday Park, attracting 70,106 fans for an average of 6,373 fans per game.
- The Toronto Blue Jays returned to Dunedin for their 44th season to a renovated TD Ballpark. The Blue Jays played nine games, with one game rained out, before a total of 46,865 fans. For an average of 5,207 per game.
- The largest crowd of the season came on Saturday, March 7, at Clearwater's Spectrum Field, when the Philadelphia Phillies hosted the Boston Red Sox with 10,201 fans attending.
- The Boston Red Sox and New York Yankees both averaged over 9,500 fans per game. The Red Sox total attendance at Jet Blue Park in Fort Myers was 95,870 in 10 games for an average of 9,587 per game. The Yankees drew a total of 95,399 in 10 games for an average of 9,540 per game.

Since the 2000 season, 31,980,148 have attended Spring Training games in Florida.

The 2020 Florida Spring Training attendance figure accounts for all games between Major League teams, played in the State of Florida. Attendances are compiled daily by the Florida Sports Foundation, the State of Florida's lead sports promotion and development organization and a Division of Enterprise Florida, Inc., and verified by each team.

2020 Team-by-Team Florida Spring Training Attendance

[Atlanta Braves – CoolToday Park, North Port \(6,800 seat capacity\)](#)

11 Games (six canceled): 70,106 total attendance; 6,373 average per game

Largest Crowd: 7,243 vs. Boston Red Sox, Monday, March 9

[Baltimore Orioles – Ed Smith Stadium, Sarasota \(7,484\)](#)

Nine Games (seven canceled): 48,987 total attendance; 5,443 average per game

Largest Crowd: 8,017, vs. New York Yankees, Sunday, March 8

[Boston Red Sox – JetBlue Park, Fort Myers \(11,000\)](#)

10 Games (six canceled): 95,870 total attendance; 9,587 average per game

Largest Crowd: 10,090 vs. St. Louis Cardinals, Tuesday, March 10

[Detroit Tigers – Publix Field at Joker Marchant Stadium, Lakeland \(9,654\)](#)

10 Games (six canceled): 61,720 total attendance; 6,172 average per game

Largest Crowd: 8,669 vs. New York Yankees, Sunday, March 1

[Houston Astros – FITTEAM Ballpark of the Palm Beaches, West Palm Beach \(7,800\)](#)

Nine Games (one rain out, five canceled): 34,519 total attendance; 3,835 average per game

Largest Crowd: 5,624 vs. Washington Nationals, Wednesday, March 11

[Miami Marlins – Roger Dean Chevrolet Stadium, Jupiter \(6,806\)](#)

10 Games (five canceled): 34,161 total attendance; 3,416 average per game

Largest Crowd: 6,606 vs. New York Yankees, Wednesday, March 11

[Minnesota Twins – Hammond Stadium at CENTURYLINK Sports Complex, Fort Myers \(8,730\)](#)

Nine Games (six canceled): 69,998 total attendance; 7,778 average per game

Largest Crowd: 9,123 vs. St. Louis Cardinals, Monday, March 9

[New York Mets – Clover Park, Port St. Lucie \(7,000\)](#)

10 Games (five canceled): 57,054 total attendance; 5,705 average per game

Largest Crowd: 6,906 vs. Houston Astros, Sunday, March 8

[New York Yankees – George M. Steinbrenner Field, Tampa \(10,031\)](#)

10 Games (six canceled): 95,399 total attendance; 9,540 average per game

Largest Crowd: 10,150 vs. Atlanta Braves, Sunday, March 8

[Philadelphia Phillies – Spectrum Field, Clearwater \(7,700\)](#)

10 Games (seven canceled): 69,591 total attendance; 6,959 average per game

Largest Crowd: 10,201 vs. Boston Red Sox, Saturday, March 7

[Pittsburgh Pirates – LECOM Park, Bradenton \(8,500\)](#)

10 Games (five canceled): 50,019 total attendance; 5,002 average per game

Largest Crowd: 8,295 vs. New York Yankees, Saturday, March 7

[St. Louis Cardinals – Roger Dean Chevrolet Stadium, Jupiter \(6,806\)](#)

10 Games (five canceled): 56,345 total attendance; 5,635 average per game

Largest Crowd: 6,686 vs. Houston Astros, Saturday, March 7

[Tampa Bay Rays – Charlotte Sports Park, Port Charlotte \(6,823\)](#)

12 Games (four canceled): 44,511 total attendance; 3,709 average per game

Largest Crowd: 6,330 vs. New York Yankees, Sunday, February 23

[Toronto Blue Jays – TD Ballpark, Dunedin \(8,500\)](#)

Nine Games (one rain out, five canceled): 46,865 total attendance; 5,207 average per game

Largest Crowd: 6,335 vs. Atlanta Braves, Sunday, February 24

[Washington Nationals – FITTEAM Ballpark of the Palm Beaches, West Palm Beach \(7,800\)](#)

Nine Games (five canceled): 47,660 total attendance; 5,296 average per game

Largest Crowd: 8,043 vs. New York Yankees, Thursday, March 12

Florida Spring Training Total Attendance

149 Games (two rain outs, 86 canceled): 882,805 total attendance; 5,925 average per game

Largest Crowd: 10,201, Boston Red Sox vs. Philadelphia Phillies, Spectrum Field, Clearwater, Saturday, March

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Best of the Ballparks winners unveiled for Spring Training 2020



We have the final results of the **2020 Best of the Ballparks** fan vote for spring training: **Publix Field at Joker Marchant Stadium** for the **Grapefruit League** and **Salt River Fields at Talking Stick** for the **Cactus League**.

Though spring training 2020 came to an early and abrupt end, we continued with our Best of the Ballparks fan vote, with voting ending on Friday. We're glad we did: despite that abrupt ending, we had the most fans ever vote in the spring-training competition, more than double the number of participants in the 2019 voting. In the finals, fans chose **Publix Field at Joker Marchant Stadium** over **LECOM Park**, Pittsburgh Pirates spring home, by a 64.8%-35.2% margin in the Grapefruit League voting, and **Salt River Fields at Talking Stick**, **Arizona Diamondbacks/Colorado Rockies** home, over **Camelback Ranch-Glendale**, **Chicago White Sox/Los Angeles Dodgers** spring home, by a 69.7%-30.3% margin in the Cactus League voting.

Both are worthy choices. **Publix Field at Joker Marchant Stadium** opened in 1966 as the spring training home of the Detroit Tigers and has been renovated several times since, mostly recently in 2017. Part of the historic TigerTown training complex, Publix Field at Joker Marchant Stadium is now a state-of-the-art facility with the addition of outfield seating areas, premium group spaces and

new administrative and training buildings. The Tigers and Lakeland have the longest active relationship between a club and spring-training host city among all teams in Major League Baseball, dating back to 1934 (taking a break during WWII), with the Tigers playing first at Henley Field and then moving to what is now known as Publix Field at Joker Marchant Stadium in 1967. As the needs of MLB teams evolved and grew over the years, so did the scale and civic commitment to both TigerTown and Publix Field at Joker Marchant Stadium, culminating in a 2016-17 renovation that saw the addition of a 360-degree concourse, upgraded seating and new player facilities.

Salt River Fields at Talking Stick opened for spring training 2011 in partnership with the **Salt River Pima-Maricopa Indian Community (SRPMIC)** as the first spring-training complex to be built on Indian land in the nation. The complex includes the 11,000-capacity ballpark, 12 practice fields and separate clubhouses and training facilities for both teams. It was a groundbreaker in another important way: it was the first LEED Gold-certified ballpark in the United States.

This is not the first time either facility has recognized by **Ballpark Digest**: Besides winning last year's Best of the Ballparks fan vote, Salt River Fields was chosen as the Best New Ballpark in the annual Ballpark Digest Awards in 2011. In 2017 **Publix Field at Joker Marchant Stadium**, which is also home to the Florida State League's Lakeland Flying Tigers, was selected as the fans' choice for best High-A MiLB ballpark.

In both cases we had repeat winners, as the spring homes of the **Detroit Tigers** and **Arizona Diamondbacks/Colorado Rockies** were winners in 2019 as well. For **Salt River Fields at Talking Stick**, the victory extended the complex's winning streak: it's won every fan vote since we expanded our annual competition to spring-training complexes in 2017.

With the pause in the 2020 season, we'll also be pausing the **Best of the Ballparks** fan vote, traditionally one of the biggest events of our summer. But when the 2020 season does finally start, we'll be there and launch the MLB voting on the same day the regular season begins.

[This article first appeared in the thrice-weekly Ballpark Digest newsletter. Are you a subscriber? Sign up here to receive your free subscription.](#)

Publix Field at Joker Marchant Stadium

Home of Detroit Tigers Spring Training

Due to the national emergency created by the coronavirus pandemic, MLB has announced that remaining Grapefruit League games will be cancelled. Fans should visit tigers.com/spring for updates on tickets.



Following the historic agreement to ensure the Detroit Tigers winter home remains in Lakeland for an unprecedented 100 years, we're excited to unveil the renovations taking place at the newly christened Publix Field at Joker Marchant Stadium.

More Comfort, Entertainment and Fun

There will be more comfort, more entertainment and more fun in a family friendly atmosphere.

More Shade - There are six new covered sections (211-216), increasing the number of covered seats (rows N and up) from 1,246 to 2,098 seats (increase of 41%), while more seats will be shaded with the extended roof.

The new 34 Club will provide an additional 203 covered seats, while casting shade to sections 200-201, previously unprotected from the sun.

More Box Seats - Sections 111 and 112 have been rebuilt and expanded, and we've added four additional box seat sections down the third base line (113-116), bringing the total seating in the 100 sections from 1,243 to 1,888.

More Air Conditioned Spaces - The 34 Club, presented by Miller Lite, located atop sections 200-201, features an indoor bar and seating, an all-inclusive buffet and outdoor padded seating for 203 fans. Four former suites on the third base side of the press box have been transformed into the On Deck Suite, an all-inclusive space for 36-60 people that includes upscale food and beverages. You can also cool off in the new 1,800 square foot indoor merchandise store, located at the home plate entrance.

More Concession Stands and Offerings - The concession stands have been rebuilt and expanded with all new equipment, offering more items, while rotating in new items to keep the menu fresh and exciting. A new point of sale system should shorten wait times and digital menu boards will allow us to easily post new food offerings and food specials.

More Restrooms (rebuilt and expanded) - The number of women's restroom toilets is increasing 50% from 48 to 72. Men's toilets/urinals are increasing from 38 to 48. Two new family restrooms have been added.

More Wheelchair Accessible Seating (and Elevators) - Four new wheelchair accessible seating sections were added atop sections 212, 214, 215 and 216, and while the wheelchair accessible section in 205 is being removed; the number of ADA seats (wheelchairs and companion seats) increased from 30 to 42. Two additional elevators have been added, bringing the total to three. Elevators will now be located near the home plate, first base and third base entrances.

More Premium and Group Seating - The 34 Club, presented by Miller Lite will sit atop sections 200 and 201. This brand new upscale offering celebrates the Tigers relationship with the City of Lakeland that dates back to 1934, the longest-standing relationship between a major league team and a current Spring Training host city. Enjoy an all-you-can-eat buffet (the menu changes daily), air-conditioned indoor seats and outdoor seating. Perfect for individuals and small groups during Spring Training.

On Deck Suite - Situated behind section 208, the On Deck Suite provides a living room feel, with comfortable furniture and couches, HD TVs and an all-inclusive buffet (the menu changes daily). Outdoor seating is also available to take in all the action. Ideal for groups of 48-60 during the Flying Tigers season, the On Deck Suite is available for Spring Training in sets of four season tickets.

Hooters Dugout - Located adjacent to section 100 just down the first base line, the Hooters Dugout is the prime spot for autographs and player interaction. Perfect for groups of 20-40, the area includes an all-you-can-eat picnic with select ballpark and Hooters food, along with your own private waitress staff.

Pepsi Pavilion - Featuring two tiers with covering to protect against the sun and rain, the Pepsi Pavilion is perfect for groups ranging from 30-200 people. A mix of fixed stadium seats, drink rails and picnic tables allow for groups to watch the action or socialize with friends and family, while enjoying an all-you-can-eat picnic.

Margaritaville - Presented by Margaritaville Rum & Tequila, located directly down the right field line, the Florida themed Margaritaville Deck mixes a Florida theme with views of the bullpens and clubhouse.

Featuring two tiers of seating, Margaritaville is available during Spring Training to groups of 44-120 and will double as a group/public place during the Flying Tigers season.

Suites - Two additional suites have been built at the top of section 205, along with the two existing suites to receive a complete makeover. A portion of the On Deck Suite can be sectioned off to create a fifth suite. Each suite is furnished with new flat screen TVs (includes the MLB package), WiFi, wet bar, indoor seating and 12 outdoor seats.

New Features

A number of new features have been added - improved technology and public spaces to enhance your game day experience.

LED HD Video Displays and Scoreboard - A new state-of-the-art HD videoboard and scoreboard, measuring 46 feet wide by 26 feet tall (1,196 square feet), will sit atop the berm in left field, one of the largest boards in all of Spring Training, along with a ribbon board in right field. These boards will include day experience, from more player information and stats, to new and exciting in-game promotions.

Sound System - A new sound system will allow us to control each individual speaker, reducing and increasing the volume where needed.

Berm Bar - Sitting under the new scoreboard in left field, the berm bar will feature 360-degree bar seating, picnic tables, and a ticketed 120-foot drink rail with waitress service during Spring Training.

The Runway - Built on top of the former Lodwick Field airstrip, The Runway will connect the first base concourse and the berm, providing fans a 360-degree view of the field. Fans will be able to watch the game from drink rails or beach chair seating, get a unique look into the bullpens, check out the history of TigerTown, and enjoy unique food and drink offerings.

Kids Playground - Adjacent to the berm, our new playground will be the go to spot for kids of all ages. Centered around a 27-foot inflatable Tiger bounce house, the playground will also feature a whiffle ball field and other interactive games for kids to enjoy.

New Player Amenities - As a year around facility and rehabilitation center for both our major and minor league players.

Clubhouse and Weight Room - New clubhouses have been constructed for the Detroit Tigers and Flying Tigers, along with a brand new 7,068 square-foot weight room and agility area, one of the largest in all of Major League Baseball.

Minor League and Practice Fields - A new observation tower has been constructed, allowing player development staff to get a 360-degree view of the four practice fields. One field has been replaced with artificial turf, making it suitable for play shortly after rain storms and allowing year-round activity, while the other fields underwent maintenance in the offseason. New practice mounds and a 9,000 square-foot air-conditioned batting cage have also been erected.

Rehabilitation Facilities - The new athletic training facility is outfitted with some of today's most advanced treatment and rehabilitative modalities offered, allowing Lakeland to become a year-round rehabilitation and training facility for all major and minor league players. From class IV laser technology to neuromuscular

stimulation, the facilities will allow the Tigers sports medicine staff to promote a more efficient environment for the healing process to take place.

Seating Map



Driving Directions

TigerTown
2301 Lakeland Hills Blvd.
Lakeland, FL 33805

From Orlando

Take I-4 West towards Tampa to the CR-582 exit, EXIT 33. Turn left onto CR-582 S/N. Socrum Loop Road. Go under the overpass and veer to the right, turning onto SR-33, also known as Lakeland Hills Blvd. Publix Field at Joker Marchant Stadium is located approximately 2 miles on the left hand side of the street.

From Tampa

Take I-4 East towards Orlando to the US-98 S exit, EXIT 32. Turn right onto US 98 S/South Florida Avenue. Turn left at the second traffic light onto Griffin Road. Turn right at the second traffic light onto Lakeland Hills Blvd. Publix Field at Joker Marchant Stadium is located approximately ½ mile on the left hand side of the street.

From the South (Bartow/Mulberry)

From Bartow

Take S. Broadway Ave./US-98 N. approximately 12 miles to Massachusetts Avenue. Turn right on to Massachusetts Avenue/Lakeland Hills Blvd. Publix Field at Joker Marchant Stadium is located approximately 1.5 miles on the right hand side.

From Mulberry

Take SR-37 N./N. Church Avenue (will turn into S. Florida Avenue) approximately 13 miles. Turn right onto Memorial Blvd. (Stop completely behind the white line at the red light to avoid receiving a traffic citation). Turn left at the first traffic light onto Lakeland Hills Blvd. Publix Field at Joker Marchant Stadium is located approximately 1 mile on the right hand side of the street.

From the East (Winter Haven)

Take 6th Street north to SR-544 West. Make a left onto SR-544 West. Follow SR-544 West 3 miles and make a slight left turn onto US-92 W. Take US-92 approximately 11 miles to Lakeland Hills Blvd. Turn right onto Lakeland Hills Blvd. Publix Field at Joker Marchant Stadium is located approximately 1 mile on the right hand side of the street.



Detroit Tigers Spring Training



Experience the nostalgia of a Detroit Tigers Spring Training game in Central Florida where players are still accessible, kids are kids and the sun is always shining.

Spring Training Games in Lakeland

Spring training is the closest you can get to the way baseball used to be, the way it should be. Tickets are affordable. Cozy stadiums are rich with history and throwback features like berms, unlike their larger major league counterparts. Players are relaxed and approachable. In fact, fans are welcome to interact with players and often get lucky enough to return home with an autograph and cool story.



Publix Field at Joker Marchant Stadium

TigerTown is a world class complex second to none in Major League Baseball.

LED HD Video Displays and Scoreboard

A state-of-the-art HD videoboard and scoreboard, measuring 46 feet wide by 26 feet tall (1,196 square feet), sits atop the berm in left field, one of the largest boards in all of Spring Training, along with a ribbon board in right field. These boards enhance the day experience, from more player information and stats, to exciting in-game promotions.

Seating Options

Shade - 41% of Seats are Covered

We've got a lot of sunshine in Central Florida, so Joker Marchant Stadium has 2,098 covered seats, while more seats can be shaded with the extended roof. The 34 Club provides an additional 203 covered seats, while casting shade to sections 200-201.

Box Seats

Sections 111 and 112 were rebuilt and expanded in 2017, adding four additional box seat sections down the third base line (113-116), bringing the total seating in the 100 sections from 1,243 to 1,888.

Air Conditioned Spaces

The 34 Club, presented by Miller Lite, located atop sections 200-201, features an indoor bar and seating, an all-inclusive buffet and outdoor padded seating for 203 fans.

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Premium and Group Seating

The 34 Club, presented by Miller Lite will sit atop sections 200 and 201. This upscale offering celebrates the Tigers relationship with the City of Lakeland that dates back to 1934, the longest-standing relationship between a major league team and a current Spring Training host city.

Enjoy an all-you-can-eat buffet (the menu changes daily), air-conditioned indoor seats and outdoor seating. Perfect for individuals and small groups during Spring Training.

On Deck Suite

Situated behind section 208, the On Deck Suite Presented by CPS Investment Advisors provides a living room feel, with comfortable furniture and couches, HD TVs and an all-inclusive buffet (the menu changes daily). Outdoor seating is also available to take in all the action. The On Deck Suite is available for Spring Training in sets of four season tickets.

Hooters Dugout

Located adjacent to section 100 just down the first base line, the Hooters Dugout is the prime spot for autographs and player interaction. Perfect for groups of 30-40, the area includes an all-you-can-eat picnic with select ballpark and Hooters food, along with your own private waitress staff.

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Detroit Tigers



Attending a Tigers Game at Publix Field at Joker Marchant Stadium

The Detroit Tigers spring training home, Publix Field at Joker Marchant Stadium in Lakeland debuted an array of improvements for the 2017 season. Fans will find more shade, more box seats, more concession stands, a new 1,800 square foot merchandise store and more premium and group seating including the 34 Club.

[CLICK HERE](#) for a full description of the renovations made at Publix Field at Joker Marchant Stadium, prior to the 2017 season.

This new offering celebrates the Tigers relationship with the City of Lakeland dating back to 1934, the longest-standing relationship between a major league team and a current Spring Training host city.

Tigers Spring Training Ticket Prices & Information

2020 Ticket Prices and Information

34 Club: All Games \$85

Reserved

College: \$20

White: \$23

Orange: \$27

Navy: \$32

Grey: \$35

Left Field Box

College: \$18

White: \$21

Orange: \$25

Navy: \$30

Grey: \$33

Left Field Reserved

College: \$16

White: \$19

Orange: \$23

Navy: \$28

Grey: \$31

Berm Drink Rail

College: \$15

White: \$19

Orange: \$23

Navy: \$25

Grey: \$30

Berm, Runway and SRO

College: \$8

White: \$10

Orange: \$13

Navy: \$15

Grey: \$18

Batting Practice Pass: \$5

For ticket and 2020 season information, visit www.mlb.com/tigers/spring-training, or contact the Publix Field at Joker Marchant Stadium ticket office, via phone at (863) 686-8075.

Pitchers and catchers report: February 11; First full squad workout: February 17

Stadium Information

The 2020 season marks the Tigers 84th Spring Training in Lakeland and 55th at Publix Field at Joker Marchant Stadium (*the longest-standing relationship between a major league team and a current spring training city.*) The ballpark was built in 1966 and renovated in 2002 and in 2017.

Practices are held at Marchant Stadium and Tigertown.

Minor Leaguers practice at Tigertown Complex, 1901 North Lake Ave., Lakeland, FL (863) 686-8075.

Parking: \$8 per car in advance; \$10 on gameday. Premium parking \$20 in advance, n/a on gameday.

Dimensions: 340 feet down the foul lines and 420 feet to center.

Seating Capacity: 9,654

Publix Field at Joker Marchant Stadium is also home to the [Lakeland Flying Tigers](#), the Tigers Class A Florida State League affiliate



Directions to Publix Field at Joker Marchant Stadium

[Find in Google Maps](#)

From east or west: Take I-4 to Exit 33 and follow Route 33 South approximately 2.5 miles to Publix Field at Joker Marchant Stadium; park is on the left.

Traffic and Road Construction Information from the Florida Department of Transportation

Learn about important traffic and roadway conditions by visiting

www.FL511.com. This service reports travel times, road construction, lane closures and more on major Florida roadways.

Detroit Tigers Florida Spring Training

History

1930: Tampa

1934-42: Lakeland (Henley Field Ball Park)

1946-65: Lakeland (Henley Field Ball Park)

1966-present: Lakeland (Publix Field at Joker Marchant Stadium)

Tigers Spring Training Attendance

(2010-20)

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020*
Total Attendance	112,560	119,516	134,899	136,858	116,226	134,377	116,061	127,348	111,561	107,523	61,720
Games	15	17	17	17	15	17	15	17	17	16	10
Avg. Attendance	7,504	7,030	7,935	8,050	8,302	7,905	7,737	7,491	6,562	6,720	6,172

*The 2020 MLB Spring Training season was halted on March 12, 2020, as the coronavirus (COVID-19) pandemic swept through the United States stopping all sporting events, at the time, and discontinued large gatherings of people.

Area Information

Central Florida Visitors & Convention Bureau, (800) 828-7655 or www.VisitCentralFlorida.org

Other Nearby Spring Training Sites

- **Steinbrenner Field, Tampa, Home of the New York Yankees**
40 miles to the West
- **Spectrum Field, Clearwater, Home of the Philadelphia Phillies**
53 miles to the West
- **TD Ballpark, Dunedin, Home of the Toronto Blue Jays**
60 miles to the West



Spring Training Information



Due to the national emergency created by the coronavirus pandemic, MLB has announced that remaining Grapefruit League games will be cancelled. Fans should visit [tigers.com/spring](https://www.tigers.com/spring) for updates on tickets.

2020 Spring Training Ticket Refund Policy

Spring Training Tickets

In accordance with Major League Baseball suspending the 2020 Grapefruit League season, the Detroit Tigers remaining six home spring training games at Publix Field at Joker Marchant Stadium have been canceled (March 14 vs. Washington; March 15 vs. Toronto; March 17 vs. the New York Yankees; March 19 vs. Miami; March 20 vs. Pittsburgh; and March 24 vs. Pittsburgh. Refund information for fans holding tickets to any of those six games is included below.

Please Note: Information regarding tickets for any 2020 Detroit Tigers regular season home game at Comerica Park impacted by the delay in the start of the 2020 season will be announced in the future. 2020 Tigers regular season updates can be found [here](#).

Spring Training Season Tickets

Season Ticket Holders will be contacted directly by a Tigers representative and will have the option of a complete refund or credit for the 2021 spring training season. Refunds or credits exclude delivery fees. Refunds will be issued to the account holder of record using the same method of payment by which the tickets were purchased. If season ticket prepaid parking passes were purchased, a separate refund or credit will be issued. There is no need to return season tickets or parking passes to the Detroit Tigers for a refund or credit.

Spring Training Flex Plans

5+ Game Flex Plan Holders will be contacted directly by a Tigers representative and will have the option of a complete refund or credit for the 2021 spring training season. Refunds or credits exclude delivery fees. Refunds will be issued to the account holder of record using the same method of payment by which the tickets were purchased. If prepaid parking passes were purchased, a separate refund or credit will be issued. There is no need to return tickets or parking passes to the Detroit Tigers for a refund or credit.

Spring Training Group Tickets

Group ticket holders will be contacted directly by a Tigers representative and will have the option of a complete refund or credit for the 2021 spring training season. Refunds or credits exclude delivery fees. Refunds will be issued using the same method of payment by which the tickets were purchased. There is no need to return tickets to the Detroit Tigers for a refund or credit.

Spring Training Single-Game Tickets

Fans who have purchased single-game tickets or prepaid parking via tigers.com, or in person at Publix Field at Joker Marchant Stadium and used a credit card for their purchase do not need to return their tickets or parking passes. A complete refund will be automatically issued

to the account holder of record. Refunds or credits exclude delivery fees. Fans who purchased their tickets at the Publix Field at Joker Marchant Stadium ticket office and paid with cash will need to send original tickets for a refund along with name, address, email and daytime telephone number to the address below. Refund requests must be received at the address below no later than May 30, 2020. Please allow six to eight weeks for processing.

Detroit Tigers Ticket Office
Attn: Spring Training
2301 Lakeland Hills Boulevard
Lakeland, FL 33805

Tickets that have been purchased from a secondary market reseller cannot be refunded by the Tigers. Fans holding tickets that have been purchased through a secondary ticket reseller must consult that reseller for refund information.

Complimentary tickets, designated as comp on the ticket, have no cash value and are not eligible for a refund.

For more information call: 863.686.8075 or visit [tigers.com/spring](https://www.tigers.com/spring).

Lakeland Flying Tigers



The Detroit Tigers' Class A Affiliate team, the Lakeland Flying Tigers, play their Florida State League home games on Publix Field at Joker Marchant Stadium, which has been their home since 1967.

Minor League Baseball Games

Being a local team, the Lakeland Flying Tigers play through August. This means that even if you missed spring training fever, you can still catch a game during the summer on your Central Florida vacation. And you won't regret it. Lakeland Flying Tigers games are extremely entertaining and fits anyone's budget. Not only do you get to watch great baseball, you get to participate in fun events and promotions.

Game Promotions

Themes include Dogs Days of Summer, where man is invited to bring his four-legged best friend out for a night of man's favorite sport; Bromance Night, where Bros get group discounts, can lounge in a man cave and win manly prizes like fishing gear; and the Annual Wing Ding fundraiser, where every wing you eat helps a cause. The list could go on, but we think you get the point.

On a budget? One of the most popular promotions is "Dollar Days" where tickets are just \$1.00 and hot dogs and sodas are just \$1.00 as well.

Worried about the summer heat? Don't. Most games are held in the evening, providing a "cool" way to spend the day.

Joker Marchant Stadium Will Host High School Graduations



Polk County Public Schools found a place for June high school graduations that is large enough to allow social distancing: Publix Field at Joker Marchant Stadium. See the dates below; times are still being worked out, the school district said in a news release.

Students, families, staff and guests who don't feel comfortable attending can view the ceremonies live on the [Polk County Public Schools YouTube channel](#), the district says on its [graduation web page](#).

“By conducting the ceremonies at Publix Field at Joker Marchant Stadium, we will be able to give (seniors) the ceremony they deserve and have always wanted, while still abiding by social-distancing and health guidelines,” Superintendent Jacqueline Byrd said in a prepared statement. “We are so thankful to our partners at the City of Lakeland and the Detroit Tigers for helping to make this happen.”

Included are all traditional high schools as well as Gause Academy, Fresh Start, East Area Adult, Polk Grad Academy, Polk Virtual School, Roosevelt Academy,

Ridge Technical College, Triviss Technical College and West Area Adult.

At the stadium, students will be called to the field by name, where they will be seen on the jumbotron and photographed with their principal; “social distancing will be required in photos,” the school district noted.

Tentative dates for Lakeland schools:

- **Fresh Start:** Tuesday, June 9
- **George Jenkins:** Wednesday, June 10
- **Harrison School for the Arts:** Thursday, June 11
- **Kathleen:** Tuesday, June 9
- **Lake Gibson:** Saturday, June 6
- **Lakeland:** Thursday, June 11
- **Polk Virtual/Polk GRAD Academy:** Tuesday, June 16
- **Tenoroc:** Tuesday, June 16
- **West Area Adult School:** Monday, June 15

The Bartow IB School, which has many Lakeland students, is scheduled for Friday, June 12

Check a full list as well as FAQs [here](#)

The news release lists these health precautions being taken by Polk County Public Schools, the city of Lakeland and the Detroit Tigers:

- The Florida Department of Health is being consulted during the planning of graduation ceremonies.
- Temperatures will be checked as individuals enter the stadium. Anyone running a fever, including graduates, will not be allowed to attend or participate.
- Everyone will be required to wear a mask, including graduates.
- Graduates will receive four tickets each. The tickets will include a seat number. Limiting the number of guests and assigning them to seats at least six feet apart will ensure social distancing.
- The stadium, including seats, will be disinfected daily.
- Graduates will stand 6 feet apart during the ceremony.
- There will be no handshakes.
- Ceremonies will be condensed to approximately one hour to limit exposure.
- Graduates, guests and staff members are being reminded that graduation ceremonies are not mandatory. Anyone who does not feel safe should not attend.

**City of Sarasota
(Baltimore Orioles)**

City of Sarasota OTTED Grant for Retention of Spring Training Facility



Baltimore Orioles Spring Training Facilities

2020 Annual Report



August 18, 2020

Ms. Ryan Fierst
Staff Director
Division of Strategic Business Development
Florida Department of Economic Opportunity
107 E. Madison Street
Caldwell Building
Tallahassee, FL 32399

Re: City of Sarasota OTTED Grant for
Retention of Spring Training Facility

Dear Ms. Fierst:

Pursuant to F.S. 288.11631(4), we are submitting the following exhibits, which are required as part of our annual report for the above-referenced grant:

1. A one page summary clearly documenting the local and state funds expended on the facility through June 30, 2020.
2. Copies of both the Memorandum of Understanding (MOU) between Sarasota County and the Baltimore Orioles, and the Interlocal Agreement between the City of Sarasota and Sarasota County are included to evidence the contractual relationships.
3. A summary of the current economic impact of the spring training facility on the local level.
4. Please see attached letter with attachments, updating the items previously supplied to Dr. Brill that evidences we continue to meet the criteria in effect when the City of Sarasota was certified and recertified.

If you have any questions regarding the documents submitted, please contact me.

Sincerely,

Kelly R. Strickland, CPA, CGFO
Finance Director

Attachments

1. Detailed Report on All Local and State Funds
Expended to Date on the Project Being Financed
Under Section 288.11631, Florida Statutes

City of Sarasota (Baltimore Orioles)

Criterion (F.S. 288.11631)	Response	Documentation
4.(a).1. A detailed report on all local and state funds expended to date on the project being financed.	One-page summary documenting the local and state funds expended on the facility through June 30, 2020.	Exhibit 1 Note: In addition to the one-page summary, included in the Economic Impacts of the Spring Training Facility (Exhibit 3) is the direct County capital expenditures for the stadium for the State Fiscal Year.
4.(a).2. A copy of the contract between the certified local governmental entity and the spring training team.	Copies of both the MOU between Sarasota County and Orioles, and the Interlocal Agreement between the City of Sarasota and Sarasota County.	Exhibit 2
4.(a).3. A cost-benefit analysis of the team's impact on the community.	A summary of the current economic impact of the spring training facility at the local level.	Exhibit 3
4.(a).4. Evidence that the certified applicant continues to meet the criteria in effect when the applicant was certified	Attached letter with attachments, updating the items previously supplied to Dr. Brill that evidences we continue to meet the criteria in effect when the City of Sarasota was certified and recertified.	Exhibit 4
Criterion (per previous F.S. 288.1162)		
5.(d) An official letter from the City of Fort Lauderdale acknowledging the Baltimore Orioles are relocating to Sarasota from their spring training location in Fort Lauderdale	Reference to Exhibits	Pages 4 and 5 of Exhibit 4
5.(b).2. A signed agreement between Sarasota and Baltimore Orioles for a retained spring training franchise.	Reference to Exhibits	Page 3 of Exhibit 4 and Exhibit 2
5.(b).3. Documentation of the local match for at least 50% funds to be used for the spring training facility as required by section	Reference to Exhibits	Exhibit 1
Written agreement from Sarasota that the state funds will only be used for the renovation or expansion of the Ed Smith Stadium complex and corresponding major league operations	Reference to Exhibits	Pages 1 and 6 of Exhibit 4

2. Copy of Contract Between the Certified Local Governmental Entity and the Spring Training Team

(To fulfill this requirement, the Memorandum of Understanding between Sarasota County and the Baltimore Orioles, and the Interlocal Agreement between the City of Sarasota and Sarasota County are provided to evidence the contractual relationship.)

BOARD RECORDS
FILED FOR RECORD

CONTRACT NO. 2009-398
BCC APPROVED 7/22/09

Exhibit 2

2009 JUL 24 PM 3:36

KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

INTERLOCAL AGREEMENT
BETWEEN THE
CITY OF SARASOTA
AND
SARASOTA COUNTY
FOR
MAJOR LEAGUE BASEBALL SPRING TRAINING USE
BY THE
BALTIMORE ORIOLES

This Interlocal Agreement is entered into this 24th day of July, 2009 by and between the City of Sarasota, Florida and Sarasota County, Florida.

Section 1. Recitals.

- 1.1 The City owns a Major League Baseball Spring Training Complex which is referred to as the City of Sarasota Sports Complex.
- 1.2 The Sports Complex has been used for Major League Baseball Spring Training Activities since 1989. The Sports Complex is presently leased to the Cincinnati Reds Major League Baseball club under a lease that will expire on October 31, 2009
- 1.3 The City and the County each desire that the Sports Complex continue to be used for Major League Baseball Spring Training Activities.
- 1.4 The Sports Complex requires substantial renovation in order to attract a Major League Baseball team to conduct its Spring Training Activities at the Sports Complex.
- 1.5 The City has expressed its desire to transfer ownership of the Sports Complex to the County for use as a substantially renovated Major League Baseball Spring Training facility.
- 1.6 The County is interested in acquiring ownership of the Sports Complex for such use.

Section 2. Legal Authority.

2. This Agreement is entered into under the authority of Chapters 125 and 166, Florida Statutes and Section 163.01, Florida Statutes.

Section 3. Definitions.

“City” means the City of Sarasota, Florida a municipal corporation.

“County” means Sarasota County, Florida a political subdivision of the State of Florida.

“Environmental Monitoring and Reporting Requirements” means obligations of the City under applicable environmental laws and as set forth in a consent order entered into between the City and the Florida Department of Environmental Protection with respect to the Sports Complex.

“Furniture, Fixtures and Equipment” means all of the furniture, fixtures and equipment used and useful in connection with the operation, maintenance and use of the Sports Complex as more fully described on the attached Exhibit “A”.

“OTTED” means the Florida Office of Tourism, Trade, and Economic Development.

“OTTED Funds” means grant funds provide by the State of Florida to the City through OTTED for the purpose of constructing new or substantially renovated Major League Baseball Spring Training facilities in order to attract or retain a Major League Baseball club to conduct its Spring Training Activities within the State of Florida.

“Spring Training Activities” means Major and Minor League player preseason training, Major and Minor League games, player rehabilitation, extended spring training operations and other year-round baseball related activities.

“Sports Complex” means the City of Sarasota Sports Complex consisting of approximately 37 acres of land and improvements located at the intersection of 12th Street and Tuttle Avenue, together with approximately 15 acres of additional lands located North of 12th Street and South of 17th Street more particularly described on the attached Exhibit “B”.

“TDT Revenues” means Tourist Development Tax Revenues collected by the County as authorized by Section 114-64 of the Sarasota County Code, to be used to fund the costs to construct and maintain Major League Baseball Spring Training facility.

Section 4. City Obligations.

4. Subject to the Conditions Precedent set forth in Section 6 hereof, the City agrees as follows:
 - 4.1 The City agrees to transfer ownership of the Sports Complex to the County by fee simple deed at such time as the County shall reasonably request after the lease of the Sports Complex to the Cincinnati Reds has expired.
 - 4.2 The City agrees to continue to perform its Environmental Monitoring and Reporting Requirements after the effective date of this Interlocal Agreement and following transfer of title to the Sports Complex to the County.
 - 4.3 The City agrees to transfer the Furniture, Fixture and Equipment to the County by Bill of Sale to be delivered to the County simultaneously with the delivery of the deed to the Sports Complex.
 - 4.4 The City agrees to provide the County with copies of all documents, surveys and reports pertaining to the condition of and use of the Sports Complex as requested by the County.
 - 4.5 The City agrees to take such action as may reasonably be necessary, including the filing of an amendment to its OTTED grant funding application, to satisfy OTTED that the grant funding will be made available and can be used to fund the substantial renovation of the Sports Complex to be leased to the Baltimore Orioles Major League Baseball club.
 - 4.6 The City agrees to use its best efforts to issue its bonds to be repaid by the OTTED funds no later than thirty (30) days following receipt of notice from the County that it, or its designee, is prepared to authorize a contract for the substantial renovation of the Sports Complex.
 - 4.7 The City agrees to transfer the accumulated OTTED funds and actual OTTED bond proceeds, less reasonable costs of issuance, to the County in an amount estimated to be not less than \$7.5 million within three (3) days after the bond closing.
 - 4.8 The City agrees to provide expedited review and priority scheduling for any permit or development approval submitted to the City by the County, or its designee, in connection with the renovation, expansion or use of the Sports Complex.
 - 4.9 The City agrees to be bound by the terms of the Environmental Indemnification in favor of the Baltimore Orioles and the County as set forth in the attached Exhibit "C." Upon adoption of this Interlocal Agreement, the City and County shall promptly present to the Orioles for acceptance the terms and conditions of Exhibit "C." Upon written acceptance by the Baltimore Orioles, the Environmental Indemnification and the rights and obligations of the City, the County and the Orioles set forth in Exhibit "C" shall be fully enforceable with all remedies at law and in equity available to the City, County and the Orioles.

Section 5. County Obligations.

5. Subject to the Conditions Precedent set forth in section 6 hereof, the County agrees as follows:
 - 5.1 The County agrees to accept the transfer of ownership of the Sports Complex from the City for use as a Major League Spring Training and community use facility. The purchase price to be paid by the County to the City at the time of transfer shall be One dollar.
 - 5.2 The County agrees to use its best efforts to negotiate the terms of a Memorandum of Understanding with the Baltimore Orioles Major League Baseball club which would obligate the County and the Baltimore Orioles to design and complete a substantial renovation to the Sports Complex for use by the Baltimore Orioles pursuant to the terms of a thirty (30) year lease. The Memorandum of Understanding shall include provisions insuring the continued community use of the Sports Complex for not less than twenty-one (21) days per year and may include provisions granting naming rights to the Sports Complex to the Baltimore Orioles.
 - 5.3 The County agrees that it shall take all actions necessary to insure that the Baltimore Orioles continue to occupy the Sports Complex and to otherwise comply with the OTTED grant conditions during the term of the OTTED grant obligations, including the filing of a civil lawsuit seeking injunctive relief or specific performance, if necessary.
 - 5.4 The County agrees to conduct the public hearing necessary to allow it to amend its TDT plan to allow the use of up to one-half of one percent of its TDT Revenues to construct Major League Baseball Spring Training facility.
 - 5.5 The County agrees to use its best efforts to issue its bonds to be repaid from its TDT Revenues no later than thirty (30) days after it notifies the City that it, or its designee, is prepared to authorize a contract for the substantial renovation of the Sports Complex.
 - 5.6 The County agrees that the City shall have no financial obligation to provide funding for the substantial renovation of the Sports Complex other than the City's obligations with respect to the OTTED funds.
 - 5.7 The County agrees that the City shall have no financial obligation to provide funding for the operation and maintenance of or capital repairs and improvements to the Sports Complex during the time that the Sports Complex is in County ownership.
 - 5.8 The County agrees that the City will have no financial obligation to pay ad valorem taxes or assessments levied or imposed against the Sports Complex during the time that the Sports Complex is in County ownership.

- 5.9 The County agrees that the plaques honoring Ed Smith and Red Ermish presently at the Sports Complex will be displayed at the Sports Complex following its substantial renovation.
- 5.10 The County agrees that the City shall have the right to access tickets provided to the County for economic development purposes for Major League Spring Training games through a process to be established by the County provided that such use shall be for economic development purposes.
- 5.11 The County agrees to notify the City at such time as any bonds, including refunding bonds, issued to fund capital improvements to the Sports Complex are repaid in full.

Section 6. Conditions Precedent.

- 6. The obligations of the City and County are conditioned upon the satisfaction of the following conditions precedent:
 - 6.1 Receipt of concurrence from OTTED, or other State office or official having the requisite authority, indicating that the OTTED Funds may be transferred by the City to the County for use in connection with a substantial renovation of the Sports Complex and long term lease of the Sports Complex to the Baltimore Orioles.
 - 6.2 Execution of a Memorandum of Understanding between the County and the Baltimore Orioles pursuant to which the County and the Baltimore Orioles agree to cause the substantial renovation of the Sports Complex using OTTED bond proceeds, and accumulated OTTED funds, TDT bond proceeds, and legally available accumulated TDT funds, and funds contributed to the project by the Baltimore Orioles, if required, as well as agreement on the terms of a lease of not less than thirty (30) years pursuant to which the Baltimore Orioles will be obligated to hold Spring Training Activities at the Sports Complex.

In the event that one or both of the above-described conditions precedent are not satisfied prior to September 30, 2009 then either the City or the County may elect to terminate this Interlocal Agreement by providing written notice of termination to the other party.

Section 7. Future Use and Ownership of the Sports Complex.

- 7.1 The County shall have the obligation to transfer ownership of the Sports Complex back to the City in the event that: (1) Major League Spring Training Activities at the Sports Complex are discontinued by the Baltimore Orioles for a period of two (2) years and no other Major League Baseball club agrees to use the Sports Complex for Spring Training Activities, and (2) the County has repaid any and all debt issued in connection with the substantial

renovation of the Sports Complex or any future capital repair or improvement; provided, however, that the County shall not issue debt having payment obligations that extend beyond the term of the lease, or any lease extension, between the County and the Baltimore Orioles. In order to effectuate this obligation the City must first notify the County in writing that it is of the opinion that the two above-described events have occurred including a demand that ownership of the Sports Complex be transferred back to the City. The purchase price to be paid by the City to the County at the time of transfer shall be One dollar.

- 7.2 Upon transfer of the Sports Complex back to the City the Sports Complex shall be used for public recreational or other public use. In the event that the City desires to make the Sports Complex available for non-public uses the County shall have the option to purchase or lease the Sports Complex from the City. If the Sports Complex is purchased, the purchase price to be paid by the County to the City at the time of transfer shall be the appraised value of the Sports Complex land exclusive of the value of the improvements assuming its use as a publicly owned Sports Complex. If the Sports Complex is leased, the rent to be paid by the County to the City shall be established on the basis that it is a land lease only and shall exclude the value of the improvements.

Section 8. Assignment.

No assignment, delegation, transfer or novation of this Interlocal Agreement or any part thereof shall be made, unless approved in writing by City and County.

Section 9. Notices.

Any notices or other documents permitted or required to be delivered pursuant to this Interlocal Agreement shall be delivered in writing by hand or United States Postal Service, certified mail, return receipt requested to the following address:

Notices to City shall be sent to:

City of Sarasota, Florida
1565 First Street
Sarasota, Florida 34236
Attn: City Manager

Notices to County shall be sent to:

Sarasota County
1660 Ringling Boulevard

Sarasota, Florida 34236
Attn: County Administrator

Section 10. Effective Date.

This Interlocal shall become effective upon recording of a certified copy in the Official Records of Sarasota County pursuant to Section 163.01 (11), Florida Statutes.

IN WITNESS WHEREOF, this Interlocal Agreement was signed and sealed in duplicate by the respective parties hereto.

CITY OF SARASOTA, FLORIDA

By: Richard Clapp
Richard Clapp, Mayor

Dated: 7-23-09

ATTEST:

Billy E. Robinson
City Auditor & Clerk



COUNTY OF SARASOTA

By its Board of County Commissioners

By: Joni Thaxton
Joni Thaxton, Chair

Dated: 7/24/2009

ATTEST:

Karen E. Rushing, Clerk of Circuit Court and Ex Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: Paula J. Clinton
Deputy Clerk

Approved as to form and correctness:

Robert M. Fournier
City Attorney

Approved as to form and correctness:

Steph...
County Attorney

Additions

CONCESSION - HOME PLATE

2	POPCORN WARMERS	2 popcorn warmers
1	HOT WATER HEATER	1 hot water heater
2	HAND LAV	2 hand sinks
1	SINK UNIT	1 sink unit
1	WALK-IN BEER BOX	1 walk-in cooler
1	PRETZEL BAKER	1 Impinger Pretzel maker (purchased in 2001)
3	PREP. TABLE	5 Stainless steel prep tables; 1 with a utensil drawer
1	HOT DOG COOKER	1 hot dog cooker (purchased in 2001)
1	ICE MACHINE AND BIN	1 ice machine purchased in 2001
1	CONDIMENT STAND	Scrap
2	CONDIMENT SERVERS	Scrap
5	SHELVE UNITS	8 shelve units
1	Coffee Maker	1 Newco 2-warmer coffee maker
2	Nacho Cheese Dispensers	2 Gehls Nacho Cheese Dispensers
1	Convection Oven	1 Blodgett Convection Oven
3	Coffee Cambro	3 Rubbermaid Coffee Cambro
1	Water filtration system	1-2filter water filtration system on ice maker
2	SODA UNITS	4 soda units (Owned by Pepsi)
1	SERVING COUNTER	1 serving counter
1	BEER SYSTEM (4 TOWER)	1 non-working system; 1 new system in 2006 (6 tower)
6	CASH DRAWERS	1 register, 2 cash boxes, 2 cash drawers
5	ROLL WARMERS	6 roll warmers, 5 Alto Sham; 1 Toastmaster
3	PRETZEL DISPLAYS	2 pretzel displays 850B & 850 (Owned by J&J Snack Foods)
4	MENU BOARDS	4 menu boards (replaced in 2006)?
1	BACK BAR	1 back counter
2	POPCORN WARMERS	2 popcorn warmers
1	HOT WATER HEATER	1 hot water heater
2	HAND LAV	2 hand sinks
1	SINK UNIT	1 sink unit
1	WALK-IN BEER BOX	1 walk-in cooler
1	PRETZEL BAKER	1 Impinger pretzel maker (purchased 2001)
4	PREP TABLE	4 standard Stainless Steel; 1-4' Stainless Steel
1	HOTDOG COOKER	1 hot dog cooker (purchased in 2001)
1	ICE MACHINE AND BIN	1 ice machine purchased in 2001
1	CONDIMENT STAND	Scrap
2	CONDIMENT SERVERS	Scrap
6	SHELF UNITS	6 shelf units
1	GRILL	1 grill
1	FRYER BATTERY	2 - 2 basket fryers
1	UP-DRAFT EXHAUST UNIT	1 exhaust unit

Exhibit 2

	1	FIRE PROTECTION SYSTEM	1 fire protection system	
	2	HOT FOOD HOLDING UNITS	2 hot food holding units	
	1	DUMP STATION		
Additions	1	Coffee Maker	1 Newco 2-warmer coffee maker	
	2	Nacho Cheese Dispensers	2 Gehls Nacho Cheese Dispensers	
	2	Freezer Units	2 Ice Cream Freezers (Good Humor)	
	2	Freezer Units	2 Tabletop Ice Cream Freezers (small)	
	1	Convection Oven	1 Garland Convection Oven	
	1	Ice Cream Machine	1 Taylor IC Machine 2 compartment but only 1 compartment works	
	1	Pot Warmers	1 Electric Pot Warmers	
	1	Water filtration system	1-2filter water filtration system on ice maker	
COMMISSARY	1	WALK-IN REFRIGERATOR/FREEZER	1 walk-in cooler; 1 walk-in freezer	
	1	HOTDOG COOKER	1 hot dog cooker purchased in 2001	
	1	ICE MACHINE	1 ice machine (purchased in 2001)	
	1	HAND LAV	1 hand sink	
	1	SINK UNIT	1 sink unit	
	1	FAST FILL UNIT	Scrap	
	1	STADIUM POPPER	1 stadium popper (doesn't work); 1 popper purchased in 2003	
	15	SHELF UNITS	15 shelf units	
	2	PREP. TABLES		
	3	PICKUP TABLES		
	3	CASH DRAWERS		
	Additions	1	Shelves	1 4-tier plastic shelve
		1	Washer	1 Kenmore Heavy Duty Washer
		1	Dryer	1 GE Select Dryer
3		Uniform Racks	3 uniform racks	
1		Uniform Cabinet	1 Uniform Cabinet	
MISCELLANEOUS	2-4	PORTABLE NOVELTY STANDS		
	5	PORTABLE BEER UNITS	3 Sold in 2008, 1 3-keg unit @ Spec Beer, 1 2-keg unit @ 1st Base	
	2	FILE CABINETS	7 file cabinets; 3 in office, 3 in 3rd Base, 1 in Commissary	
	2	DESKS AND CHAIRS	2 desks in office; 1 desk in HP; chairs for all desks	
	2	CALCULATORS	2 calculators in office	
	1	COPY MACHINE	1 copy machine outside office (does not work-can't get parts anymore)	
	2	SAFES	1 in HP (unk combo); 1 in Office	
2	ALARM SECURITY SYSTEMS (HP & 3RD BASE)	Keypads installed but only Office is hooked up		

Exhibit 2

Additions

	3 ELECTRICAL OUTLETS (FENCE)	4 electrical outlets with 3 8-breaker boxes (fence); 2 elec outlets on front of 1st Base Concessions; 2 elec boxes in fenced area
	4 EXHAUST FANS IN ALL FOUR STANDS	4 exhaust fans in all stands and commissary
	1 OFFICE WITH AIR CONDITIONING	1 office with air conditioning
	Misc. Smallwares	Many misc pots, pans, etc.
	Misc. Beer Tubs	Misc Beer and Bus Tubs
	Misc. Chip Racks	Misc. chip racks in all stands and Commissary
	First Aid Kits	First Aid Kits in all stands & commissary
	1 Time Clock	Time Clock in HP
	1 Sandwich Prep Table	1 Electric Sandwich Prep Table (compressor out) in picnic area
	Misc.	Extension cords, tables
	1 Radio and Charger	Motorola Radius GP300 Radio and Charger
	4-5 HOTDOG CARTS	2 HD Carts in 1st Base, all others scrapped
	10-15 STANDING WARMER CABINETS	8 in 1st Base; 1 in 3rd Base, 1 in HP, all others scrapped

NEW IMPROVEMENTS

ASSET #	Purchase Price	Item	Serial #	Org. Pur. Date	Date Acq.	Value
A014796	17,606.00	STADIUM SOUND SYSTEM		03/30/1989	03/30/1989	
A016086	1,400.00	CONCRETE WASTE CONTAINERS		04/03/1990	04/03/1990	
A016934	1,200.00	BLUE TOPS/CONCRETE WASTE CONTA		01/29/1991	01/29/1991	
A017598	1,723.00	PORTABLE TURNSTILE		12/12/1991	12/12/1991	
A018250	30,005.00	WARRENS TERRA COVER		12/03/1991	12/03/1991	
A020844	850.00	71" DESK		10/03/1996	10/03/1996	
A020845	2,100.00	CREDENZA		10/03/1996	10/03/1996	
A020996	1,822.00	BATTING TUNNEL NET		02/17/1997	02/17/1997	
A021814	2,785.16	LOADER	W00440X016	02/26/1998	02/26/1998	\$350
A021815	1,832.04	TILLER	W00550X160	02/26/1998	02/26/1998	\$200
A021816	15,160.29	TRACTOR	M00970B17C	02/26/1998	02/26/1998	\$1,000
A021817	2,778.13	MOWER W ATTACHMENT	M00297X160	02/26/1998	02/26/1998	
A021844	2,190.00	6' DESK W/BOOKCASE		03/30/1998	03/30/1998	
A023152	3,395.00	DESK (RECEPTION AREA)		09/22/1999	09/22/1999	
A023248	2,000.00	SERVING COUNTER		01/15/2000	01/15/2000	
A023249	1,000.00	BEER SYSTEM (4 TOWER)		01/15/2000	01/15/2000	
A023250	1,000.00	BACK BAR		01/15/2000	01/15/2000	
A023251	2,500.00	WATER-IN BEER BOX		01/15/2000	01/15/2000	
A023252	500.00	HOTDOG COOKER		01/15/2000	01/15/2000	
A023253	1,000.00	ICE MACHINE AND BIN		01/15/2000	01/15/2000	
A023254	1,000.00	SERVING COUNTER		01/15/2000	01/15/2000	
A023255	1,000.00	BEER SYSTEM (4 TOWER)		01/15/2000	01/15/2000	
A023256	750.00	BACK BAR		01/15/2000	01/15/2000	
A023257	2,500.00	WATER-IN BEER BOX		01/15/2000	01/15/2000	
A023258	1,000.00	ICE MACHINE AND BIN		01/15/2000	01/15/2000	
A023259	1,500.00	SERVING COUNTER		01/15/2000	01/15/2000	
A023260	1,000.00	BEER SYSTEM (4 TOWER)		01/15/2000	01/15/2000	
A023261	1,000.00	BACK BAR		01/15/2000	01/15/2000	
A023262	2,500.00	WALK-IN BEER BOX		01/15/2000	01/15/2000	
A023263	500.00	HOTDOG COOKER		01/15/2000	01/15/2000	
A023264	500.00	FRYER BATTERY		01/15/2000	01/15/2000	
A023265	1,000.00	ICE MACHINE AND BIN		01/15/2000	01/15/2000	
A023266	750.00	UP-DRAFT EXHAUST UNIT		01/15/2000	01/15/2000	
A023267	500.00	FIRE PROTECTION SYSTEM		01/15/2000	01/15/2000	
A023268	3,000.00	WALK-IN REFRIG/FREEZER		01/15/2000	01/15/2000	
A023269	500.00	HOTDOG COOKER		01/15/2000	01/15/2000	

Exhibit 2

A023270	1,250.00	ICE MACHINE		01/15/2000	01/15/2000		
A023271	1,000.00	STADIUM POPPER		01/15/2000	01/15/2000		
A023277	1,000.00	PORTABLE BEER UNIT		01/15/2000	01/15/2000		
A023279	500.00	SAFE		01/15/2000	01/15/2000		
A023280	500.00	SAFE		01/15/2000	01/15/2000		
A024094	3,976.50	WORKHORSE 1000E	1388659	02/12/2001	02/12/2001	\$	500.00
A025076	3,500.00	NON-FOLDING CAGE		10/16/2002	10/16/2002	\$	300.00
A025308	2,406.85	LIFEPAK 500 AED UNIT & CABINET	30881684	03/10/2003	03/10/2003	\$	50.00
A025636	731.00	5 HP VAC PUSH BLOWER	04090371	09/16/2003	09/16/2003		
A025917	6,690.75	LAPTOP COMPUTER-CLICK EFFECTS		01/13/2004	01/13/2004	\$	100.00
A025918	3,967.25	HOSHIZAKI FLAKER MACHINE	P01078M	02/10/2004	02/10/2004		
A025984	4,799.83	100' X 30' SPECTRA NETTING		02/27/2004	02/27/2004		
A026069	7,782.00	MOWER	240000703	08/26/2004	08/26/2004	\$	1,000.00
A026728	575.00	2ND BASE SCREEN		01/28/2005	01/28/2005		
A026729	16,145.81	MULTI PRO 1250 SPRAYER	240000514	12/22/2004	12/22/2004	\$	4,800.00
A026730	7,279.04	SAND PRO 2020	250000126	12/22/2004	12/22/2004	\$	500.00
A026731	5,146.87	GREENMASTER WALK BEHIND MOWER	240000699	12/23/2004	12/23/2004	\$	500.00
A026732	10,753.40	TORO WORKMAN 3100	240000255	01/05/2005	01/05/2005	\$	4,000.00
A026733	20,002.76	REELMASTER 3100	240000290	01/05/2005	01/05/2005	\$	8,000.00
A026734	28,964.64	REELMASTER 5500	240000775	01/13/2005	01/13/2005	\$	12,000.00
A026735	18,121.97	WORKMAN 3200 LCG	250000117	01/26/2005	01/26/2005	\$	6,000.00
A027306	740.00	TILT TRUCK		03/06/2006	03/06/2006		
A027307	10,279.48	SAND PRO 3020	250000683	02/24/2006	02/24/2006	\$	5,400.00
A027308	1,651.89	FINISH GRADER W/SCARIFIER BAR	260000104	02/24/2006	02/24/2006	\$	500.00
A027326	2,000.00	BATTING CAGE NET		01/31/2006	01/31/2006		
A027327	600.00	SECOND BASE SCREEN		02/06/2006	02/06/2006		
A027328	600.00	SECOND BASE SCREEN		02/06/2006	02/06/2006		
A027887	1,398.00	PRESSURE WASHER		11/04/2006	11/04/2006	\$	400.00
A028151	23,460.20	REELMASTER 3100-D	270000116	12/14/2006	12/14/2006	\$	12,000.00
A028699	1,200.00	SECOND BASE SCREEN		01/17/2008	01/17/2008		
A029317	2,660.00	JOHN DEERE TILLER	LV0665A1403	12/31/2008	12/31/2008	\$	1,000.00
A03278	1,000.00	PORTABLE BEER UNIT		01/15/2000	01/15/2000		
							\$58,600TLT

Exhibit 2

- EXHIBIT B: Parcel Identification**
- 2023-01-0014 - 1433 Stringfield Ave
 - 2023-01-0037 - 1500 Stringfield Ave
 - 2023-01-0054 - Lowry Avenue
 - 2023-01-0056 - 1550 Lowry Ave
 - 2023-01-0058 - Lowry Avenue
 - 2023-01-0059 - 1520 Lowry Ave
 - 2023-01-0060 - 1520 Lowry Ave
 - 2023-08-0015 - 1205 Stringfield Ave
 - 2023-09-0001 - 2700 12th St



Ed Smith Stadium

Aerial

SARASOTA COUNTY, FLORIDA



EXHIBIT "C"

Environmental Indemnification

The City covenants and agrees, at its sole cost and expense, to defend, hold harmless, indemnify, protect and save: (i) the Orioles, including its directors, officers, partners, employees, consultants, vendors, contractors or agents; (ii) any persons or entities owned or controlled by, under common control or affiliated with the Orioles; (iii) the heirs, personal representatives, successors and assigns of each of the aforementioned persons or entities; and (iv) the County, including its commissioners, officers, employees, consultants, vendors, contractors or agents; (individually and collectively, "Indemnified Parties"), now and forever, against and from any demand, claim, assessment, costs, disbursements, expenses, penalty, liability, judgment, verdict, obligation, attorneys fees, suits or proceedings, of any kind and any nature, including personal injury, property damage, death, disability, or other damage of or to any person or property, which may at any time be required, imposed, incurred, asserted or awarded against an Indemnified Party, whether arising directly or indirectly from, or in any way related to:

- a. The existence of any hazardous materials on, in, under, affecting or emanating from all or any portion of (1) the real property located at 12th Street and Tuttle which has historically been used as a Major League Spring Training facility and includes training facilities, practice fields, clubhouses, offices, the "Ed Smith Stadium" and other improvements and fixtures located thereon, as well as (2) the real property located North of 12th Street and South of 17th Street and the corner parcel North of 12th Street (collectively, the "Major League Site");
- b. Any act, omission, event or circumstance existing or occurring in connection with the handling, treatment, containment, removal, storage, decontamination, clean-up, transport or disposal of any hazardous material existing on, in, under, affecting or emanating from all or any portion of the Major League Site, including any development of the Major League Site;
- c. Any violation of any State of Florida or Federal environmental laws, rules, guidelines, regulations or ordinances regardless of whether any act, omission, event or circumstance giving rise to the violation constituted a

violation at the time of the occurrence or inception of such act, omission, event or circumstance; and/or

- d. Any environmental claim or the filing or imposition of any environmental lien against the Major League Site, because of, resulting from, in connection with, or arising out of any of the matters referred to in (a) through (c) above.

In addition, the City shall indemnify the Indemnified Parties for, without limitation, all of the following: (i) the costs of remediation, removal or abatement of hazardous materials from the Major League Site or, when applicable, the surrounding areas; (ii) additional costs required to take necessary precautions to protect against, or to mitigate the effects of, the release of hazardous materials on, in, under, affecting or emanating from the Major League Site or into the air, any body of water, any other public domain or any surrounding areas, including any professional consultative fees and costs related thereto; and (iii) costs incurred to comply, in connection with all or any portion of the Major League Site or, when applicable, any surrounding areas, with all applicable Laws with respect to hazardous materials. Notwithstanding the above, the foregoing indemnity shall not apply to the extent any of the foregoing relates to hazardous materials transported onto the Major League Site by the Indemnified Parties subsequent to execution of this Indemnity.

The City shall provide, in a timely manner and in the manner required by the County's and the Orioles' Project Representatives, Project architects and General Contractor, such environmental information as may be necessary or beneficial to the Project and its timely completion within the established budget, including any consultative reports or other material information regarding the environmental conditions of the Major League Site and or any updates regarding the negotiations with State or Federal environmental agencies to achieve No Further Action (NFA) status for the Major League Site.

The City shall have the right to participate and provide input in any scheduled project development meeting(s) scheduled and attended by the County's and Orioles' Project Representatives, the Project architects and General Contractor wherein decisions as to the Project are made which may materially affect the City's environmental monitoring, remediation, removal, abatement cleanup or indemnification obligations.

The County's and Orioles' Project Representatives, Project architects and General Contractor shall give due and reasonable consideration to the environmental information provided by the City and/or its environmental consultants and will endeavor to accommodate the reasonable requests of the City and its environmental consultants if practicable within the scope and design of the Project and provided that such requests do not cause any unreasonable modification or diminution of the Project or its design and provided that such requests do not cause any unreasonable additional expense or unreasonable delay in the timely completion of the Project.

To the extent that remediation, removal or abatement of hazardous materials on, in, under, affecting or emanating from the Major League Site is necessary, the City, the County and the Orioles shall meet and confer to discuss the various options available for such remediation. Time being of the essence, upon identification of the remediation option(s), subject to permitting and regulating agency approval, the City shall expeditiously retain qualified vendor(s), unless the City, the Orioles and the County agree to otherwise retain qualified vendor(s), to perform the remediation, removal or abatement who shall, upon retention, coordinate with the Orioles' and County's Project representatives, Project architects and General Contractor as to all such remediation, removal or abatement, including as to the dates, times, conditions and manner for the performance of the remediation, removal or abatement.

Without limiting any other obligation of the City herein, any cost or expenses caused by the accommodation or implementation of the City's and/or its environmental consultants' request(s) and remediation, removal or abatement shall be the sole responsibility of the City.

STATE OF FLORIDA
COUNTY OF SARASOTA
I HEREBY CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE ORIGINAL FILES
IN THIS OFFICE WITNESS MY HAND AND OFFICIAL
SEAL THIS DATE 7/24/2009
KAREN E RUSHING, CLERK OF THE CIRCUIT COURT
EX-OFFICIO CLERK TO THE BOARD OF COUNTY
COMMISSIONERS, SARASOTA COUNTY, FLORIDA
BY Paula J. Anton
CLERK

CONTRACT NO. 2009-399

BCC APPROVED 7/22/09

SPRING TRAINING FACILITY
MEMORANDUM OF UNDERSTANDING

THIS SPRING TRAINING FACILITY MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into effective as of the 22nd day of July, 2009 (the "Effective Date"), by and between SARASOTA COUNTY, a political subdivision of the State of Florida ("County") and the Baltimore Orioles Limited Partnership, a Maryland limited partnership ("Orioles"). The County and the Orioles each may be referred to herein as a "Party" and collectively as the "Parties."

BOARD RECORDS
FILED FOR RECORD

JUL 22 PM 11:42
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

RECITALS

WHEREAS the City of Sarasota (the "City") is the owner of: (1) the real property located at 12th Street and Tuttle which has historically been used as a Major League Spring Training facility and includes training facilities, practice fields, clubhouses, offices, the "Ed Smith Stadium" and other improvements and fixtures located thereon, as well as (2) the real property located North of 12th Street and South of 17th Street and the corner parcel North of 12th Street, which are both utilized for parking for the Major League Spring Training facility and as are more particularly set forth in Exhibit 1 attached hereto (collectively, the "City Land");

WHEREAS, the City adopted its Resolution No. 09R-2094 on May 4, 2009 indicating its willingness to make its Ed Smith Stadium complex available to the Baltimore Orioles for Spring Training and other Major League Baseball purposes and to transfer to the County the aforementioned City Land, along with ancillary parcels of real property (and improvements) in connection therewith for the full beneficial use by the Orioles, which parcels together consist of +/-53 acres of real property more particularly described on Exhibit 1 attached hereto (collectively, with all furniture, fixtures, equipment and improvements, the "Major League Site"), and the City and the County have entered into an interlocal agreement (the "Interlocal Agreement") which includes the foregoing and the purchase of the City Land, including the Major League Site, and other terms and conditions;

WHEREAS, the Orioles own and operate the Major League Baseball Team known as the Baltimore Orioles and currently conduct their Minor League spring training operations in the County at the County-owned Twin Lakes Park containing the Buck O'Neil Baseball Complex described on Exhibit 2, attached hereto, consisting of +/- 36 acres of real property which contains improvements and fixtures located thereon, including but not limited to fields, a clubhouse and other furniture, fixtures, equipment and improvements (collectively, the "Minor League Site");

WHEREAS, the Orioles desire to consolidate its Major League and Minor League spring training operations in the County, including Major League player preseason training, player rehabilitation, extended spring training operations and other year-round baseball-related activities (collectively, "Spring Training Operations") at the Major League Site and the Minor League Site (individually, a "Site" and collectively, the "Sites");

WHEREAS, the County has agreed to provide for the Orioles' use and occupancy of the Sites and to provide, upon the terms and conditions expressed in this Agreement, for certain funds and funding for the renovation and improvement of the Sites, including the Ed Smith

Stadium (the “Major League Stadium”), clubhouses, administration offices, fields, parking facilities, infrastructure, utilities and other usual and customary facilities, furniture, fixtures, and equipment at the Sites and as further described in this Agreement pursuant to the Orioles’ Design Plan as more particularly set forth herein (the “Project”);

WHEREAS, the County shall provide \$23.7 million to the Project (the “County's Guaranteed Project Funds”) from sources identified by the County;

WHEREAS, in order to provide for the County's Guaranteed Project Funds, the County shall conduct the necessary public hearing required to amend its Tourist Development Ordinance to incorporate certain of the project funding into its Tourist Development Plan, thereby permitting it to dedicate up to one-half (1/2) of one percent (1%) of its Tourism Development Tax revenues to service certain County bonds, which it shall cause to be issued in a timely manner. The par amount of the County bonds shall be the maximum amount permitted to be issued without voter referendum as allowed under Section 5.2D of the Sarasota County Charter. The amount of the bonding limitation is currently \$20.715 million. The net proceeds of the County bonds will be made available as project funds and added to such other County funds as may be required to fulfill the County’s Guaranteed Project Funds obligation;

WHEREAS, as a condition of the Interlocal Agreement and this Agreement, the City shall promptly issue bonds serviced by funds from the State of Florida Office of Tourism, Trade and Development (“OTTED”) and promptly contribute all bond proceeds, net only of reasonable, usual and customary costs and expenses directly associated with issuance of such bonds, to the Project, as more particular set forth herein (“OTTED Funds”). The City may elect, in its sole discretion, to provide the funds from other sources. It is estimated that the net OTTED Funds available from the City will be approximately \$7.5 million;

WHEREAS, together the County’s Guaranteed Project Funds and the OTTED Funds are the “Governmental Project Funds”. The Governmental Project Funds’ principal contribution shall be and not exceed \$31.2 million from all governmental sources. Upon availability in accordance with the schedule contained in this Agreement, the Governmental Project Funds shall be promptly deposited in a dedicated interest-bearing Construction Fund Account and all interest accrued thereon shall inure to the benefit of the Project (the “Maximum Governmental Project Funds”);

WHEREAS, the County desires to lease the Sites to the Orioles and the Orioles desire to use and occupy the Sites on a year-round basis for the Orioles’ Major League and Minor League Spring Training Operations, baseball-related events and other Orioles’ beneficial uses of and to the Sites as provided herein;

WHEREAS, the Board of County Commissioners finds that the Orioles are the only entity capable of using the Sites as Major League Baseball facilities and, pursuant to the authority of Section 2-362(2) of the Sarasota County Code, the County has entered into direct negotiations with the Orioles for the lease of the Sites;

WHEREAS, the Parties recognize that the development of the Project and the lease of the Sites to the Orioles shall be subject to the terms of a definitive Project Development Agreement,

Lease and other relevant documents (collectively, the "Project Documents"), which may contain additional terms and conditions consistent with this Agreement. The Parties agree that the terms set forth herein will be incorporated into the Project Documents and that this Agreement reflects the basic business deal between the Parties and is intended to be binding on the Parties and their respective successors and assigns. The Parties shall use their best efforts, in good faith, to promptly negotiate and execute the Project Documents, unless the Parties deem the provisions of this Agreement are adequate for such purpose(s);

WHEREAS, the benefits and obligations expressed in this Agreement will further improve and promote gainful employment, economic development and tourism within the State of Florida, the County and the City and enhance the economic prosperity of the State of Florida, the County and the City and their residents;

WHEREAS, the benefits and obligations expressed in this Agreement are in the public interest and, among other things, will provide additional recreational facilities, generate significant economic development, tourism and promotional benefits, as more particularly set forth herein;

WHEREAS, the Sites have been used historically by both the City and the County for local youth sports, tournaments, and other community based events, and this community use has brought value to the community in the form of tourism and other benefits and the continuation and importance of which are recognized by the Parties;

WHEREAS, the County intends to utilize the Sites in preparing for and responding to natural disasters, provided that the Orioles and the County shall mutually determine the locations at the Sites for emergency response personnel and equipment and material during the term of the Lease, as more particularly set forth herein;

WHEREAS, the Orioles are a party to a Facility Use Agreement, dated December 28, 2006 with the City of Fort Lauderdale, Florida for the construction and lease of new Major League Baseball and Minor League Baseball facilities upon certain terms, conditions, and conditions precedent set forth therein (the "Ft. Lauderdale FUA"), the Orioles represent and warrant to the County that the conditions precedent to the effectiveness of the Ft. Lauderdale FUA have not been met, and that the Orioles have the right to enter into this Agreement; and

WHEREAS, the County represents and warrants that it has the authority to enter into this Agreement as provided by Chapter 125 F.S. and other relevant provisions of Florida law and provide the Orioles with the rights contained in this Agreement and in the Project Documents.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein, and the mutual covenants, promises, conditions and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto AGREE AS FOLLOWS:

1. THE PROJECT.

1.1 The Parties acknowledge that certain improvements are required to be made to the

Sites in order for the Orioles to enter into a lease with the County for the full and beneficial use of the Sites and to conduct its Major League and Minor League Spring Training Operations at the Sites. The Parties agree that the design, development and construction process shall be a cooperative mutual endeavor in which the County and the Orioles will work together and participate in all phases of such process. The County and the Orioles each acknowledge and agree that the Project will be financed, designed, developed and constructed in accordance with the terms, conditions and schedules expressed in this Agreement.

1.2 The Orioles will have primary responsibility for and will take the lead in developing the design plans, specifications and elevations for the Project, subject to all applicable County and City codes and ordinances, which Project Design Plan may be amended from time to time ("Project Design Plan") (for illustrative purposes only, attached as Exhibit 3 are preliminary Site sketches). The Project Design Plan shall also include the style, design and materials for all fixtures, furnishings, appointments and equipment. The County shall have the right to participate in all phases of the design process. The Orioles shall keep the County informed on a regular basis as to the development of the Project Design Plan and any material and substantial amendments thereto. The Orioles and the County shall schedule regular briefings to discuss and preliminarily review the Project Design Plan. The Orioles shall present the Project Design Plan, including site sketches and elevations under consideration by the Orioles, to the County within one hundred fifty (150) days after the execution of this Agreement. The County shall have the right to review, comment upon and approve the Project Design Plan and all decisions and documentation with respect thereto, including without limitation, all architectural programs, schematic designs, plans and specifications, and any material amendments thereto which the Orioles deem necessary or desirable after the County's initial approval for the Project Design Plan has been granted. The Orioles shall have the right to select, in its sole discretion, the furniture, fixtures, and equipment in the Orioles' exclusive use areas, including the Orioles' offices, coaches' offices, training rooms, player locker rooms, weight rooms and other exclusive areas such furniture, fixtures, and equipment which shall be comparable to other Major League Baseball spring training facilities. In all instances, the County's review and approval under this Section shall be promptly exercised and shall not be unreasonably withheld, conditioned or delayed. When completed by the Orioles and reviewed and approved by the County, the Project Design Plan shall be attached hereto and to the Project Development Agreement and incorporated herein and therein for all intents and purposes. The Project Design Plan shall include placement of the existing (or new) plaques honoring Ed Smith and Red Ermish presently affixed at the Sports Complex.

1.3 The Project Design Plan for the Project shall include, among other things, specifications for:

1.3.1 A state-of-the-art renovation (and possible expansion) of the Major League Stadium consistent with the quality and appointments of similar substantially renovated spring training facility projects in Florida (e.g., as generally compared against the most recent renovation of comparable cost) with an approximate seating capacity of between 8,500 and 9,000, including approximately 7,500, but not less than 6,500, fixed seat positions plus berm seating, picnic areas, standing room areas, party decks, luxury/corporate suites, sun shading, radio and television booths and broadcasting and telecasting production facilities and studios, press areas, communications and data systems, television monitors and equipment (including all conduit,

wiring, fiber, cable, head-end equipment, data switches and terminals as may be required), camera stations, state-of-the-art scoreboards, sound systems and control room, concession stands/equipment, food preparation areas and kitchens, retail and novelty stores, fan service and first aid areas, locker rooms, weight rooms, and other usual and customary stadium facilities, equipment, areas and amenities.

1.3.2 On the Major League Site: the Major League Stadium plus an additional three and a half (3.5) practice fields of Major League dimensions and quality; a renovated and expanded state-of-the-art clubhouse consisting of approximately 35,000 square feet of air conditioned space, including administration offices, locker rooms, training facilities, weight rooms, and other usual and customary clubhouse facilities, equipment and areas, player development areas, indoor and outdoor batting cages, pitching mounds, dedicated parking facilities, infrastructure, utilities (including wiring, cable, fiber and data equipment), and such other usual and customary improvements, fixtures, furnishings, equipment and amenities as may be necessary for the Orioles' full and beneficial use of and to the Site.

1.3.3 On the Minor League Site: five (5) practice fields of Major League dimensions and quality, a renovated and expanded Minor League clubhouse consisting of approximately 25,000 square feet of air conditioned space, including administration offices, locker rooms, training facilities, weight rooms, and other usual and customary Minor League clubhouse facilities, equipment and areas, player development areas, indoor and outdoor batting cages, pitching mounds, dedicated, but not exclusive, parking facilities, infrastructure, utilities (including wiring, cable, fiber and data equipment), and such other usual and customary improvements, fixtures, furnishings, equipment and amenities as may be necessary for the Orioles' full and beneficial use of and to the Site.

2. PROJECT FINANCING.

2.1 The Governmental Project Funds shall consist of the following:

2.1.1 From the County:

2.1.1.A Net proceeds from the County's bond issue from the issuance of County's bonds in a par amount which shall not exceed the maximum amount permitted to be issued without voter referendum, expected to be approximately \$18.7 Million on or about October 1, 2009.

2.1.1.B Cash collections of one-half (1/2) of one percent (1%) of the County's Tourist Development Tax beginning as of March 1, 2008 estimated to be approximately \$2 million by the date of issuance of the County bonds.

2.1.1.C. County cash contributions from legally available non-ad valorem revenues in an amount not to exceed \$3 million.

2.1.1.D And/or such other County funds from legally available, non ad valorem revenues as may be required to fund the County's Guaranteed Project Funds obligation in the amount of \$23.7 million.

2.1.1.E Net proceeds from the City's bond issue from the City's OTTED grant funding or a cash equivalent from legally available, non-ad valorem revenues in an amount no less than \$7.5 million.

2.1.1.F Collectively, the Governmental Project Funds shall be and not exceed \$31.2 million for the Project.

2.2 All Governmental Project Funds shall be made available for the Project no later than thirty (30) days after the execution of the Project Documents (unless otherwise agreed by the Parties and as otherwise contemplated in Section 3.14) and shall immediately be placed in a construction fund account (the "Construction Fund Account") administered by the County for the sole and exclusive benefit of the Project. All interest accrued on the Governmental Project Funds (except for bond debt service reserve fund interest) shall be made available for the Project and together with the Governmental Project Funds shall constitute the Maximum Governmental Project Funds.

2.3 The Orioles shall provide the County, as part of the Project Design Plan, with a detailed cost estimate of the total Project costs, including the uses of the Maximum Governmental Project Funds and such other funds, goods or services as might be required from or arranged by the Orioles ("Project Costs").

2.4 Except as provided in, and subject to the terms of, this Agreement or the Project Documents, and further provided that the County fulfills its obligations in this Agreement and the Project Documents, the Orioles shall complete the Project and shall be responsible for the payment of any and all Project Costs in excess of the Maximum Governmental Project Funds (the "Orioles Project Contributions"). With regard to the funding of any Project Costs in excess of the Maximum Governmental Project Funds, the Orioles, at its discretion, shall either deposit the required funds directly in the Construction Fund Account prior to the incurrence of such excess Project Costs, or shall provide to the County any necessary assurances reasonably required by the County (e.g., letter of credit) that the Orioles Project Contributions shall be available in a timely manner, or discharge such payment obligations directly with vendors, concessionaires, contractors or project service providers, in which case the Orioles shall provide the County with written documentation of the payment discharge or in-kind transaction as more particularly set forth in Subsection 2.5. The Orioles also shall comply with any applicable County ordinance or Florida statute related to construction funding requirements for public projects.

2.5 The Orioles shall have the right to enter into any manner of agreements with its vendors, concessionaires or others to provide goods, materials and/or equipment to the Project, which shall be considered, for all intents and purposes, as part of the Orioles' Project Contributions. (For example, the Orioles' concessionaire for the Major League Stadium may be permitted to provide concessionaire equipment to the Sites.) The Orioles will inform the County, in writing, with a description of any Orioles' Project Contributions to the Sites made by any Orioles' vendors, contractors, concessionaires or other third parties and shall summarize relevant terms of such agreements and any other agreements that could impact the County's ownership interests in the Sites. The description shall be jointly submitted on behalf of the Orioles and the respective vendor, contactor, concessionaire or other such third party as may be

appropriate. Any such third party agreement shall be made in accordance and comply with applicable County ordinances and regulations.

2.6 In connection with the Orioles' Project Contributions, the County and the Orioles shall promptly meet after the execution of this Agreement and review the feasibility of issuing taxable or tax-exempt bonds at the request of the Orioles supported by Orioles' funds and/or rent, as the case may be, payment in lieu of taxes or such other funding mechanism as may be mutually agreeable to the Parties; however, the County shall be under no obligation to establish any such funding mechanism for the Orioles Project Contributions. To the extent that any such mutually agreeable funding mechanism requires the City to issue bonds, the County agrees to request that the City take reasonable steps to issue said bonds. To the extent that bonds are issued as part of the Orioles Project Contributions, the bond proceeds, net of all reasonable and customary expenses and costs, shall be deposited in the Construction Fund Account for the benefit of the Project.

3. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT.

3.1 The County and the Orioles will execute a definitive, long form project development agreement for the Project which shall incorporate the relevant terms and conditions contained in this Agreement, and such other terms and conditions as are customarily included in similar agreements and as may be mutually agreed, and will establish the framework for the design and construction of the Project, within one hundred fifty (150) days after the execution of this Agreement (the "Project Development Agreement"), unless the Parties, in their respective sole discretion, deem the provisions of this Section 3 are adequate for such purpose.

3.2 The Project Development Agreement shall include the Project Design Plan and a detailed schedule outlining the time and actions anticipated necessary with respect to the Project, including a project design schedule that will address the coordination necessary to prepare the project scope, selection criteria and timeline for the procurement process (the "Project Schedule").

3.3 Time being of the essence, the County shall take all such action as is necessary to expeditiously conduct all of its Project reviews and exercise its approval rights, which in all instances may not be unreasonably withheld, conditioned or delayed. The County shall support the issuance of all City permits and approvals necessary for the Project and shall use its best efforts to obtain a commitment from the City in the Interlocal Agreement to provide expedited review and priority scheduling for any permit or development approval submitted to the City for the Project.

3.4 After the Project Development Agreement is finalized and approved by the County, the County agrees to promptly proceed with authorizing and issuing any and all procurements necessary for the Project. To the fullest extent permitted by law, regulation or ordinance, the Orioles shall be permitted to participate with the County and approve the selection of the architects, contractors, subcontractors, vendors and other professionals for the Project. The Orioles shall also have, to the fullest extent permitted by law, primary responsibility for and will take the lead in developing and constructing the Project, the right to approve any agreements to be entered into by the County for the Project (and any phase, portion or work order thereof), and

the right to approve the selection of any goods, materials, equipment, fixtures and furnishings for the Project.

3.5 Time being of the essence, the selection criteria for the architect of record shall include, but not be limited to: whether the architect has past performance with the Project Site(s) and/or with the Orioles; experience in the architectural design of Major League Baseball professional baseball facilities, and in particular, design experience specifically related to Major League Baseball spring training projects; and, professional personnel committed to the Project shall have had significant experience in projects of a similar nature or have worked on at least five (5) similar project types. Time being of the essence, the County, or the Orioles through the Project Development Agreement, shall promptly select and enter into contracts with all architects, contractors, subcontractors, vendors and other professionals for the Project. In the event that the Parties mutually agree to have either the County or the Orioles enter into a contract for the architect of record before the Project Documents are finalized, they shall reach a separate agreement for the funding of that contract from the Construction Fund Account.

3.6 The Project Development Agreement shall require, and the County shall obtain, guaranteed maximum price contract(s) (or such other arrangements as may be mutually agreed to and generally permissible under Florida Statutes) as part of the competitive selection process, in order to ensure that such contract(s) obtain the maximum value in relation to cost for each phase and portion of the Project and control the overall cost of the Project. No amendments or adjustments (including, but not limited to, change orders) shall be made to any maximum price contract(s), except as agreed to by the County and the Orioles. The County agrees not to request any amendments or adjustments (including, but not limited to, change orders) and shall have no right to adjust the scope of the Project and/or the Project Schedule unless mutually agreed. To the extent that the Orioles request an amendment or adjustment (including, but not limited to, change orders) which is agreed to by the County resulting in a Project Cost in excess of the Maximum Governmental Project Funds, then the Orioles shall comply with the provisions set forth in Section 2.4 above. The County agrees that the construction and design contracts which it enters into in connection with the Project shall contain provisions acceptable to the Orioles providing for liquidated damages in commercially reasonable amounts if the Project is not completed on time and prior to the completion date set forth in the Project Development Agreement. All such provisions must comply with Florida Statutes and be agreed to by the County and the Orioles. The County agrees that it shall strictly enforce any such liquidated damage provisions and diligently pursue any liquidated damages to which it is entitled. Any liquidated damages received by the County shall be allocated first to any damages caused to the Project by the breach or other wrongful act to compensate the party harmed. Unless otherwise provided in this Agreement or the Project Documents, the Orioles' sole remedy for damages resulting from any delay in the completion of the Project shall be the rights to receive liquidated damages under the construction and design contracts for the Project. The County shall, at the Orioles' request, take all reasonable action necessary to enforce the liquidated damages or other remedy provisions necessary to effectuate this provision. The County and the Orioles shall not be liable to each other for the payment of any construction delay damages, provided that the delay is not caused by the gross negligence, willful misconduct or the breach of a material provision of this Agreement or the Project Development Agreement. The Parties acknowledge that a construction contract cannot be entered into until the Project Documents are finalized (unless otherwise agreed by the Parties).

3.7 The Project Development Agreement shall require each architect, contractor, subcontractor, vendor or Project professional to secure and retain such policy or policies of insurance as are required by the Project and shall ensure that all contractors and vendors furnish payment and performance bonds in a commercially reasonable amount established by the County and shall list the Orioles as an additional insured party.

3.8 The Project Development Agreement shall also provide that, to the fullest extent permitted by law, the Orioles shall have the right and primary responsibility to coordinate the development and construction of the Project and, at the Orioles' discretion, conduct progress meetings at mutually agreed upon frequency of all of the architect, contractor(s), subcontractor(s), vendors and other professionals. The County shall have the right to retain an owner's representative with experience in the construction of sports facilities. The reasonable and customary cost of the County's owner's representative shall be included in the Project Cost, provided that such costs have been presented to the Orioles for review and approval prior to payment, such review and approval not to be unreasonably withheld, conditioned or delayed. The Orioles may retain a representative and/or design consultant with experience in the construction of sports facilities. The reasonable and customary costs of the Orioles representative and/or design consultant shall be included in the Project Cost, provided that such costs have been presented to the County for review and approval prior to payment, such review and approval not to be unreasonably withheld, conditioned or delayed. The Orioles shall provide for such cost estimates associated with the Orioles' and County's representatives in the Project Design Plan. Except as provided in this Section, the County and the Orioles shall not impose any management or administrative fees to the Project (or any procurement, phase, portion or work order thereof) nor seek reimbursement from the Construction Fund Account for any costs or expenses, other than costs or expenses directly related to the Project that are typically outsourced and outside of the County's operating budget (and specifically not including legal fees, County staff time, internal project management and the like) for which the County seeks reimbursement or payment from the Construction Fund Account. Any such request for payment from the Construction Fund Account shall be first provided to the Orioles for approval, such approval may not be unreasonably withheld, conditioned or delayed. The County and the Orioles shall participate in the development and construction of the Project and shall keep each other fully and timely informed of, and actively involved in, all material decisions regarding the development and construction of the Project, at all phases of the development and construction process. Customary County permit fees shall be chargeable to the Construction Fund Account.

3.9 The Project Development Agreement shall provide that each of the Orioles and the County shall designate representative(s) with authority to act in connection with all issues requiring such Party's approval, agreement or concurrence with regard to the design, development and construction of the Project within all applicable laws, ordinances and policies. All approvals, agreements or concurrences required in Sections 1 and 3 shall be the responsibility of and shall be made by such representative(s). Such representative(s) shall be invited to participate in all development and construction meetings held in connection with the Project.

3.10 The Project Development Agreement shall provide that the County shall place the Governmental Project Funds and any applicable Orioles Project Contributions in the Construction Fund Account for the benefit of the Project. The Orioles shall have the right to monitor the draw

schedule and progress payments, progress of construction and the funds remaining in the Construction Fund Account, and the Orioles shall be regularly kept informed by the County as to the Construction Fund Account balances. The County shall hold the funds in the Construction Fund Account for the benefit of the Project and shall promptly release, without delay, reduction or offset, such funds only upon approval for disbursement by the Orioles and the County, such approval not to be unreasonably withheld, conditioned or delayed.

3.11 If the Project is anticipated to exceed any maximum price contract(s), either because of a change order(s) or for any other reason beyond that which is contained in the Project agreements (and specifically excluding items resulting from an error or omission by the County, the Orioles or any architect, contractor, subcontractor, vendor or other professional), such cost increases must be approved by the Parties. Change orders and/or Project cost overruns resulting from an error or omission by any architect, contractor, subcontractor, vendor or other professional engaged on the Project shall be the responsibility of the person or entity committing such error or omission. Subject to the provisions of Section 2.4 hereof, the Orioles may adjust the scope of the Project, including any procurement, phase, portion or work order thereof; provided, however that any material changes to the Project Design Plan which increases the Project Cost must be reviewed and approved by the County, which approval may not be unreasonably withheld, conditioned or delayed. Notwithstanding the preceding sentence, the Orioles shall not materially and substantially reduce the estimated number of fixed seating positions in the Major League Stadium, the estimated square footage of the Major League clubhouse or the number of fields as set forth in Section 2 hereof without the express prior written approval of the County.

3.12 The County represents and warrants to the best of its knowledge that no zoning changes are necessary or required in order to construct the Project and there are no known restrictions on the Sites. The County agrees to the fullest extent permitted by law to refrain from taking any action to request that the City diminish or restrict the zoning and the Orioles existing zoning rights on the Major League Baseball Site for the duration of the Lease. Should the Orioles intend to seek a zoning change at any time during the Lease, in connection with the Major League Site, the County shall take such action within its control to place such matters before the City for consideration on an expedited basis.

3.13 To the fullest extent permitted by law, the Orioles and/or its designees shall have full rights and discretion as to the placement and orientation of all improvements and uses, points of ingress and egress and internal circulation on the Sites, so long as the required buffers and setbacks and all other requirements of the zoning category and other governing regulations, ordinances and statutes are satisfied and subject to the County's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The Orioles and/or its designees, with County input and approval, shall have discretion as to the architectural style and character of all improvements on the Sites, so long as the required buffers and setbacks and all other requirements of the zoning category and other governing regulations, ordinances and statutes are satisfied.

3.14 If the Orioles elect to conduct Major League Spring Training at the Major League Site in 2010, the Orioles shall be entitled to use (or seek reimbursement from) the Construction Fund Account for costs and expenses reasonably incurred to re-brand Ed Smith Stadium for use

by the Orioles, subject to the approval of the County, which approval shall not be unreasonably withheld, conditioned or delayed.

4. LEASE TERM; RENT.

4.1 Lease Term. The Parties shall execute a definitive, long form Lease within one hundred fifty (150) days after the execution of this Agreement, incorporating the relevant terms and conditions contained in this Agreement, and such other terms and conditions as are customarily included in similar leases and as may be mutually agreed, unless the Parties, in their respective sole discretion, deem the provisions of this Section 4 and other applicable provisions of this Agreement are adequate for such purpose. The Term of the Lease shall be for thirty (30) years commencing November 1, 2009 and continuing through October 31, 2039 (the "Term"). The Orioles intend to commence Major League and Minor League Spring Training Operations at the Sites beginning with the 2010 spring training season. The Parties acknowledge that adjustments to the commencement of Spring Training Operations may need to be made based upon the Project schedule and maximizing the value of the Governmental Project Funds, which determination will be made by the Orioles, after consultation with the County. The Orioles agree that during the Term they shall play their Major League spring training home games at the Major League Site, except for those spring training games played by the Orioles as it returns to Baltimore to open the Major League championship season (no more than five spring training games) or as otherwise may be scheduled by Major League Baseball (i.e., international goodwill games) or otherwise provided in this Agreement or the Project Documents. As part of the definitive Lease, the Orioles will enter into a binding and enforceable non-relocation agreement with the County that includes appropriate specific performance and injunctive relief provisions. Except as provided in Section 20 of this Agreement, during the Term, the Orioles shall not relocate its Major League and Minor League Spring Training Operations from the County.

4.2 Rent. The Rent for the Term shall be one dollar and 00/100 (\$1.00), payable in advance for the entire Term at the time of execution of the Lease.

4.3 Revenues Generated. Except as provided herein, the Orioles shall have the sole and exclusive right to all commercial activity on the Sites and to retain any and all proceeds, revenues and fees generated by or through the Orioles' use or occupancy of the Sites during the Term, including, but not limited to all revenues derived from all events at the Sites, all revenues from tickets, parking fees, promotions, sponsorships, advertising, signage, concessions, license fees, and all other sources of revenues. The Lease shall contain agreement(s) for the County use of Major League Site and the Minor League Site as referenced in Section 5 hereof. As to the Orioles' use of the Sites, the Orioles shall have the sole responsibility to pay all sales, use and federal income tax due with respect to revenues and fees that they collect or receive. With respect to the parcel(s) North of 12th Street, the Orioles shall have the right to seek to develop the parcel(s) and shall have the right to make an application(s) for a zoning category change, if necessary, or seek any other zoning mechanism to permit commercial activity on the parcel(s). Such application(s) shall be subject to all County and City processes, procedures, codes and ordinances and the approval(s) of the appropriate governmental entity(ies). The County shall have the right to approve any development proposal submitted by the Orioles.

5. LEASED PREMISES; USE AND OPERATION.

5.1 Major League Site. The County agrees to lease to the Orioles the Major League Site, including all improvements, fixtures and furnishings located or constructed thereon relating to any of the same for the duration of the Term for the Orioles' full beneficial use of and to the Site. The Orioles' right to utilize the Major League Site shall be on an exclusive basis during the Term for all lawful purposes, except as provided in Sections 5.4 and 5.5 herein but the Orioles shall have the exclusive right to use, on a year-round basis, the offices, clubhouse area and other locations on the Major League Site that may be constructed or renovated following the date hereof which may be designated by the Orioles as included in the Orioles' exclusive areas, subject to the County's approval, which may not be unreasonably withheld, conditioned or delayed. During the Spring Training Period, from December 15th to April 30th of each calendar year during the Term (the "Spring Training Period") except as otherwise provided in Section 5.4(a), the Orioles shall have the exclusive use of the Major League Site and may utilize the Major League Site for all lawful purposes.

5.2 Minor League Site. The County agrees to lease to the Orioles the Minor League Site, including all improvements, fixtures and furnishings located or constructed thereon relating to any of the same for the duration of the Term for the Orioles' full beneficial use of and to the Site. Except as otherwise provided in this Agreement, the Orioles shall have the right to utilize the Minor League Site on an exclusive basis for all lawful purposes, from January 15th to April 30th of each calendar year ("Minor League STP"), and on a non-exclusive basis (other than the Orioles' exclusive use areas as defined below, which are exclusive to the Orioles on a year-round basis) for all lawful purposes. During the Minor League STP, the Orioles shall have the full, beneficial and exclusive use of fields number 1 and 2 at all times and the non-exclusive use of fields number 3, 4 and 5 as provided in this Subsection. During the Minor League STP, fields number 3, 4 and 5 shall be exclusive to the Orioles at all times necessary, in the Orioles' reasonable discretion, to conduct its spring training operations. During the Minor League STP, the County may make fields number 3, 4 and 5 available for public recreational purposes with the Orioles' prior approval to each such use and the terms, conditions, dates and times of such use. The Orioles' approval as to any use request under this Subsection shall not be unreasonably withheld, conditioned or delayed. Any public recreational use authorized during the Minor League STP pursuant to this Subsection shall not (a) interfere with the Orioles' spring training baseball activities or (b) be permitted under weather or other conditions which would adversely impact the condition of any playing fields. The County shall require that all public recreation uses of the fields carry full and adequate insurances, naming the Orioles (and the County if appropriate) as a named insured and such other requirements as provided for in Sections 5.4 and 5.8. The Orioles agree that the County shall have the right to enter into an agreement with the high school team which has historically utilized field number 5 during the Spring Training Period for high school practices and games on terms, conditions, dates and times reasonably acceptable to the Orioles and consistent with current practices, this Subsection and Section 5.4. The high school team shall be authorized to display its logo and colors during high school practices, games and tournaments held on field number 5 and shall retain rights to the sponsor recognition signs along the inside face of the outfield fence provided that (i) any such sponsorship or signage does not conflict with an Orioles exclusive sponsorship; and (ii) the Orioles retain the right to also display signs. The Orioles shall have the exclusive right to use, on a year-round basis, the offices, clubhouse area and other locations (the "Team's Exclusive Minor League Areas") and

other areas on the Minor League Site that may be constructed or renovated following the date hereof which may be designated by the Orioles as included in the Team's Exclusive Minor League Areas, but not including the fields and public parking areas, subject to the County's approval, which may not be unreasonably withheld, conditioned or delayed. The subparcel of the Minor League Site set forth in Section 14 shall be, upon completion, deemed part of the Team's Exclusive Minor League Areas.

5.3 Orioles As Promoter of the Sites. During the Term, at all times, the Orioles shall be the "promoter" of the Major League Site and the Minor League Site for all lawful purposes, including all events conducted thereon or therein, except as expressly provided herein. The Orioles shall use commercially reasonable efforts to market the Sites actively during the Term. The Orioles shall be entitled to retain all "promoter" fees, if any, in connection with any for profit events at the Sites, except for Historical Events as defined in section 5.4(a) (unless the Orioles and the Historical Event party expressly agree otherwise).

5.4 Historical Events. The Orioles spring training operations, baseball-related events and other Orioles' beneficial uses of the Sites shall have priority scheduling status at all times on the Sites. The Parties acknowledge that the Sites have at times historically hosted certain events other than spring training operations and baseball-related events. The following shall be referred to as "Historical Events":

(a) Major League Site: (i) Booker High School – six (6) event day uses, including one (1) event use at the Major League Stadium; (ii) Cardinal Mooney High School – six (6) event day uses, including one (1) event use at the Major League Stadium; (iii) Sarasota Baseball Classic, provided that it is not scheduled between December 15th and April 7th in any calendar year; (iv) Florida High School Athletic Association State Baseball Championship Finals at the Major League Site provided that it is not scheduled between December 15th and April 7th in any calendar year and is held for no more than seven (7) consecutive days; (v) the City Blues Festival for three (3) consecutive days or less, provided it is held exclusively on the practice fields adjacent to the stadium, conducted in accordance with historical practice and further provided that City Blues Festival is held in October or the first week of November; (vi) the AAU 14 and under Division 1 National Championships, provided that it is scheduled in July or August; (vii) Circus Sarasota, provided that it is located on the parking parcel North of 12th Street, unless otherwise agreed by the Orioles and Circus Sarasota, and within the months of January and/or February and that it does not interfere with the Orioles' spring training events; and (viii) the Sarasota Spartans youth soccer program for limited use of the parking parcel North of 12th Street during the months August through November on a temporary basis, such temporary use not lasting more than four (4) years from the date of this Agreement. The Orioles shall accommodate the aforementioned Historical Events at the Major League Site (excluding the Orioles' exclusive use areas), under the terms and conditions provided in this Section and consistent with the Orioles' priority of use for spring training operations; and

(b) Minor League Site: During the Minor League STP, as provided in Section 5.2. At times other than during the Minor League STP, the County may utilize the Minor League Site (other than the Team's Exclusive Minor League Areas) for public recreational use under the terms and conditions of Section 5. The Orioles shall endeavor in good faith to work with the County and the community to accommodate the aforementioned Historical Events at the Minor

League Site (excluding the Team's Exclusive Minor League Areas), under the terms and conditions provided in this Section and consistent with the Orioles' priority of use for spring training operations.

(c) Other Uses: In addition to any other Orioles' uses of the Sites, the Orioles may, in its sole discretion, permit the use of the Sites for other historical events, including AAU baseball practices and games, or other historical events.

As to each Historical Event authorized in this Section, the Historical Event shall be conditioned upon the Historical Event party (which may be the County or a third party) obtaining the Orioles' prior approval as to the date and time of the requested Historical Event and entering into a contract with the Orioles for use of the Site requested, which contract shall include a requirement to carry full and adequate insurances, naming the Orioles (and the County as appropriate) as named insureds, provisions for the payment of all actual and incremental costs and expenses associated with the use and such other terms and conditions as may be reasonable or necessary. The Historical Event shall not be on dates and times that (a) interfere with the Orioles' baseball activities or (b) under such weather or other conditions which would adversely impact the condition of any playing fields. To the extent that tickets are sold for Historical Events that are for-profit, if any, the ticket surcharge shall be applicable to all such tickets, unless otherwise determined by the Orioles, in its sole discretion. Any Historical Event must be requested in writing to the Orioles annually prior to November 30th for the following twelve (12) month period. Should the Historical Event desire to propose the scheduling of a Historical Event under this Agreement other than as provided in the preceding sentence, the Historical Event shall propose such event to the Orioles for consideration and approval as soon as practicable and in a reasonable enough period of time to allow the Orioles full consideration of the request.

5.5 County Use of Major League Site. Other than as provided in Section 5.4(a) (with regard to Historical Events), the County may use or authorize for use the Major League Site for civic-oriented non-profit events for up to eight (8) days per year outside of the Orioles' Spring Training Period, as defined in Section 5.1 hereof, and only with the Orioles' prior written approval, not to be unreasonably withheld, conditioned or delayed, at no charge to the County other than for reimbursing the Orioles as provided in Section 5.8 below. The County may sublease its rights contained in this Section 5.5 to the City of Sarasota for City sponsored civic-oriented non-profit events, subject to the Orioles' approval of the third party contract or other agreement governing the event, which approval shall not be unreasonably withheld, conditioned or delayed. The Parties acknowledge that the Sites shall not be used on dates and times that (a) interfere with the Orioles' baseball activities and/or (b) under such weather or other conditions which would adversely impact the condition of any playing fields. The Orioles spring training operations, baseball-related events and other Orioles' beneficial uses of the Sites shall have priority scheduling status at all times on the Sites. For scheduling purposes and to avoid any interference with the Orioles' beneficial use of the Sites, the County shall annually, prior to November 30th of each year, provide the Orioles with a proposed schedule of any civic-oriented non-profit uses for following twelve (12) month period for which the County requests the Orioles' approval. Should the County desire to propose the scheduling of a permissible event under this Agreement other than as provided in the preceding sentence, the County shall propose such event to the Orioles for consideration and approval as soon as practicable and in a reasonable enough period of time to allow the Orioles full consideration of the request. The dates

and times during which the County may use the Major League Site shall be selected by mutual agreement of the Parties and the Orioles agree to take into consideration the historical practice of certain event dates which have been utilized for City and County sponsored events.

5.6 [Intentionally Omitted]

5.7 County Use of Minor League Site. The County may use or authorize for use the Minor League Site, excluding the Team's Exclusive Minor League Areas, in accordance with Section 5.4, for civic-oriented non-profit use subject to the prior approval of the Orioles, not to be unreasonably withheld, conditioned or delayed. The Orioles shall have scheduling priority for the use of the Minor League Site.

5.8 General Conditions of Use of the Sites. The County shall be responsible for the payment of all actual and incremental, out-of-pocket operating and maintenance expenses for all County-authorized civic and recreational uses of the Sites. The costs, reimbursements and expenses for Historical Events requested by third parties under Section 5.4 shall be the responsibility of the requesting party, in accordance with the terms and conditions provided in that section, unless otherwise agreed to by the Orioles. The County shall be responsible to restore the fields and related facilities to the condition at the time prior to such County-authorized civic or recreational use, so as to provide the Orioles with the full beneficial use of and to the Sites. To the extent that the Orioles incur costs or expenses to operate, maintain, repair or restore the Sites as a direct result of the County-authorized civic or recreational use of the Sites, the County shall reimburse the Orioles for such costs and expenses in a timely manner upon invoice. The County shall remain solely responsible for any damage or destruction that may occur as a direct result of such use by the County or its invitees or authorized parties. In accordance with the provisions of Section 5, the Orioles and the County shall enter in an event agreement(s) for any County-authorized use under Section 5.4 (as appropriate), Section 5.5 or Section 5.7 prior to such events setting forth the terms and conditions for such County use and further delineating the County's reimbursement obligations.

5.9 County's Right of Entry. The County reserves the right to enter any portion of the Sites upon reasonable prior notice to the Orioles, notwithstanding the exclusive right of the Orioles to use such portion, if in the reasonable judgment of the County, entry is necessary to inspect, repair or maintain the Site, or is necessary to protect the public health, safety or welfare.

5.10 Quiet Enjoyment. During the Term and subject to the terms of the Lease, the Orioles shall be entitled to peacefully have and enjoy the use of the Sites, without unreasonable interruption or interference, subject to the County's rights of use and access, as provided in this Agreement.

6. TICKET SALES; PARKING.

6.1 The Orioles shall set the ticket prices for all spring training games and other events at the Major League Site and the Minor League Site for which tickets are sold, other than as Historical Events and County (City or authorized public) civic-oriented non-profit events provided for in Section 5. The Orioles shall manage all ticketing operations, including ticket sales for all events at the Sites other than at Historical Events and County civic-oriented, non-

profit events, and the Orioles shall be entitled to receive all Gross Revenues from Ticket Sales collected by the Orioles on an annual basis during the Term. All Gross Revenues From Ticket Sales shall be the sole and exclusive property of the Orioles, except as provided for in Section 5 for County ticket sales from applicable County (or City or authorized public entity) sponsored events which shall be managed, sold, and belong to the County (or City or authorized public entity), and except for ticket sales from Historical Events. For purposes of this Agreement, "Gross Revenues From Ticket Sales" shall mean the total gross revenues from ticket sales less any taxes or charges imposed by Major League Baseball or any governmental, regulatory or taxing authority generally, included in the gross price of the ticket to the purchaser and required to be remitted by the Orioles as the portion of such receipts payable to the visiting team or to any such governmental, regulatory or taxing authority. The ticket surcharge provided for in Section 12 shall be charged and applicable on all tickets sold in connection with for-profit events at the Sites, whether Orioles, County or City sponsored events. The ticket surcharge provided for in Section 12 shall be charged and applicable on all tickets sold for profit historical events at the Sites, unless otherwise determined by the Orioles, in its sole discretion. The Parties agree that Gross Revenues from Ticket Sales shall also exclude and be reduced by the surcharge as described in Section 12. All ticket surcharges collected by the Orioles, County or City or any party authorized to utilize the Sites for which tickets are sold shall be deposited in a timely fashion in the Capital Repair and Improvements Fund established and described in Section 12.

6.2 The Orioles or its designee shall control the parking at the Sites, and without limiting anything contained in Section 4.3 above, the Orioles shall collect and retain all parking fees and related revenues derived therefrom, except for parking revenues from County (or City) sponsored civic-oriented non-profit events as provided for in Section 5.4, 5.5 and 5.7, for which the net revenues (after payment of applicable expenses as provided in Section 5.8, including any taxes or charges or payment to any parking operator(s) and reimbursement of incremental, out-of-pocket expenses in connection with the collection of parking revenues) shall belong to the County.

7. CONCESSIONS.

7.1 The Orioles shall control and receive all revenues from the sale of all foods, beverages, merchandise, novelties and logo items and the like, including, but not limited to, scorecards, yearbooks and novelty items carrying the logo or marks of the Orioles or of any other Major League team (collectively, commonly called "concessions") on the Major League Site and the Minor League Site. The Orioles shall be free to operate the concessions in-house or contract with a third party(ies) to operate such concessions on terms and conditions approved by the Orioles

7.2 No outside concessionaire or vendor shall be permitted on the Sites, including for a Historical Event, without the Orioles' prior written approval. For all authorized County (or City) uses of the Sites under Section 5.5, and for any Historical Events under Section 5.4, the County (or City) or Historical Event party shall use the Orioles' concessionaire for all food services unless the Orioles and/or the Orioles' concessionaire determine, in their sole discretion, not to provide concession services for the event. If the Orioles or its concessionaire determine not to provide such concession services, the County (or City) or Historical Event party may request that the Orioles' approve the use of a third party food service concessionaire on the Site to

service the event. The Orioles' written approval shall not be unreasonably withheld, conditioned or delayed. For all authorized County (or City) uses of the Sites under Section 5.5, the Orioles will endeavor to require in its food service concession agreements or extensions with its concessionaire that the concessionaire, if it agrees to provide food service for a County (or City) event pursuant to Section 5.5, that the concessionaire will consider entering into a revenue-sharing agreement with the County (or City) to share a portion of its profits, if any, with the County (or City) or provide a fair and reasonable discount for its food services. Any such profit sharing or discount shall be determined on a case-by-case basis and within the sole discretion of the Orioles and the Orioles' concessionaire. As to all such events pursuant to Section 5.5, the concessionaire may not charge the County (or City) more than its usual and customary food and service charges (but may charge less) associated with an Orioles event. In the event that the County (or City) or a Historical Event party under the terms and conditions of this Section, are permitted to use a third party concessionaire with the Orioles' approval and desire to use the Orioles' concessionaire's equipment or facilities, the County (or City) or Historical Event party shall enter into an agreement for such use with the Orioles and the Orioles' concessionaire on such terms and conditions as may be acceptable to the parties. The County shall notify the Orioles of any proposed County civic-oriented, non-profit events under Section 5.5 for which it desires that the Orioles' concessionaire provide concessions operations no less than fifteen (15) business days prior to the date of such event.

7.3 The County shall use its best efforts to ensure that all concession equipment, along with all furniture, fixtures and equipment, at the Major League Site and the Minor League Site that is County or City owned or is anticipated to be left by the current tenant is inventoried and conveyed to the benefit of the Project to the extent it is deemed by the Orioles to be beneficial to the Project, subject to the County's approval, not to be unreasonably withheld, conditioned or delayed.

8. SCOREBOARD AND NAMING RIGHTS.

8.1 The Orioles shall have all rights to sell or otherwise assign naming and/or presenting sponsorship rights to all or any portion of the Major League Site and the Minor League Site, including the Major League Stadium. The Parties acknowledge the Minor League Site is currently referred to as the Buck O'Neil Baseball Complex and the Orioles will endeavor to refer to the baseball complex as such in materials and publications. The Orioles shall obtain the County's consent only as to whether the County objects to the association of the County with the naming and/or presenting sponsor and contends that such association is materially adverse to the County and will damage its reputation or the public's interests. The Orioles agree that the name of a tobacco company or product will not be used. The County may not unreasonably withhold, condition or delay its consent to a naming rights or presenting sponsor.

8.2 The Orioles shall control the scoreboard message center (the "Scoreboard"), the sound, public address and related systems at the Sites (collectively, the "AV Information Systems") for any and all events at the Sites during the Term. The Orioles will work cooperatively with the County to include a limited number of public service announcements and announcements of County programs and civic-oriented events at Orioles' events. The Orioles' personnel or designee shall operate all AV Information Systems at all times during the Term unless the Orioles agree otherwise; however, during Historical Events or County (or City) or

authorized public) civic-oriented non-profit events, and subject to the Orioles' right and obligation to operate the AV Information Systems, the County shall have the right to determine the audio content and sell temporary event day only electronic message advertising on the Scoreboard content display. If Orioles personnel are utilized to operate the AV Information Systems, the Orioles shall be reimbursed for such actual incremental, out-of-pocket costs and expenses and other applicable expenses as provided in Section 5.8. Without limiting the foregoing, in no event may the County sell any temporary event day electronic message advertising on the Scoreboard content display to an entity if the sale or content of such electronic advertising would cause the Orioles to breach any exclusivity granted to a naming rights, presenting sponsor or any exclusive Orioles' sponsor.

9. BROADCASTING.

9.1 The County will cooperate with the Orioles in identifying locations and available connectivity of commercial fiber, cabling, electrical, communications data transmission systems and the nearest head-ends (the "Broadcast Interface Equipment") in order for the Orioles to broadcast games played by the Orioles during the Term. The Orioles shall be responsible for all connectivity charges or fees payable to the vendor or utility. The County shall not charge the Orioles any fees or connectivity charges and the Orioles shall be permitted to use available easements on the Sites for connectivity purposes.

9.2 The Orioles shall have the exclusive broadcasting rights for all events at the Sites, other than as provided in this Subsection during the Term and all revenues derived therefrom shall be the property of the Orioles, including but not limited to all park and power fees and other charges levied upon visiting teams or for or in connection with other productions year-round. The Orioles shall have all rights to determine the content of any Orioles' broadcast and the Orioles shall have all rights to sell any advertising on any Orioles' broadcast during the Term. Subject to the rights of third parties, the Orioles shall have a fully-paid, transferable, license to broadcast and re-broadcast worldwide in perpetuity, images, photographs, audio and audio/visual recordings of all events of and from the Sites. The County shall have the non-exclusive right to broadcast the Historical Events and the approved County (or City or authorized public) civic-oriented non-profit events at the Sites utilizing its broadcasting equipment and personnel or, upon mutually acceptable terms, the Orioles' broadcasting equipment and personnel. Subject to the rights of third parties, the Orioles may broadcast any of the Historical Events or County (or City or authorized public) civic-oriented non-profit events from the Sites at its discretion.

10. PROMOTION AND TOURISM.

10.1 The Orioles acknowledge that the County is undertaking a substantial financial responsibility to fund portions of the Project. The Orioles and County agree to develop an ongoing promotional relationship for the purpose of promoting Sarasota County and the Greater Sarasota County region as a desirable and attractive year-round vacation and meeting destination venue and for the promotion of the Orioles' spring training games and ticket sales related thereto. The Orioles shall make available on an annual basis after consultation with the Sarasota Convention and Visitor's Board and the Sarasota Tourism Development Council, certain promotional and tourism opportunities set forth in Exhibit 4. The Parties shall meet on an annual basis to review and amend Exhibit 4 as may be mutually agreeable from time to time.

10.2 The parties acknowledge that the Minor League Site is located at County-owned Twin Lakes Park which contains identifying signage and will continue to do so. To the extent permitted by Major League Baseball rules and regulations, the Orioles will provide the County with certain limited use rights as to the Orioles' marks and logos, subject to the Orioles' prior written approval in each instance, which will allow the County to promote its partnership with the Orioles at the Sites and on County literature and advertisements.

10.3 The Orioles shall provide the County with ten (10) prime location tickets (in groups of two (2) and four (4)), as determined by the Orioles, for all games and events at the Major League Site free of charge throughout the Term. In addition, the Orioles shall provide the County with event tickets for all seats in a luxury suite for up to four (4) Orioles spring training games per year; provided, however, that the suites have not been sold to a corporate or other purchaser and are available for the Orioles use and assignment. The County shall also be provided at no cost with adequate, preferred parking for all events for which tickets have been provided. The luxury suite, tickets and parking provided hereunder shall be used for tourism promotion and economic development purposes. The surcharge provided in Section 12 shall not be applicable to any complimentary event tickets or any tickets for which no payment is made by the County or other third party.

11. OPERATIONS AND MAINTENANCE.

11.1 Except as to Historical Events and County (or City or authorized public) civic-oriented non-profit events and as provided in Section 5.8, the Orioles, as lessee of the Sites, shall be responsible solely for payment of all operating expenses and routine maintenance and repairs of the Sites during the Term. The Orioles shall operate the Sites in a safe, clean, attractive, and first class manner comparable to that of other Major League Baseball spring training and minor league facilities and shall provide on-Site fire, EMS, police and traffic control for games and other events at the Major League Site under the Orioles' control as may be necessary. The County shall be responsible to provide such on-Site fire, EMS, police and traffic control for all County civic-oriented, non-profit events as may be necessary. Throughout the Term and except as otherwise expressly provided herein, the Orioles shall be responsible for and provide all cleaning and operational maintenance services for the Sites, including the playing and practice fields located thereon, in conformity with the practices of Major League Baseball spring training facilities and Major League Baseball standards, rules and regulations. For purposes of this Agreement, operating expenses and routine maintenance and repair services shall mean those ordinary cleaning, maintenance and ordinary repair services necessary to keep the Sites in first class, good and working condition and are ordinary and recurring expenses for current repair and maintenance that do not improve an asset or add to its useful life and that are not treated as capital expenses for federal income tax purposes. The County shall have no responsibility for any operating or routine maintenance or repair expenses for the Sites except as related to County civic-oriented, non-profit events or County approved recreational events pursuant to Section 5 or in connection with Section 18. The requesting party for Historical Events shall be responsible for any operating or routine maintenance or repair expenses for such Historical Events which shall be included in the contract described in Section 5.4 above, unless otherwise agreed by the Orioles. In the event that the County utilizes the Sites or authorizes their use, in whole or in part, the County shall be responsible to maintain and repair the fields and related facilities to the condition

prior to the time of County use, so as to provide the Orioles with the full beneficial use of and to the Sites. To the extent that the Orioles incur costs or expenses to maintain or repair the Sites as a direct result of the County's use of the Sites, the County shall reimburse the Orioles for all actual incremental, out-of-pocket costs and expenses associated therewith and other applicable expenses as provided in Section 5.8, in a timely manner upon invoice.

12. CAPITAL REPAIR AND IMPROVEMENTS FUND.

12.1 The County shall establish, administer and maintain a Capital Repair and Improvements Fund in an interest bearing account dedicated for the exclusive benefit of the Sites for the purposes expressed in this Section.

12.2 The Parties acknowledge that during the Term there will be capital repair and improvement items necessary to maintain or preserve the condition, structural integrity, safety or functionality of the Sites or to address physical obsolescence. Physical obsolescence means that the structure, foundation, surface, components, systems, fixtures or condition: (i) no longer adequately functions for the purposes for which it was intended, (ii) is dysfunctional in whole or in part, or (iii) poses a hazard to the public's accommodation. The Capital Repair and Improvements Fund shall not be used for the Orioles' general operations and routine maintenance and ordinary repair obligations or for any County (or City) obligations to reimburse the Orioles or pay for costs and expenses associated with the County's (or City's) use of the Sites or the use of the Sites by the public. This Fund is intended only for capital repairs and improvements as expressed in this Section, and which would customarily be treated as a capital item for federal income tax purposes. Capital repairs and improvements shall include all expenditures for a fixed asset, or which extends the useful life longer than one (1) year or adds value to or increases the usefulness or productivity of an existing asset.

12.3 The Capital Repair and Improvements Fund shall be funded by annual contributions from each of the Parties in accordance with the following schedule:

<u>For the Years</u>	<u>Annual Contribution</u>
2011 through 2015	\$125,000
2016 through 2020	150,000
2021 through 2025	175,000
2026 through 2030	200,000
2031 through 2035	225,000
2036 through 2039	250,000

12.3.1 A surcharge upon all Orioles game tickets sold and all other for-profit ticketed events conducted at the Sites shall be considered a contribution to the Capital Repair and Improvements Fund as if made by the Orioles directly:

12.3.1.A For all tickets with a face value of \$5.00 or less, the ticket surcharge shall be fifty (50) cents per ticket sold.

12.3.1.B For all tickets with a face value in excess of \$5.00 but less than \$10.00, the ticket surcharge shall be \$1.25 per ticket sold.

12.3.1.C For all tickets with a face value of \$10.00 or more but less than \$20.00, the surcharge shall be \$1.75 per ticket sold.

12.3.1.D For all tickets with a face value of \$20.00 or more but less than \$30.00, the surcharge shall be \$2.00 per ticket sold.

12.3.1.E For all tickets with a face value of \$30.00 or more, the surcharge shall be \$2.50 per ticket sold.

12.3.2 In any year, the Orioles shall have the sole right to charge or modify the ticket surcharge in its sole judgment.

12.3.3 Notwithstanding the foregoing, if the amount of the annual surcharge collected is: (A) less than the Orioles' Annual Contribution, the Orioles shall contribute the difference to the Capital Repair and Improvements Fund; (B) more than the Orioles' Annual Contribution, the amount of such excess shall not be credited toward its Annual Contribution for any other year.

12.4 Contributions to the Capital Repair and Improvements Fund shall be made by the County and the Orioles no later than January 15 of each year for the preceding year. No expenditures may be made from the Capital Repair and Improvements Fund without the prior approval of both the County and the Orioles.

12.5 All interest accruing on the Capital Repair and Improvements Fund shall be added to the Fund and available for Fund purposes.

12.6 The Orioles and the County shall jointly review the Fund balance on an annual basis. Beginning in the fifth (5th) year after substantial completion of the Project and every five (5) years thereafter, the Parties shall conduct an independent structural and engineering analysis of the Sites. The cost of such analysis shall be paid from the Capital Repair and Improvements Fund. To the extent that the structural and engineering analysis provided for in this Section 12.6 identifies a material structural or engineering condition that should be addressed by this Section, the Capital Repair and Improvements Fund will be made available to the extent that the Orioles and the County agree to authorize those repairs or improvements.

12.7 The County and the Orioles shall annually cooperatively develop a rolling five (5) year capital repairs and improvement plan for the Sites. The Orioles shall submit to the County, on or before June 1 of each year, a proposed budget of anticipated capital repairs and capital improvements for the succeeding year. The proposed budget shall include a detailed statement of the reason for and cost of proposed capital expenditures. The County shall review the proposed budget and notify the Orioles on or before August 1 of the same year whether it has approved all or any portion thereof, which approval will not be unreasonably withheld, conditioned or delayed. In the event of an emergency requiring a capital expenditure or other capital expenditure deemed necessary by the Orioles but not included in the budget, the Orioles shall promptly notify the

County after discovery of the emergency or need for the capital expenditure, and the Orioles and the County shall work cooperatively together in good faith to address the need for the capital expenditure.

12.8 The County shall be responsible for identification of funding sources and the timely payment of all approved capital expenditures that cannot be paid out of the then-remaining balance in the Capital Repair and Improvements Fund. The Orioles acknowledge that any such payment by the County is subject to appropriation and approval by the County Commissioners.

12.9 The Orioles, with the cooperation of the County, shall supervise the making of all capital repairs and improvements to the Sites.

12.10 Notwithstanding anything provided in this Section 12, the insurances required in Section 16 of this Agreement shall be maintained in full force and effect.

13. FUTURE IMPROVEMENTS.

13.1 Subject to the applicable provisions of Section 4.3 hereof, the Orioles may develop and construct additional improvements on the Sites during the Term which are permitted by the zoning on the Sites, and any such improvements shall immediately be subject to the Lease. The Orioles shall prepare and provide to the County a plan showing such additional improvements, an estimate of the cost of the improvements and the Orioles commitment to pay for and a funding plan for such improvements prior to construction. The County shall have the right to review and approve all such improvements, such approval not to be unreasonably withheld, conditioned or delayed. The development and construction of any such additional improvements on the Sites during the Term shall be completed by the Orioles in accordance with applicable law.

14. YOUTH BASEBALL ACADEMY AND FACILITIES.

14.1 The Parties acknowledge that it is mutually beneficial to facilitate the establishment of a youth baseball academy and youth tournaments, serving both the Greater Sarasota County region and players and teams from other areas. The Orioles and Ripken Baseball have expressed a desire and are willing to locate a Cal Ripken Youth Baseball Academy and youth tournaments at the Minor League Site. The County has agreed to permit the Orioles to sublease or co-locate a portion of the Minor League Site (as identified on the preliminary Site sketch attached hereto as Exhibit 2) as a possible and acceptable location for the youth baseball academy, facilities and fields and the County has agreed to provide said area to the Orioles for such purposes as a cleared and leveled portion of the parcel. The County consents to the development and use of the aforementioned areas for all such fields and facilities as may be necessary and appropriate for the full and beneficial use of those areas for a youth baseball academy and youth tournaments. The Orioles and/or Ripken Baseball with review and approval of the County, which shall not be unreasonably withheld, conditioned or delayed, shall have full rights to the design and architectural style of the fields and facilities. The timing of the development and construction of the youth fields and facilities is dependent upon raising the necessary funds to proceed with the project. Notwithstanding the preceding sentence, the Orioles and Ripken Baseball will commit to provide a commercially reasonable level of youth baseball activities in the Greater Sarasota County region pending the establishment and construction of the

youth baseball fields and facilities and the availability of requisite fields and facilities. The development and construction of youth baseball facilities pursuant to this Section shall be subject to the provisions of Section 13 hereof.

15. NO IMPACT FEES.

15.1 To the extent legally permissible, the Orioles shall not be responsible for the payment of any road impact fees, justice impact fees and general government impact fees in connection with the development or use of the Project.

16. INSURANCE.

16.1 Orioles Insurance Requirements. The Orioles shall procure and maintain, during the term of this Agreement and the Project Documents, insurance as listed below. The policies of insurance shall be primary and written on forms acceptable to the County and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A-Excellent". No changes are to be made to these specifications without prior written specific approval by the County's Risk Management Department.

Commercial General Liability: Including but not limited to bodily injury, property damage, contractual, products and completed operations and personal injury with limits of not less than \$1,000,000 each occurrence and carry such umbrella liability coverage as the Orioles deem appropriate.

Business Automobile Liability: Orioles shall agree to maintain Business Automobile Liability insurance as required by law.

Worker's Compensation Insurance: Orioles shall agree to maintain Workers' Compensation insurance as required by law.

Property Insurance: The Orioles shall be responsible to provide property insurance to ensure against damage or destruction to the Orioles' furnishings and equipment and personal property located at the Sites.

The County shall retain the right to review certificates, declarations and policies of insurance, at any time, in order to confirm coverage, form, and amount of insurance in accordance with this Agreement. The County shall be named as an additional insured on all Orioles' policies of insurance under this Agreement and the Project Documents.

Notices of Accidents (occurrences) and Notices of Claims associated with this Agreement shall be provided to the Orioles insurance company and County Risk Management as soon as practicable after notice to the insured.

16.2 County Insurance Requirements. The County shall procure and maintain, during the term of this Agreement and the Project Documents insurance as listed below.

Commercial General Liability: The County is self-insured for all liability claims and related expenses pursuant to the provisions of Florida Statute 768.28.

Property Insurance: The County shall maintain in force, at its expense the types and amounts of property insurance, including boiler and machinery insurance, as necessary to cover the full replacement value of the Sites. The County shall provide a copy of the Certificate of Insurance listing the Orioles as the additional insured. The property insurance shall insure against damage or destruction to any components of the Sites, providing "all risk" peril coverage, including coverage against hurricane, flood, sewer backup and earthquake. In the event of a loss or damage as described above, the County shall be responsible to retain a project manager to obtain an inspection and estimation of damages and repair and/or replacement costs to bring the Sites to their pre-loss condition in a timely and efficient manner. The County shall promptly report in a timely manner all claims and shall pay all deductibles in connection with such claim. Insurance proceeds recovered from submitted property damage claims for the Sites pursuant to this Section shall be placed in a joint escrow account and used to repair or rebuild the Sites and the County shall be obligated to promptly restore the Sites to its original or better condition. In the event that the insurance proceeds are insufficient to repair and restore the Sites to their previous pre-loss or substantially similar condition, the Orioles shall have no obligation to utilize its own funds to repair or restore the Sites. In the event the County determines that the Major League Site and/or the Minor League Site should not be repaired, the Orioles are entitled to immediate termination of this Agreement, and the Project Documents or any portion thereof (e.g. termination of the Major League Site but not the Minor League Site) without penalty. In the event the Orioles elect to terminate this Agreement and the Project Documents, there shall be an abatement of all monies due hereunder from the date of unavailability. The County, as applicable, shall be required to immediately notify its insurance carrier(s) in the event of any loss and shall promptly submit all claims, and all insurance proceeds of such policies paid for property damage to the Sites shall be for the benefit of the Sites and the Orioles and promptly applied to the repair, replacement and refurbishment and restoration of the Sites, and in accordance with the procedures established by the County and the Orioles and/or its designees for the initial construction of the Project, unless otherwise agreed upon by the County and the Orioles.

17. ENVIRONMENTAL.

17.1 The Major League Site has been used for Major League Spring Training for more than twenty (20) years. Portions of the Major League Site were used as a landfill and asphalt plant in the past. The Major League Site is the subject of a consent order between the City and the Florida Department of Environmental Protection. The Interlocal Agreement with the City obligates the City, as set forth in the consent order, to continue to perform its environmental monitoring, reporting and other requirements under applicable environmental laws, following transfer of title to the Sports Complex to the County. It is contemplated that the City will need to enter into an amendment to the consent order providing for the closeout of the consent order. If it is determined that the Major League Site cannot be used as depicted on the preliminary project plans or that the Site presents a potential hazard to the public's health and safety or if the State of Florida or any other governmental agency requires remediation efforts, then the Orioles and the

County shall discuss funding the remediation costs, and if no agreement is reached prior to commencement of construction on the Major League Site, the Orioles shall have the right, in its sole discretion, to terminate this Agreement upon thirty (30) days written notice to the County.

18. DISASTER PREPAREDNESS/SHELTER.

18.1 The Sites may be used, in areas agreed upon by the Parties, for emergency response personnel and equipment, debris and debris-removal equipment for natural disaster preparations, response, and potential shelter. In the event the County uses the Sites pursuant to this Section, the County agrees to completely remove all disaster/hurricane-related debris and materials from the Sites and take such other remedial action as may be necessary within a reasonable period of time prior to the Spring Training Period so as to allow the Orioles full beneficial use of and to the Sites. The County shall be responsible for all damage, clean-up, maintenance, repairs and costs and expenses in connection with the use of the Sites for disaster purposes, and the County shall promptly clean up, repair and restore the Sites, all at no cost or liability to the Orioles. Notwithstanding anything in this Agreement to the contrary, the County shall be responsible for any liability arising out of or in connection with the County's (and its invitees) or the public's use of the Sites pursuant to this Section and the County agrees to indemnify, defend and hold the Orioles and its officers, directors, partners, employees, agents and representatives harmless in connection with such use of the Sites by the County (and its invitees) or the public.

19. TAXES; AVAILABILITY OF ADDITIONAL STATE FUNDS.

19.1 The County represents that (1) it shall acquire from the City and shall continue to have throughout the Term, all ownership interests in the Major League Site, (2) as of the date hereof, it has and shall continue to have throughout the Term, all ownership interests in the Minor League Site, (3) as such, has the full authority to grant the Orioles the rights provided hereunder, and (4) this Agreement has been entered into for the public purpose of promoting tourism, gainful employment and economic growth in Sarasota County and the State of Florida. It is the intent and understanding of the Parties that the leasehold interest to be held by the Orioles pursuant to the Lease shall be immune from Property Taxes, including ad valorem taxation for long as such constitutional immunity remains in effect.

19.2 For purposes of this Agreement, "Property Taxes" shall mean all ad valorem taxes, real estate taxes and assessments or payments in lieu of real estate taxes which are levied against the Lease and/or the Sites (and any improvements thereon), including all general and special taxes levied by the County, the City or any political subdivision or taxing authority of the County or the City or the State of Florida, including but not limited to school districts, or transit authorities, so long as such tax is based upon or measured by the valuation of the land, the improvements (including the Project), or any of their respective leasing arrangements.

19.3 If the Orioles and/or its designees may be eligible for any tax benefits, exemptions, abatements, credits, grants or other refunds the County shall cooperate with the Orioles in pursuing such.

19.4 The County and the Orioles shall each use their best efforts to obtain additional funds from the State of Florida, authorized for the use of spring training facilities construction or renovation, for economic development, tourism, disaster relief or staging, hurricane hardening purposes and/or any other purpose that can be made available for the Sites in connection with the Orioles' use and occupancy thereof and to dedicate such additional funds to the Capital Repair and Improvements Fund.

20. FORCE MAJEURE.

20.1 Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this Agreement or the Project Documents or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any "Force Majeure". For purposes of this Agreement, a "Force Majeure" shall mean and include without limitation, any fire, flood, explosion, damage by third parties whether negligently or intentionally caused, acts of God or Nature or other casualties, strikes (including, without limitation, any strike by the Major League Baseball Players Association), lockouts (including, without limitation, any lockout by the League), work stoppages, picketing or other concerted action by any employees or any labor organization, national emergency or state of war, the laws or actions of any governmental authority, or any other event or cause that is beyond the control of the Parties. Notwithstanding anything contained in this provision, a strike by the MLBPA or lockout by the League will not be a Force Majeure event with respect to the Project Development Agreement.

Without limiting any remedies available at law or in equity, in the event the purposes of this Agreement and/or the Project Documents are frustrated as a result of the actions, rulings, determinations, findings, orders, judgments or directives of any state or federal or other governmental agency or as a result of the actions of third parties in connection with, relating to, or arising from, the existence of any hazardous materials on, in, under, affecting or emanating from all or any portion of: (1) the real property located at 12th Street and Tuttle which has historically been used as a Major League Spring Training facility and includes training facilities, practice fields, clubhouses, offices, the "Ed Smith Stadium" and other improvements and fixtures located thereon, and/or (2) the real property located North of 12th Street and South of 17th Street and the corner parcel North of 12th Street (the "Major League Site") which may cause (i) substantial and material delay to the Project, (ii) substantial and material additional costs to the Project, (iii) substantially and materially restrict or prohibit the Project or its substantial completion or (iv) in any other way substantially and materially frustrates the purposes of this Agreement and/or the Project Documents, then the Orioles and the County shall discuss such situation, and if no mutually acceptable agreement is reached between the Parties to resolve the situation, then either Party shall have the right to terminate this Agreement and the Project Documents upon thirty (30) days written notice to the other Party; provided that, any Party may submit this matter to binding arbitration, which arbitration must be requested, conducted and fully concluded within sixty (60) days of the written notice of termination, solely as to the issue of whether that Party's termination was reasonable under the facts and circumstances, including the purposes of this Agreement and the Project Documents and based upon the delay, additional costs, restriction or prohibition as expressed in this Section.

20.2 If as a result of any Force Majeure the Sites are unavailable for Spring Training in any of the years during the Term, this Agreement and the Project Documents shall be regarded as suspended for the period of unavailability without liability to either Party so long as the period of unavailability is no more than two (2) consecutive Spring Training Periods during the Term. If the Sites shall be unavailable for two (2) consecutive Spring Training Periods during the Term, the Orioles shall have the right to terminate this Agreement and the Project Documents without any further liability to the County. To the extent that the Sites are unavailable for a Spring Training Period, the County shall use its best efforts to assist the Orioles in securing, at no cost to the Orioles, suitable facilities in the County to conduct its Spring Training Operations. If no suitable facilities are available, in the Orioles' sole discretion, the Orioles may locate its Spring Training Operations at facilities outside the County and the Orioles shall be relieved of all obligations under this Agreement and the Project Documents for such period.

21. DEFAULT, REMEDIES AND TERMINATION.

21.1 If either Party hereto (the "Defaulting Party") shall fail to perform any of its obligations under this Agreement or any of the Project Documents, then the Party not in default (the "Non-Defaulting Party") shall provide notice of such failure to the Defaulting Party and afford the Defaulting Party a grace period to cure said failure, as follows:

21.1.1 Where a grace period is specifically provided, that specific grace period shall apply.

21.1.2 Where a grace period is not specifically provided, the Defaulting Party shall afford the Non-Defaulting Party a grace period of: (i) five (5) business days to cure monetary failure; and (ii) thirty (30) days to cure any non-monetary default; provided, however, that if any non-monetary failure cannot be cured within such thirty (30) day period, the Defaulting Party shall be afforded such additional time as shall be reasonably required to cure such failure, if the Defaulting Party has commenced the appropriate cure within said initial thirty (30) day period and thereafter proceeds with reasonable diligence to cure said failure.

21.1.3 If any failure to perform shall not have been cured by the expiration of the applicable grace period, then a "Default" shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth in Section 21.2 below.

21.2. If a Default shall occur, the Non-Defaulting Party shall have the right (but not the obligation to cure such default on behalf of the Defaulting Party, in which event the Defaulting Party shall immediately reimburse the Non-Defaulting Party for all sums paid by it to effect such cure, together with interest thereon at the annual rate of interest equal to the prime rate of interest charged by the County's primary financial institution to its commercial customers with the highest credit rating plus one and one-half percent ("the Default Rate").

21.3 County Termination. The County may terminate this Agreement or any of the Project Documents upon thirty (30) days prior written notice to the Orioles of any of the following events (collectively hereinafter referred to as the "Orioles Defaults"):

21.3.1 If the Orioles desert or vacate one or both of the Sites;

21.3.2 If, by order of a competent authority, a receiver, liquidator or trustee of the Orioles shall be appointed and such receiver, liquidator or trustee shall not have been discharged within thirty (30) days after the making of such order, or if by decree of such authority the Orioles shall be adjudicated or determined to be bankrupt or insolvent, or if the Orioles shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs;

21.3.3 If the Orioles fail to make any payments to the County pursuant to this Agreement or any of the Project Documents within sixty (60) days following written notice of such payment Default; provided however, the Orioles shall have the right to withhold any amounts disputed in good faith until the settlement of any such dispute; or

21.3.4 If the Orioles breach any material provision, agreement or obligation under this Agreement or any of the Project Documents, that is not cured within sixty (60) days after notice of such Default; provided, however, that if such Default cannot be cured within such sixty (60) day period, but the Default is capable of cure within a reasonable period of time which is acceptable to the County, and the Orioles diligently pursue such cure, the Orioles shall be allowed such agreed upon time period to cure such Default.

21.4 Orioles Termination. In addition to the termination rights contained elsewhere in this Agreement, the Orioles may terminate this Agreement or any of the Project Documents upon thirty (30) days prior written notice to the County of any of the following events (collectively hereinafter referred to as the "County Defaults"):

21.4.1 If, by order of a competent authority, a receiver, liquidator or trustee of the County shall be appointed and such receiver, liquidator or trustee shall not have been discharged within thirty (30) days of the making of such order, or if by decree of such authority the County shall be adjudicated or determined to be bankrupt or insolvent, or if the County shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs;

21.4.2 If the County fails to make any required payments or deposits to the Governmental Project Fund, Construction Fund Account or the Capital Repair and Improvements Fund or fails to make any payments to the Orioles pursuant to this Agreement or any of the Project Documents within sixty (60) days following written notice of such payment Default; provided, however, the County shall have the right to withhold any amounts disputed in good faith until the settlement of any such dispute; or

21.4.3 If the County breaches any material provision, agreement or obligation under this Agreement or any of the Project Documents that is not cured within sixty (60) days after notice of such Default; provided, however, that if such Default cannot be cured within such sixty (60) day period, but the Default is capable of cure within a reasonable period of time which is acceptable to the Orioles, and the County diligently pursues such cure, the County shall be allowed such agreed upon time period to cure such Default.

21.5 Cumulative Rights. The remedies heretofore described in this Section 21 shall be in addition to any other remedy the Non-Defaulting Party may have at law or in equity in the event of a Default, including without limitation:

21.5.1 An action to recover monies then due and owing from the Defaulting Party, together with interest thereon at the Default Rate, from the date on which such monies were due;

21.5.2 An action for specific performance of non-monetary covenants and agreements on the part of the Defaulting Party; and/or

21.5.3 An action for recovery of all actual losses, costs and reasonable attorneys' fees incurred by the Non-Defaulting Party in connection with, arising out of or in any way related to the Default.

21.6 Injunctive Relief. Without limiting any other remedies of the County on account of a Default by the Orioles available in accordance with Section 23 of this Agreement, the County will be irreparably harmed if the Orioles violate the Lease by the transfer, move or other relocation of the Orioles' spring training activities to locations other than the Sites during the Term otherwise than as provided or permitted by this Agreement or the Project Documents. Accordingly, the Orioles hereby agree that in the event of such a violation or threatened violation of the Lease, the County shall be entitled to seek and obtain a temporary restraining order, together with preliminary and permanent injunctive relief, from any court of competent jurisdiction to enjoin any such violation or threatened violation. The Orioles waive any requirement that the County post a bond or other security in connection with such injunctive relief. In the event of such attempted or actual transfer, move or other relocation of the Orioles' spring training activities to, or the playing of Home Games at, any location other than the Sites, the County is not able to obtain the injunctive relief provided for in this Section 21.6, the County shall be entitled, at its option, to seek monetary damages.

22. NOTICES.

22.1 All notices and other communications required or permitted to be given under this Agreement and the Project Documents shall be in writing, and shall be hand-delivered, sent overnight delivery by a reputable overnight delivery carrier or mailed by United States registered or certified mail, return receipt requested, postage prepaid, to the address set forth below:

If to the County: Sarasota County
 1660 Ringling Boulevard, 2nd Floor
 Sarasota, Florida 34236
 Attention: County Administrator
 Phone: 941-861-5000
 Facsimile: 941-
 countyadministrator@scgov.net

With a courtesy
copy to:

Stephen E. DeMarsh, County Attorney
Office of the County Attorney
1660 Ringling Boulevard, 2nd Floor
Sarasota, FL 34236
Phone: 941-861-7255
Facsimile: 941-861-7226
sdemarsh@scgov.net

If to the Orioles:

Baltimore Orioles Limited Partnership
333 West Camden Street
Baltimore, MD 21201
Attention: Peter G. Angelos
Phone: (410) 649-2000
Facsimile: (410) 659-1782

With a courtesy
copy to:

Rifkin, Livingston, Levitan & Silver, LLC
225 Duke of Gloucester Street
Annapolis, Maryland 21401
Attention: Alan M. Rifkin, Esq.
Phone: (410) 269-5066
Facsimile: (410) 269-5274
arifkin@rlls.com

or to such other address or telephone number as a Party may notify the other Party in writing. Notices hand-delivered in accordance with this provision shall be deemed to have been received on the date so hand-delivered, notices sent overnight delivery shall be deemed to have been received one (1) day after the date provided to such carrier, and notices sent via U.S. mail shall be deemed to have been received three (3) days after the date so mailed.

23. DISPUTE RESOLUTION.

23.1 The Parties acknowledge that their rights and responsibilities under this Agreement and the Project Documents involve coordination and cooperation with respect to the design, development and construction of, and capital repairs and improvements to, the Project. Accordingly, the Parties agree that it would be to their mutual benefit to establish a dispute resolution process to deal with any dispute arising out of this Agreement or the Project Documents.

23.2 The Parties agree to attempt to settle any dispute or controversy that may arise between the Parties regarding any provision or obligation set forth in this Agreement or the Project Documents by non binding mediation.

23.3 If the Parties are unable to resolve any dispute with respect to the design, development and construction of, and capital repairs or improvements to, the Project or with respect to the Parties' obligations to finalize and execute the Project Documents, the matter in

dispute shall be submitted to binding arbitration under the Arbitration Laws of the State of Florida (Chapter 682, Florida Statutes) in accordance with applicable Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then in effect. The venue of the arbitration may be in Sarasota County. The arbitration shall be expedited to completion within ninety (90) days after notice of electing to arbitrate sent by one Party to the other Party. Both Parties shall agree in good faith to cooperate and facilitate the completion of the arbitration within said ninety (90) day period. In the event the Parties are unable to agree on a single arbitrator within thirty (30) days of the notice of electing to arbitrate, each Party shall within ten (10) business days thereafter select an arbitrator from a panel of eligible arbitrators provided by AAA and thereafter the two selected arbitrators shall select a third arbitrator. After all the evidence has been presented and the hearing has concluded, the Arbitrator(s) shall issue an award, in writing, within thirty (30) days. A judgment upon that award shall be enforceable in any court having jurisdiction of such matters in the State of Florida.

24. TRANSFER OF THE SITES.

24.1 The County represents, warrants and covenants that no part of the Sites will be sold, assigned or transferred by the County during the Term and the County shall not take (or refrain from taking) any action to restrict or condition, and shall not be permitted to sell or otherwise transfer, any portion of the Sites to any unaffiliated third party, without the prior written approval of the Orioles, which may be granted or withheld in the Orioles’ sole discretion. If the Orioles approve the sale or transfer of any portion of the Sites, such County purchaser and/or transferee shall be obligated to perform in accordance with the terms of this Agreement and the Project Documents, including all the obligations, duties and responsibilities of the County contained therein, and such purchaser and/or transferee shall explicitly assume in writing all such obligations, duties and responsibilities. Further, if at any time during the Term, with the prior written approval of the Orioles, the County offers to sell the Sites, or any portion thereof, to an unaffiliated third party, the Orioles shall have a right of first refusal to purchase the Sites, or portion thereof at the price acceptable to such unaffiliated third party.

25. CONDITIONS TO THE EFFECTIVENESS OF THIS AGREEMENT.

25.1 Notwithstanding any provision of this Agreement to the contrary, the effectiveness of this Agreement is expressly conditioned upon the certification by the State of Florida of the Sites as a retained spring training facility for which funding under Section 288.1162FS has been approved and all necessary funds under the aforementioned Florida statutes are committed by the State Office of Tourism, Trade and Economic Development (“OTTED”) to be released or continue to be released to the City for the benefit of the Project. All approvals and commitments as to the funding or continuation of funding under this Section shall be confirmed in writing by OTTED within seven (7) days after the satisfaction of all conditions set forth in the OTTED letter dated July 17, 2009 to the Sarasota County Commission Chairman as a condition precedent to the effectiveness of this Agreement.

25.2 Notwithstanding any provision of this Agreement to the contrary, the effectiveness of this Agreement is expressly conditioned upon the receipt by the Parties from the City of an environmental indemnity in form and substance satisfactory to the Parties within seven (7) days after the date of this Agreement.

26. MISCELLANEOUS.

26.1 Amendments. This Agreement may not be changed, modified, or discharged orally, but only by an instrument in writing signed by the Parties.

26.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the Parties, and each of their respective successors. The Parties by executing this Agreement represent and warrant to each other that they have the full authority to enter into this Agreement and to bind such Parties to its terms and conditions.

26.3 Conflicting Agreements. Each Party represents and warrants to the other Party that the execution of this Agreement and the performance of its obligations hereunder will not breach or be in conflict with any other agreement to which it may be a Party or may be bound.

26.4 Construction. The Parties hereby acknowledge that this Agreement is the product of negotiation between the Parties and/or their respective legal counsel and that no provision of this Agreement shall be construed against a Party solely because that Party or that Party's counsel drafted such provision.

26.5 Exhibits; Headings. The Exhibits attached hereto are substantive parts hereof; headings of the Sections of this Agreement are for convenience of reference only and are not substantive parts hereof.

26.6 Further Actions of the Parties. Immediately upon the execution of this Agreement, the Parties shall take all action necessary to effectuate the purposes of this Agreement, and shall commence good faith negotiations to draft and, where appropriate, execute the Project Documents which implement the transaction(s) contemplated by this Agreement. In addition, and without limiting the foregoing, the County shall take any action necessary under the Interlocal Agreement(s).

26.7 Covenant Re: Negotiations. Upon the mutual execution and delivery of this Agreement and the satisfaction of any condition precedents to this Agreement, the Orioles will refrain from any further negotiations with any other jurisdiction for the location of the Orioles' long term Spring Training Operations. Pursuant to the terms and conditions of this Agreement, the Orioles shall notify the County on or before October 31, 2009 as to whether the Orioles will conduct its Spring Training Operations in 2010 at the Sites. The Orioles may, without violating this covenant in making such determinations, have discussions with its current landlord in Fort Lauderdale, Florida with regard to the Orioles' existing leasing arrangements, including the winding down of such arrangement. In the event that the City of Fort Lauderdale asserts a claim against the County arising from the execution of this Agreement, the Orioles agree to reimburse the County for any actual out-of-pocket costs, fees or expenses, judgments or awards, as a direct result of such claim by the City of Fort Lauderdale.

26.8 Governing Law. This Agreement is entered into in, and shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without reference to principles of conflicts of laws.

26.9 Integrated Agreement. This Agreement represents the full, complete, entire and integrated agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings and negotiations with respect to the subject matter hereof.

26.10 No Joint Venture. This Agreement shall not constitute a partnership, joint venture or create an agency relationship between the Parties.

26.11 No Waiver. The failure of either Party to object to, or to take affirmative action with respect to, any conduct of the other Party that violates any term or condition of this Agreement shall be limited to that particular instance, and shall not be construed as a waiver of that Party's rights for such breach or as a waiver of remedies for future breaches by the other Party.

26.12 Orioles' Full and Beneficial Use of the Sites. As provided for in this Agreement, the "Orioles' full and beneficial use of the Sites" shall mean all lawful uses of the Sites subject to the terms and conditions of this Agreement.

26.13 Rights Unique. The Parties acknowledge that each Party's rights and obligations hereunder, including but not limited to intellectual property assets (but other than the payment of money) are special, unique, extraordinary and impossible of replacement, which gives them a peculiar value, the loss of which could not be reasonably or adequately compensated in damages in an action at law, and that either Party's failure or refusal to perform its obligations hereunder would cause the other Party loss and damages. Except as permitted and otherwise provided for in this Agreement, if either Party fails or refuses to perform such obligations, the other Party shall be entitled to seek injunctive or other equitable relief against it, including temporary relief prior to a time at which a preliminary hearing may be held, by a court of competent jurisdiction to prevent the continuance of such failure or refusal or to prevent the breaching Party from granting rights to others in violation of this Agreement. The Parties waive any requirement that the other Party post a bond or other security in connection with such injunctive relief. In the event a Party is not able to obtain the injunctive relief provided for in this Section, such Party shall be entitled, at its option, to seek monetary damages.

26.14 Mutual Indemnification. The Orioles shall indemnify, defend and hold the County and County's agents harmless from and against all loss, cost, damage and expense (including reasonable attorneys' fees and disbursements) imposed upon or incurred by the County in connection with all claims arising out of or relating to the death of or injury to any person, or the loss of or damage to the property of any person (excluding the property of the County) arising out of or occurring during Spring Training games or Orioles' events or the Orioles' occupancy, management or use of the Sites, excluding death, injuries, and property loss and damage which arise out of or are related to the wrongful or negligent acts or omissions of the County, the County's agents or County's contractors or subcontractors. The County shall indemnify, defend and hold the Orioles and Orioles' agents harmless from and against all loss, cost, damage and expense (including reasonable attorneys' fees and disbursements) imposed upon or incurred by the Orioles in connection with all claims arising out of or relating to the death of or injury to any person, or the loss of or damage to the property of any person (excluding the personal property of

the Orioles) arising out of or occurring during County civic-oriented, non-profit events, or County-authorized use or events for the County's occupancy, capital repair or improvement or use of the Sites, excluding death, injuries, and property loss and damage which arise out of or are related to the wrongful or negligent acts or omissions of the Orioles, the Orioles' agents or Orioles' contractors or subcontractors.

26.15 Severability. The parties hereto agree that to the extent that any provision or portion of this Agreement shall be held, found or deemed to be unreasonable, unlawful or unenforceable by a court of competent jurisdiction, then any such provision or portion thereof shall be deemed to be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by applicable law.

26.16 Taxes; Recordation. The Orioles shall not be responsible for any fees, taxes (including but not limited to transfer taxes) or expenses in connection with the recordation of this Agreement or any of the Project Documents.

26.17 Time. Time is of the essence with regard to the Parties' obligations under this Agreement.

26.18 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be one and the same instrument.

26.19 Orioles Assignment. The Orioles shall not sell, assign or otherwise transfer all or any portion of its interest in this Agreement or the Project Documents without first obtaining the consent of the County; provided, however, that (i) the Orioles shall have the right, without consent, to sublease or transfer its rights and/or obligations, in whole or in part, under this Agreement and the Project Documents, including in furtherance of Section 14 of this Agreement, to any person or entity, provided that the Orioles shall remain liable for its obligations under this Agreement and the Project Documents, including, but not limited to, the playing of the Orioles' Spring Training games at the Sites as provided herein and (ii) the Orioles shall have the right, without consent, to transfer all of its rights and/or obligations, in whole or in part, under this Agreement or the Project Documents to any person or entity that shall thereafter own the Major League Baseball franchise now held by the Orioles on the condition that such transferee shall assume the obligations of the Orioles set forth in this Agreement and the Project Documents and on the further condition that Major League Baseball approves the transfer of the Orioles Major League Baseball franchise to such transferee.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date set forth above.

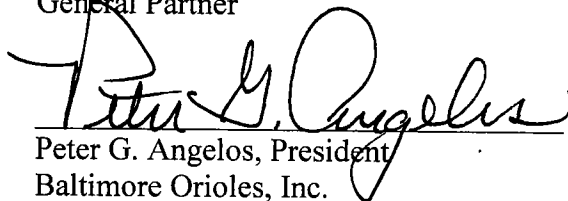
WITNESS/ATTEST

SARASOTA COUNTY, FLORIDA

By: _____
Its:
Date:

BALTIMORE ORIOLES LIMITED
PARTNERSHIP

By: Baltimore Orioles, Inc., its
General Partner



By: Peter G. Angelos, President
Baltimore Orioles, Inc.

Date: 7/22/09

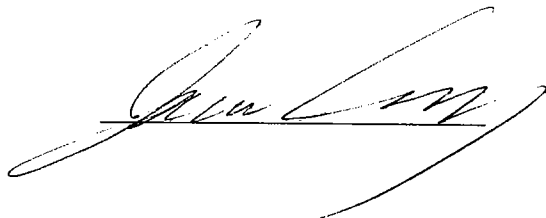


Exhibit 1 – Major League Site Description – This Exhibit may be particularized by including the metes and bounds property descriptions.

Exhibit 2 – Minor League Site Description– This Exhibit may be particularized by including the metes and bounds property descriptions.

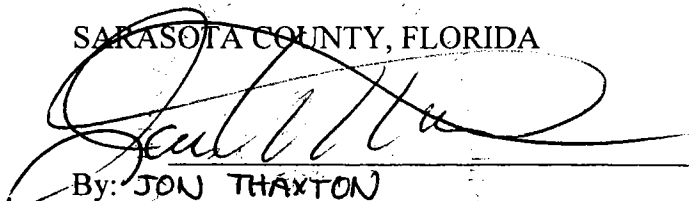
Exhibit 3 – Preliminary Site Sketches

Exhibit 4 – Promotion Inventory

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date set forth above.

WITNESS/ATTEST

SARASOTA COUNTY, FLORIDA

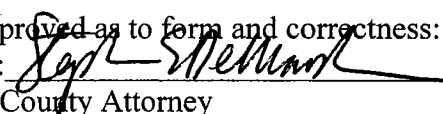


By: JON THAXTON
Its: CHAIR, BOARD OF COUNTY COMMISSIONERS
Date: 7/22/09

ATTEST:
KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: 
Deputy Clerk

BALTIMORE ORIOLES LIMITED PARTNERSHIP

Approved as to form and correctness:
By: 
County Attorney

By: Baltimore Orioles, Inc., its General Partner

By: Peter G. Angelos, President
Baltimore Orioles, Inc.

Date:

- Exhibit 1 – Major League Site Description – This Exhibit may be particularized by including the metes and bounds property descriptions.
- Exhibit 2 – Minor League Site Description– This Exhibit may be particularized by including the metes and bounds property descriptions.
- Exhibit 3 – Preliminary Site Sketches
- Exhibit 4 – Promotion Inventory

3. A Cost-Benefit Analysis of the Team's Impact on the Community

The estimated economic impacts at the county and state levels for the period July 1, 2019 through June 30, 2020 are:

	Sarasota County	Florida
Jobs Created	626.3	690.3
Jobs Created have total Compensation of	\$13,158,181	\$15,809,442
Total Economic Output	\$49,429,680	\$59,929,152

Economic Impacts of the Spring Training Facility

The attendees are separated into four category types:

- Non-Local: This indicates a visiting party from outside of Sarasota County
- Local: This includes all Sarasota County residents
- Team: This represents the amount of cash outlay (expenditures) by the Orioles themselves
- Other: This represents capital expenditures by the County for the Stadium itself

County-Level Economic Impacts:

	DIRECT	INDIRECT	INDUCED	TOTAL	MULTIPLIER
Non-Local	\$ 15,222,488	\$ 5,505,002	\$ 3,758,307	\$ 24,485,797	1.6
Local	\$ 727,352	\$ 295,361	\$ 177,734	\$ 1,200,446	1.7
Team	\$ 13,722,141	\$ 6,199,905	\$ 2,451,810	\$ 22,373,856	1.6
Other	\$ 886,321	\$ 295,200	\$ 188,060	\$ 1,369,581	1.5
	<u>\$ 30,558,302</u>	<u>\$ 12,295,468</u>	<u>\$ 6,575,910</u>	<u>\$ 49,429,680</u>	<u>1.6</u>

State-Level Economic Impacts:

	DIRECT	INDIRECT	INDUCED	TOTAL	MULTIPLIER
Non-Local	\$ 15,222,488	\$ 6,990,855	\$ 7,779,161	\$ 29,992,504	2.0
Local	\$ 727,352	\$ 374,383	\$ 122,243	\$ 1,223,977	1.7
Team	\$ 13,722,141	\$ 8,579,748	\$ 4,666,552	\$ 26,968,442	2.0
Other	\$ 886,321	\$ 480,888	\$ 377,020	\$ 1,744,229	2.0
	<u>\$ 30,558,302</u>	<u>\$ 16,425,874</u>	<u>\$ 12,944,977</u>	<u>\$ 59,929,152</u>	<u>2.0</u>

4. Evidence That the Certified Governmental Entity Continues to Meet the Criteria in Effect When Applicant Was Certified



SARASOTA COUNTY
"Dedicated to Quality Service"

RECEIVED
AUG 18 2020
FINANCE DEPARTMENT

August 14, 2020

Kelly Strickland
Finance Director
City of Sarasota, Florida
1565 1st Street
Sarasota, FL 34236

Dear Ms. Strickland:

Per your request, this letter serves as notice that the conditions set forth in 2009 by the Office of Tourism, Trade and Economic Development (OTTED) continue to be satisfied by Sarasota County.

Attached are the following:

- The results of the economic impact analysis for 2020.
- A matrix outlining compliance with the criteria in Section 288.11631, Florida Statutes. This is in response to Katherine Morrison's request to specifically document compliance with the statute. In the 'Documentation' column of the matrix, we have referenced the relevant exhibits based upon the package the City submitted to the State last year. Prior to submitting to the State, please verify that these exhibit numbers are still correct and edit them if necessary.

Please note that there have been no changes to last year's Exhibit 1 regarding County expenditures. Those projects remain closed out.

Sincerely,

Steve Botelho
Deputy County Administrator
Chief Financial Management Officer

Attachments:
Cost-Benefit Analysis of Spring Training
Compliance Matrix



CHARLIE CRIST
GOVERNOR

STATE OF FLORIDA
Office of the Governor

THE CAPITOL
TALLAHASSEE, FLORIDA 32399-0001

www.flgov.com
850-488-7146
850-487-0801 fax

July 17, 2009

Chairman Jon Thaxton
Sarasota County Commission
1660 Ringling Boulevard
Sarasota, FL 34236

Dear Chairman Thaxton:

Recent discussions with the Office of Tourism, Trade, and Economic Development (OTTED) have surrounded the departure of the Cincinnati Reds. We understand that the City of Sarasota and Sarasota County are working to preserve Spring Training in their area by negotiating an arrangement with the Baltimore Orioles. I have reviewed this issue carefully, and taking into account the intent of the Legislature, have determined that these funds may be used for a retained spring training facility in Sarasota, if the following conditions are met to OTTED's satisfaction:

1. An official letter in accordance with section 288.1162(5)(d), Florida Statutes, from the City of Fort Lauderdale acknowledging the Baltimore Orioles are relocating to Sarasota from their spring training location in Fort Lauderdale;
2. A signed agreement, in accordance with section 288.1162(5)(b)2, Florida Statutes, between Sarasota and Baltimore Orioles for a retained spring training franchise;
3. Documentation of the local match for at least 50 percent funds to be used for the spring training facility as required by section 288.1162(5)(b)3, Florida Statutes; and
4. Written agreement from Sarasota that the state funds will only be used for the renovation or expansion of the Ed Smith stadium complex and corresponding major league operations.

See pages 4 and 5 of this Exhibit 4

See page 3 of this Exhibit 4 and attached Exhibit 2

See attached Exhibit 1 detailing all funds expended on project

See pages 1 and 6 of this Exhibit 4

Once all these documents have been provided to my office and deemed satisfactory to OTTED, I will issue a final letter of approval for continuing release of the funds. Please feel free to contact me at (850) 487-2568 with any questions.

Sincerely,

Dale A. Brill, Ph.D.
Director
Office of Tourism, Trade and Economic Development

2009000196

Office of the County Attorney

County Attorney
Stephen E. DeMarsh



Assistant County Attorneys
Scott T. Bossard
Milan Brkich
Maria D. Korn***
David M. Pearce
Alan W. Roddy*
Karl A. Senkow
Thomas R. Wolfe

Deputy County Attorneys
Kathleen F. Schneider*
Frederick J. Elbrecht**

*Board Certified City, County
and Local Government Law
**Board Certified Civil Trial Law

***Board Certified Labor and
Employment Law

September 11, 2009

Dale A. Brill, Ph.D.
Director
Office of Tourism, Trade and Economic Development
The Capitol
Tallahassee, FL 32399-0001

*a: Bullock
Seward
9/11/09*

SARASOTA COUNTY
GOVERNMENT
COUNTY ADMINISTRATOR
2009 SEP 11 P 2:23

Dear Dr. Brill:

In answer to your inquiry, please be advised that the lease terms as set forth in the Spring Training Facility Memorandum of Understanding between Sarasota County, Florida and the Baltimore Orioles Limited Partnership dated July 22, 2009, constitute a binding lease agreement between the parties for a term of 30 years.

Sincerely,

Stephen E. DeMarsh, Esq.
County Attorney

Alan M. Rifkin, Esq.
Rifkin, Livingston, Levitan & Silver, LLC
Attorney for the Baltimore Orioles

Copies to: James L. Ley, County Administrator
Michelle R. Dennard, Esq., OTTED
Robert J. Bartolotta, City Manager, City of Sarasota

Jenny Yarabek

From: David Bullock
Sent: Wednesday, September 02, 2009 12:52 PM
To: Jenny Yarabek
Subject: FW: City of Fort Lauderdale's Acknowledgement of Termination
Attachments: 09-02-09 Letter from Ft Lauderdale Acknowledging Termination.pdf

fyi

From: Alan M. Rifkin [mailto:ARifkin@rlls.com]
Sent: Wednesday, September 02, 2009 12:46 PM
To: Michelle Dennard (michelle.dennard@eog.myflorida.com)
Cc: John P. Angelos (jangelos@orioles.com); Stephen E. DeMarsh; David Bullock
Subject: City of Fort Lauderdale's Acknowledgement of Termination

Michelle,

Attached please find the City of Fort Lauderdale's acknowledgement of the Orioles' termination of the new stadium facility use agreement dated December 28, 2006 from City Manager George Gretsas.

Alan

*Alan M. Rifkin, Esq.
Rifkin, Livingston, Levitan & Silver, LLC
225 Duke of Gloucester Street
Annapolis, MD 21401
(410) 269-5066
(410) 269-5274 (fax)
www.rlls.com*

CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in this communication (including attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any matters addressed herein.

CONFIDENTIALITY NOTICE: This communication may contain privileged or other confidential information. If you are not the intended recipient, or believe you have received this communication in error, please do not print, copy, retransmit, disseminate or otherwise use the information. Also, please indicate to the sender that you have received this message in error and delete the copy you received. Thank you.



CITY OF
FORT LAUDERDALE

Venice of America

Via Email, Facsimile and Regular Mail

September 2, 2009

Alan M. Rifkin, Esq.
Baltimore Orioles
Rifkin, Livingston, Levitan & Silver, LLC
225 Duke of Gloucester Street
Annapolis, MD 21401

Dear Mr. Rifkin:

On September 1, 2009, the City of Fort Lauderdale City Commission, by motion, acknowledged that the Orioles have terminated the Facility Use Agreement, dated December 28, 2006, by and between the City and the Orioles.

Very truly yours,

George Gretsas
City Manager

cc: John Angelos
Alan Koslow, Esq.
Harry Stewart, City Attorney
Cate McCaffrey, Business Enterprises





SARASOTA COUNTY

"Dedicated to Quality Service"

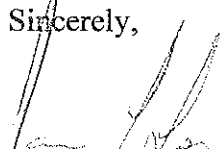
July 23, 2009

Dale A. Brill, Ph.D.
Director
Office of Tourism, Trade and Economic Development
The Capitol
Tallahassee, FL 32399-0001

Dear Dr. Brill:

On July 22, 2009, the Sarasota County Commission approved a Memorandum of Understanding with the Baltimore Orioles to move the team to Sarasota County for spring training. Sarasota County will be providing funds in the amount of \$23.7 million to the spring training facility project which will include the renovation of the Ed Smith Stadium Complex and renovation of facilities at the minor league site at Twin Lakes Park. This will confirm that state funds will only be used for the renovation or expansion of the Ed Smith Stadium Complex and corresponding major league operations.

Sincerely,



James L. Ley
County Administrator

Copies to: Alan M. Rifkin, Esq., Counsel for the Baltimore Orioles
Stephen E. DeMarsh, Esq., County Attorney
Michelle R. Dennard, Esq., OTTED
Robert J. Bartolotta, City Manager, City of Sarasota

**Indian River County
(Los Angeles Dodgers)**

BOARD OF COUNTY COMMISSIONERS
1801 27th Street, Vero Beach, Florida 32960-3388



Office of Management & Budget
Telephone: (772) 226-1214

August 24, 2020

Ms. Ryan Fierst, Senior Management Analyst II
Division of Strategic Business Development
Florida Department of Economic Opportunity
107 E. Madison Street, MSC 80
Caldwell Building
Tallahassee, FL 32399-0001

Dear Ms. Fierst:

Indian River County is submitting its annual report to the Florida Department of Economic Opportunity in accordance with Florida Statute, Section 288.11631. Please find the requested information enclosed.

If you have any questions or require additional information, please contact me at (772) 226-1214.

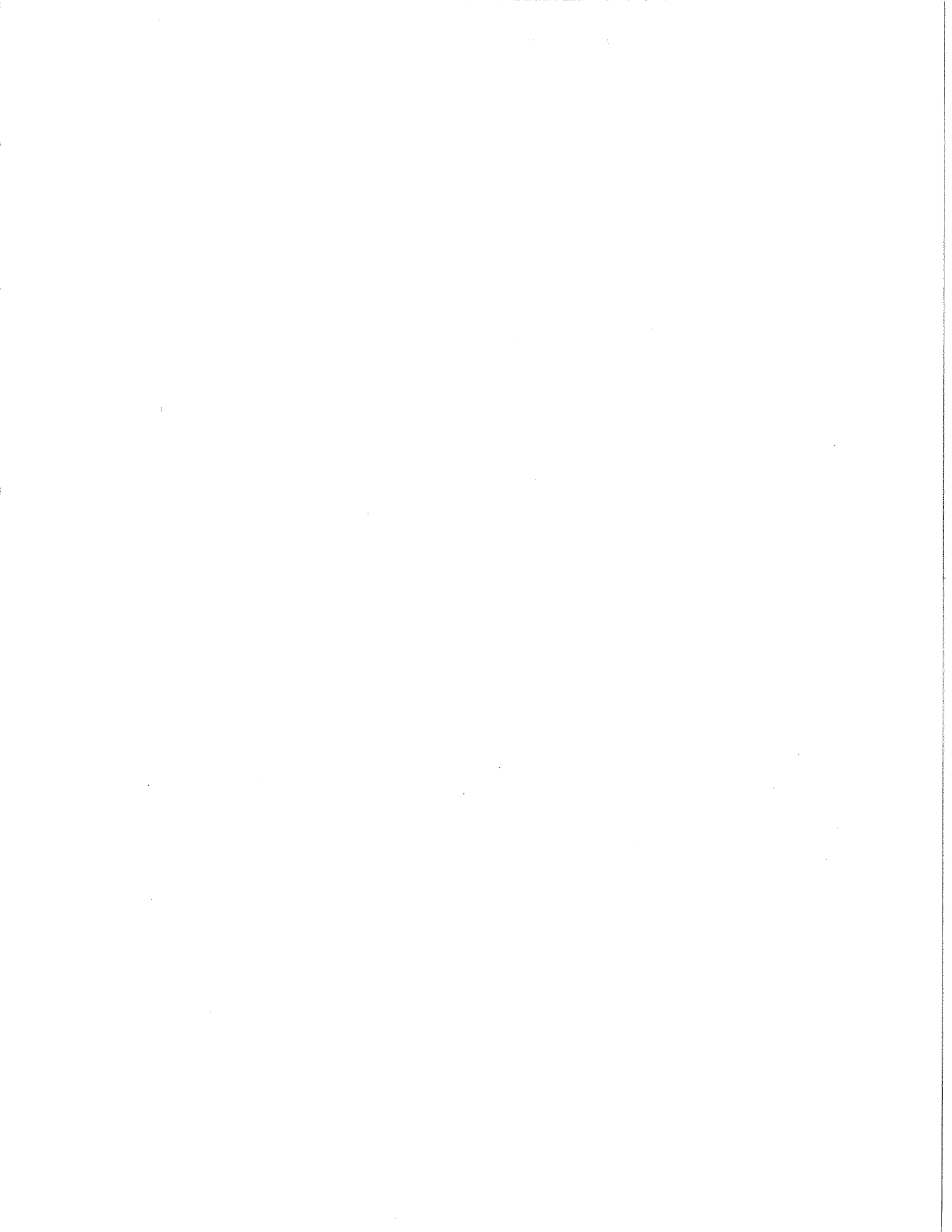
Sincerely

A handwritten signature in cursive script, appearing to read "Kristin Daniels".

Kristin Daniels
Director, Management & Budget
Indian River County Board of County Commissioners

Enclosures

cc: Jason E. Brown, County Administrator



INDIAN RIVER COUNTY ANNUAL REPORT ON STATE SPRING TRAINING FUNDS

Dated: August 24, 2020

Indian River County is submitting its annual report to the Florida Department of Economic Opportunity in accordance with Florida Statute, Section 288.11631. Please find the requested information enclosed:

1. *A detailed report on all local and state funds expended to date on the project being financed under Section 288.11631, F.S.*

Attached is a detailed report of expenditures (**Attachment #1**) of the bond proceeds of the \$16,810,000 Indian River County, Florida, Revenue Bonds, (Spring Training Facility) Series 2001. Also please see a copy of the official statement for this bond issue (**Attachment #2**). These bonds are secured in part by the "Retained Spring Training Franchise" funds ("State Funds"). The original annual debt service for these bonds was \$1,221,333. The "State Funds" originally supported \$500,000 (40.9%) and local funds supported the remainder \$721,333 (59.1%). The annual debt service has now dropped to approximately \$500,000 since a portion of the bond was paid off in 2013 and again in 2019.

Based on the portion of debt supported by the annual \$500,000 from the State of Florida, approximately \$6.9 million of the initial acquisition and construction costs (\$19 million) were funded by the "State Funds". The entire proceeds of the bond issue were expended by 2006. Additionally the County has continued to spend local funds since the bond issue was fully expended (See **Attachment #1A**). Total expenditures for this project now stand at approximately \$28.5 million.

2. *A copy of the contract between the certified local governmental entity and the spring training team.*

Please find a copy of the "Memorandum of Understanding" between the Los Angeles Dodgers, Inc. and the County entered into on August 9, 2000 (**Attachment #3**). Also, please find the Facility Lease Agreement between the Dodgers and Indian River County, entered into on September 1, 2000 (**Attachment #3A**), as well as the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Amended and Restated Facility Lease Agreement (**Attachments #3B, #3C, #3D, #3E, #3F, and #3G**).

Further, the Certification of Indian River County as an authorized facility for a retained spring training facility pursuant to Section 228.1162, Florida Statutes, approved by OTTED on January 1, 2001, has been attached as well (**Attachment #4**).

.....

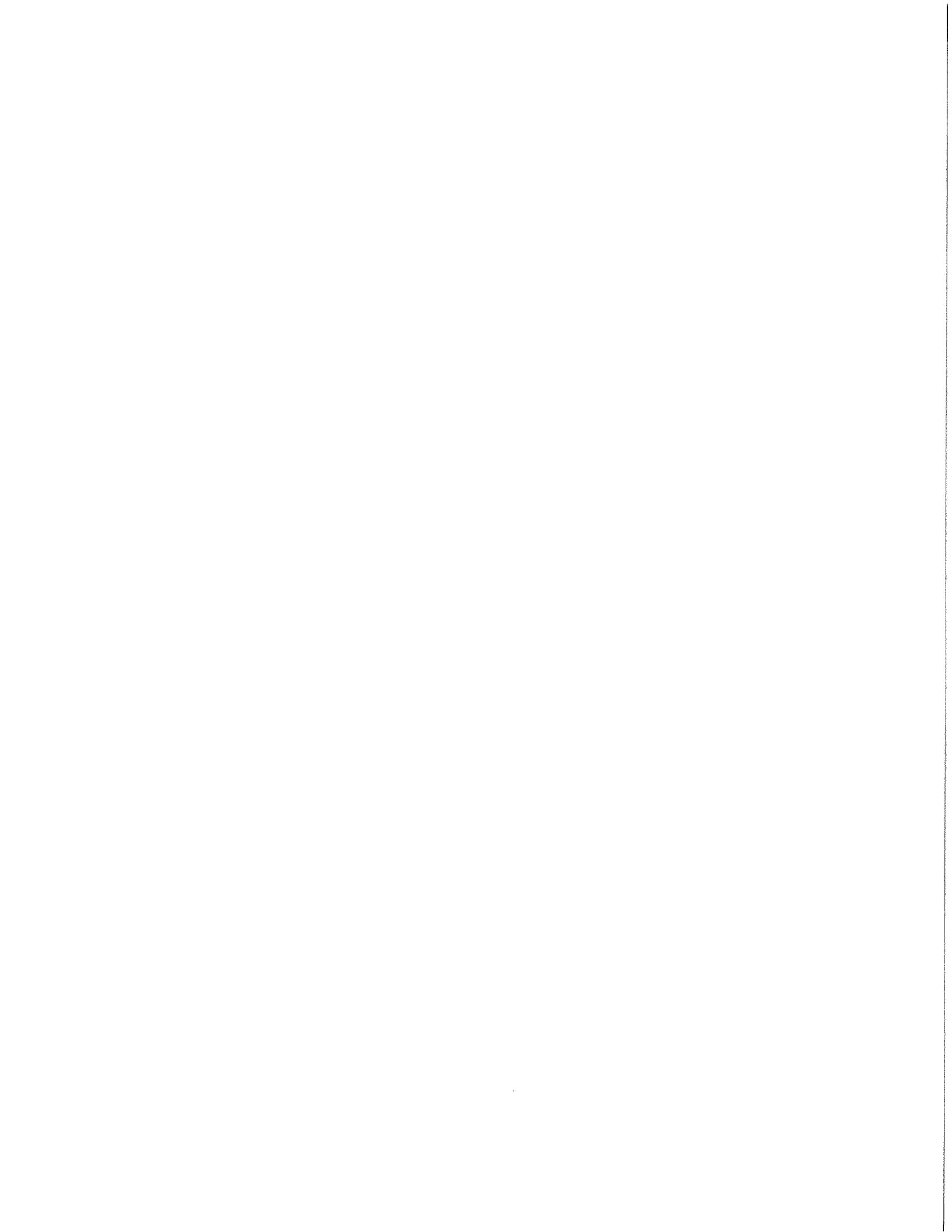
3. *A cost-benefit analysis of the team's impact on the community*

Attached is a copy of the Economic Impact Report from the Treasure Coast Sports Commission for the 2020 Historic Dodgertown (AKA Jackie Robinson Training Complex/JRTC) Spring Training held January 1, 2020 through April 30, 2020 (**Attachment #5**). This event resulted in 4,315 room nights in Indian River County, with an estimated \$1,160,831 economic impact. It should be noted that Historic Dodgertown has activity throughout the year, not just during spring training. The total economic impact of this facility is shown in the attached report titled, "Economic Impact and Facts - Jackie Robinson Training Complex" prepared by the Treasure Coast Sports Commission (**Attachment #5A**).

Also included is a copy of the "Economic Impact of Tourism" completed by the Center for Tourism Research & Development in December 2001 (**Attachment #5B**). This study estimated the total economic impact of Spring Training at Dodgertown at approximately \$120 million per year.

4. *Evidence that the certified governmental entity continues to meet the criteria in effect when the applicant was certified.*

As stated above, Indian River County entered into a Memorandum of Understanding (MOU) and a Facility Lease Agreement with the Dodgers in 2000. The MOU provided that the County would purchase the stadium from the Dodgers for \$10 million and provide \$7 million for the expansion and renovation of the facility. The Series 2001 Spring Training Facility Bonds were issued to finance the acquisition and improvements. This bond issue was secured partially by pledging the annual \$500,000 payments received in accordance with Section 121.20, Florida Statutes, through 2031. Several years later, the Dodgers terminated the lease agreement. The County subsequently entered into an agreement with Verotown (previously Minor League Baseball) to operate the facility. Please note, this agreement entered into on May 1, 2009, and as amended later, explicitly contemplated that Verotown would allow for and assist Indian River County in securing Spring Training opportunities at the facility (see **Attachment #6**). The agreement entered into on January 2, 2019 with Major League Baseball includes operational covenants which state "Verotown acknowledges the community's desire to host, and agrees to promote the use of the Facility for Major League Baseball spring training activities and game events. Verotown agrees to negotiate with any Major League Club expressing an interest in conducting spring training activities or game events at the Facility and use its best efforts to enter into a user agreement on such terms and conditions as Verotown deem commercially reasonable or feasible; provided, however, that the failure to do so shall not be considered a Default by Verotown hereunder. Any such use by a Major League Club requires prompt review and approval by the County Administrator, which will not be unreasonably withheld, unreasonably conditioned or unreasonably delayed. In the event such approval is not timely forthcoming or otherwise withheld, Verotown may seek approval from the County Commission."



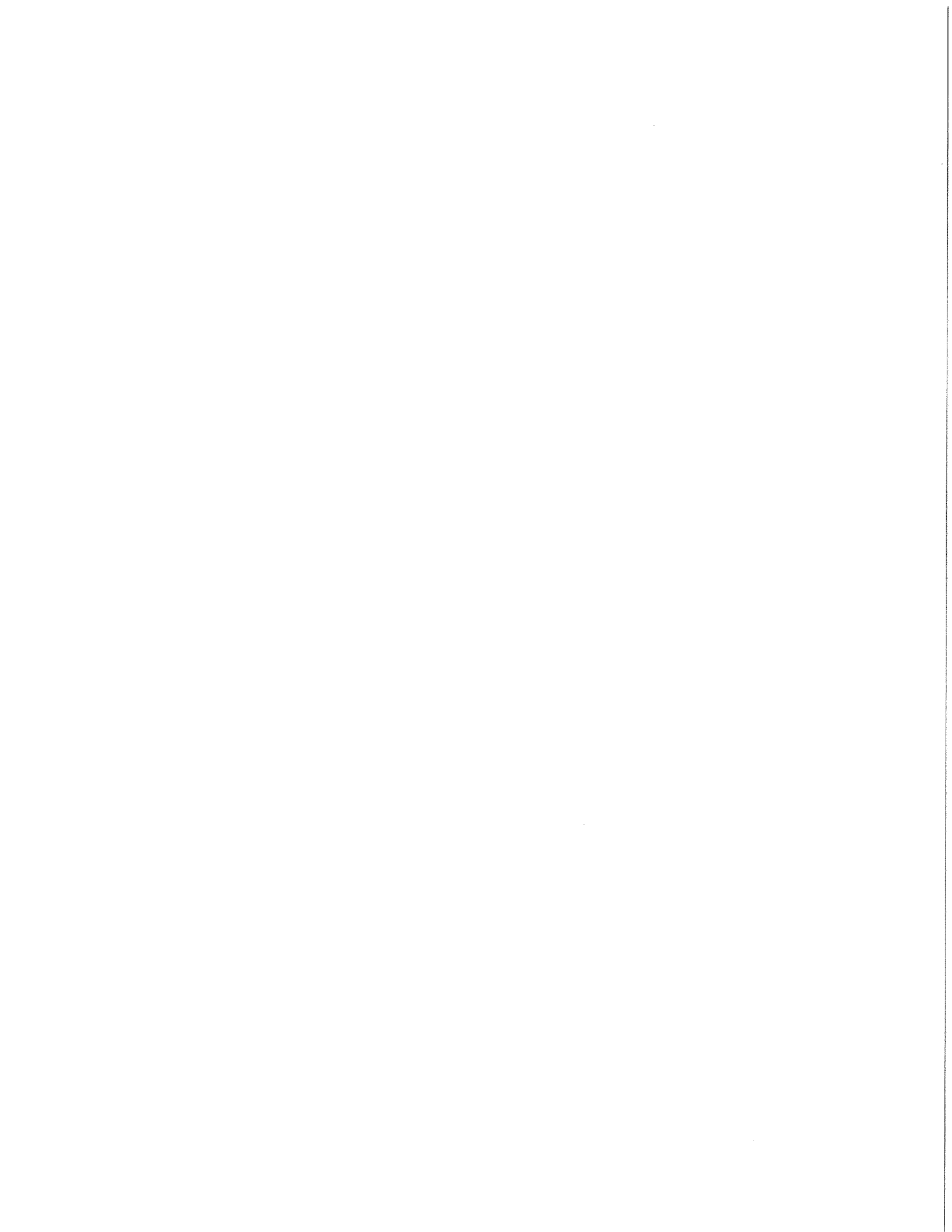
Please note, Section 288.11621(5)(f) states, "A local government as defined in s.218.369 may not be decertified by the department if it has paid or pledged for the payment of debt service on, or to fund debt service reserve funds, arbitrage rebate obligations, or other amounts payable with respect thereto, bonds issued for the acquisition, construction, reconstruction, or renovation of the facility for which the local government was certified, or for the reimbursement of such costs or the refinancing of bonds issued for the acquisition, construction, reconstruction, or renovation of the facility for which the local government was certified, or for the reimbursement of such costs or the refinancing of bonds issued for such purpose. This subsection does not preclude or restrict the ability of a certified local government to refinance, refund, or defease such bonds."

As shown in Attachments #3, and #4, the County was certified as a retained spring training facility on January 1, 2001. Further, Attachment #2 is the official statement for bonds issued for the acquisition, construction, and renovation of Dodgertown. This issue pledged the retained spring training facility funds for a period of thirty years beginning on February 28, 2001.

Subsequently, Indian River County pledged the "State Funds" for the payment of debt service on bonds issued for the acquisition, construction, and renovation of this facility. This scenario is contemplated within Section 288.11621(5)(f) as recently amended. Per Section 288.11621(5)(f), the County "may not be decertified by the department" based upon the information provided herein.



Kristin Daniels
Director, Management & Budget
Indian River County Board of County Commissioners



DODGERTOWN CAPITAL IMPROVEMENTS

Detail of Payments

Beginning Balance	\$17,000,000.00
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Fiscal Year 2001/02 Expenditures	Check Number	Date	Amount
Purchase Facility			\$10,000,354.00
HOK Design + Build Inc.	AJ 221255	10/25/2002	\$416,626.26
HOK Design + Build Inc.	321670	4/17/2002	\$67,470.89
Los Angeles Dodgers	321700	4/17/2002	\$235,394.77
HOK Design + Build Inc.	323032	5/8/2002	\$111,072.78
HOK Design + Build Inc.	324746	6/4/2002	\$55,662.49
Detail Turf Incorporated	325886	6/24/2002	\$16,475.80
HOK Design + Build Inc.	325948	6/26/2002	\$75,420.85
HOK Design + Build Inc.	328309	8/6/2002	\$132,784.86
HOK Design + Build Inc.	329503	8/26/2002	\$544,108.75
HOK Design + Build Inc.	331733	10/9/2002	\$517,491.49

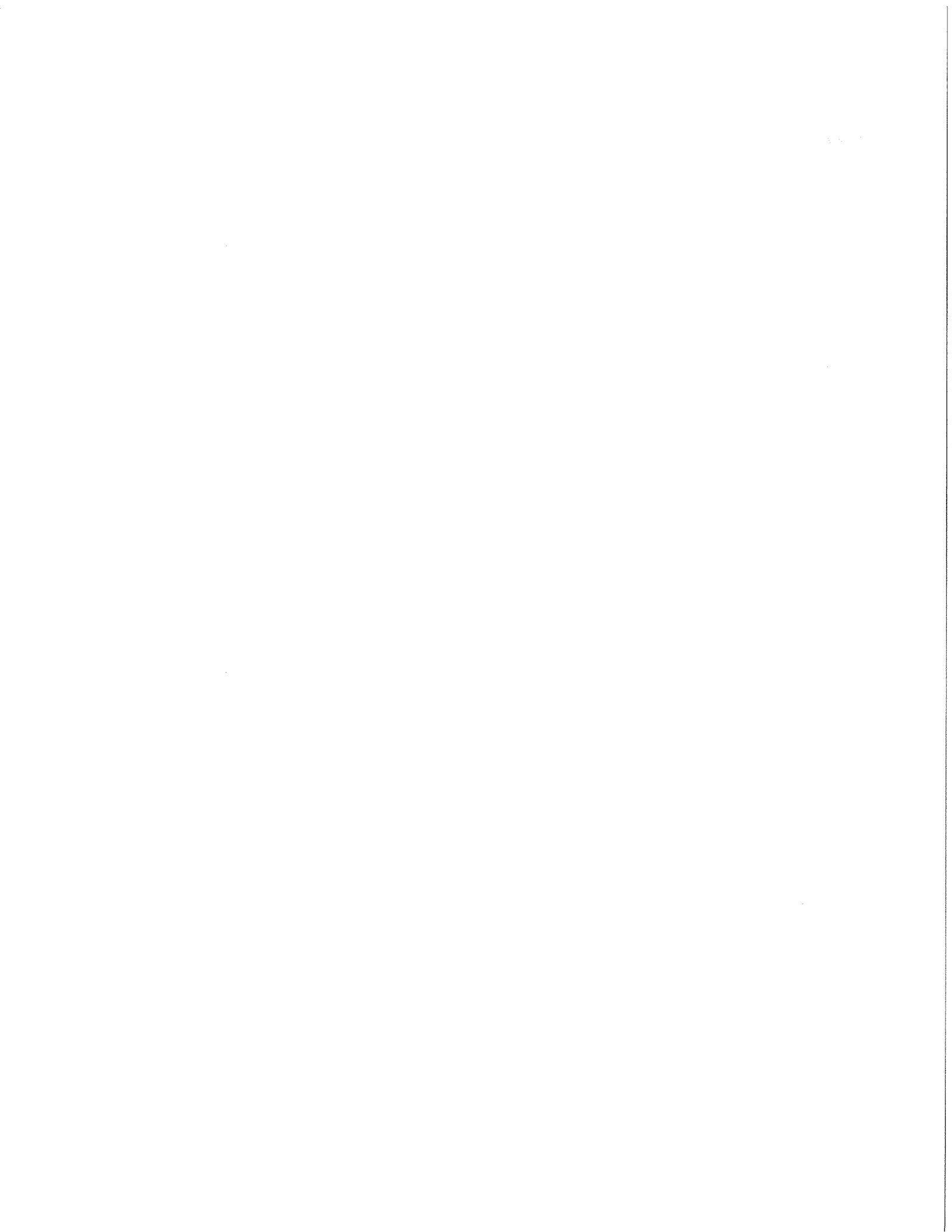
Total - FY 2001/02 Expenditures:	\$12,172,862.94
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Fiscal Year 2002/03 Expenditures	Check Number	Date	Amount
HOK Design + Build Inc.	103304	12/5/2002	\$524,609.91
HOK Design + Build Inc.	105252	1/9/2003	\$758,659.88
HOK Design + Build Inc.	106989	2/6/2003	\$616,949.24
Los Angeles Dodgers	107435	2/13/2003	\$340,408.26
HOK Design + Build Inc.	109102	3/13/2003	\$736,603.59
HOK Design + Build Inc.	111843	4/24/2003	\$88,005.73
Los Angeles Dodgers	112274	5/1/2003	\$525,572.85
Los Angeles Dodgers	114042	5/29/2003	\$330,682.19
HOK Design + Build Inc.	116092	7/2/2003	\$99,041.36
Los Angeles Dodgers	116597	7/10/2003	\$95,278.59
Los Angeles Dodgers	118764	8/14/2003	\$14,933.54

Total - FY 2002/03 Expenditures:	\$4,130,745.14
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Fiscal Year 2003/04 Expenditures	Check Number	Date	Amount
Los Angeles Dodgers	128156	1/21/2004	\$11,363.08
Los Angeles Dodgers	130555	3/4/2004	\$49,761.72
Los Angeles Dodgers	133803	4/19/2004	\$6,109.69
Los Angeles Dodgers	133803	4/19/2004	\$5,381.91
Los Angeles Dodgers	137108	6/17/2004	\$19,351.34
Los Angeles Dodgers	137463	6/23/2004	\$1,905.80
Los Angeles Dodgers	138717	7/14/2004	\$13,986.81
Los Angeles Dodgers	140973	8/18/2004	\$9,055.00
Los Angeles Dodgers	144681	10/28/2004	\$4,483.39

Total- FY2003/04 Expenditures	\$121,398.74
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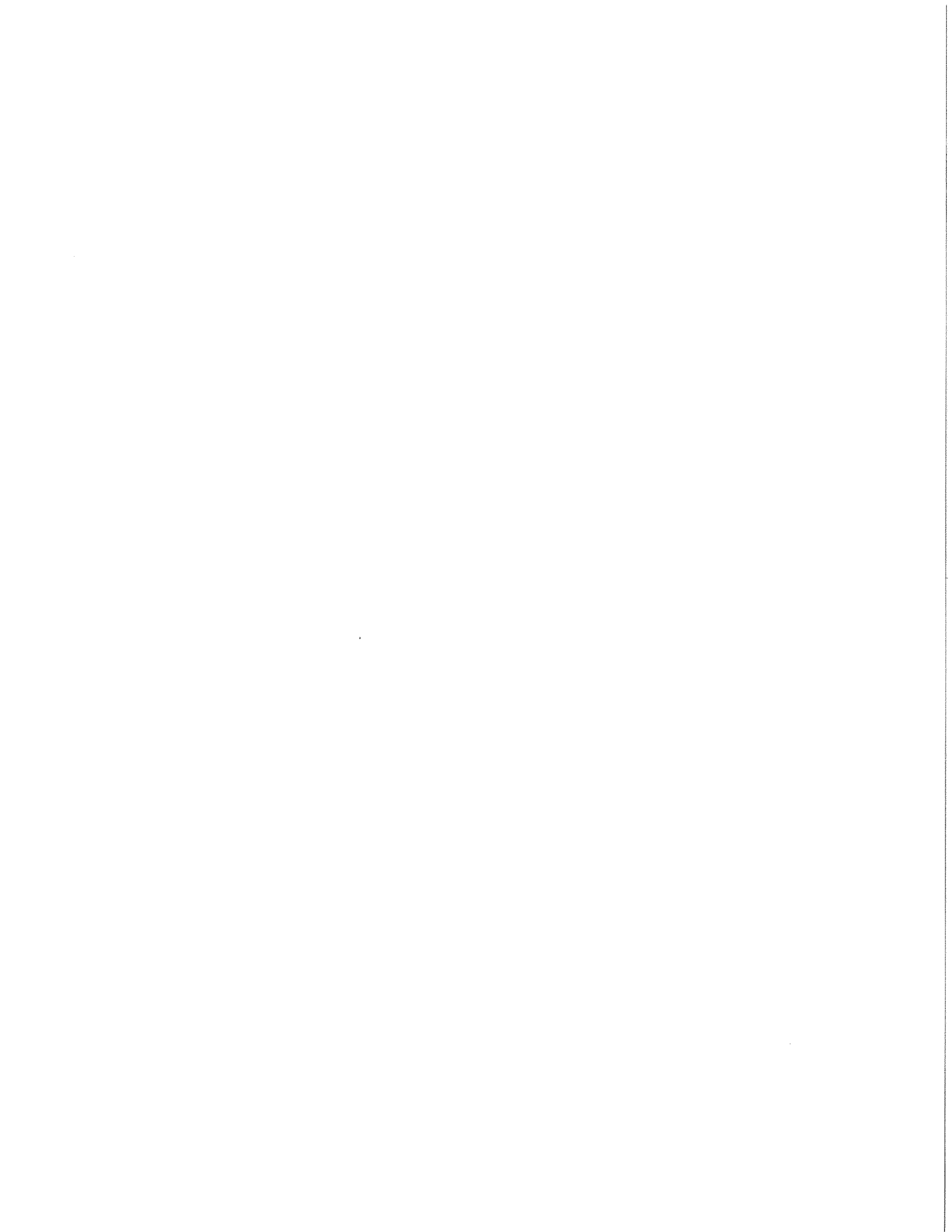


8/24/2020

Fiscal Year 2004/05 Expenditures	Check Number	Date	Amount
Los Angeles Dodgers	155656	5/11/2005	\$42,575.30
PY Expense		9/30/2005	\$48,297.84
PY Expense		9/30/2005	\$7,405.76
Total- FY2004/05 Expenditures			\$98,278.90

Fiscal Year 2005/06 Expenditures	Check Number	Date	Amount
Los Angeles Dodgers	168697	12/22/2005	\$40,789.22
Los Angeles Dodgers	169752	1/11/2006	\$5,038.89
Los Angeles Dodgers	171102	2/9/2006	\$40,403.33
Los Angeles Dodgers	174131	3/30/2006	\$54,079.26
Los Angeles Dodgers	174949	4/13/2006	\$135,893.06
Los Angeles Dodgers	176989	5/18/2006	\$41,033.23
Los Angeles Dodgers	179773	7/13/2006	\$1,072.43
Los Angeles Dodgers	179773	7/13/2006	\$69,003.94
Los Angeles Dodgers	181032	8/3/2006	\$4,890.59
Los Angeles Dodgers	184076	9/28/2006	\$28,222.24
Los Angeles Dodgers	184780	10/12/2006	\$64,990.64
Total- FY2005/06 Expenditures			\$485,416.83

Grand Total-Expenditures			\$17,008,702.55
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Dodgertown/Jackie Robinson Training Complex (JRTC)**Total Committed County Funds**

From Inception (2001) through July 31, 2020

	State Funding	Local Funding	Total Expended @ 7/31/20
Dodger Agreement Costs			
Original Acquisition of Land and Facilities ⁽¹⁾	\$6,900,000	\$3,100,000	\$10,000,000
Capital Improvement Funds ⁽¹⁾	\$0	\$7,000,000	\$7,000,000
Total Acquisition Costs	\$6,900,000	\$10,100,000	\$17,000,000
Capital Reserve Account ⁽²⁾	\$0	\$2,000,000	\$2,000,000
Capital Reserve Account - MiLB ^(2a)	\$0	\$1,258,661	\$1,258,661
Capital Reserve Account - MLB ^(2b)	\$0	\$1,597,146	\$1,597,146
Total Costs - Dodger Agreement	\$6,900,000	\$14,955,807	\$21,855,807
MiLB Agreement Costs			
Facility rebranding	\$0	\$100,000	\$100,000
Tourism promotion ⁽³⁾	\$0	\$542,302	\$542,302
Operating reimbursement for May 2009 - Dec. 2009	\$0	\$741,935	\$741,935
Field lighting - 2 fields to AAA standard	\$0	\$693,724	\$693,724
Build four-field cloverleaf youth-dimensioned fields	\$0	\$2,407,395	\$2,407,395
Renovation of 66 hotel rooms	\$0	\$661,102	\$661,102
Total Costs - MiLB Agreement	\$0	\$5,146,458	\$5,146,458
MLB Agreement Costs ⁽⁴⁾			
Facility Improvements	\$0	\$1,092,133	\$1,092,133
Mold Remediation	\$0	\$180,464	\$180,464
Total Costs - MLB Agreement	\$0	\$1,272,597	\$1,272,597
County Operating Costs			
Operating expenses from January 2009 - May 2009	\$0	\$203,707	\$203,707
Total All Costs - Dodgertown/VBSV	\$6,900,000	\$21,578,569	\$28,478,569

(1) Original Acquisition and capital improvements costs totaling \$17 million were funded through the Series 2001 - Spring Training Facility Bonds. These bonds are secured by a portion of Half-Cent Sales Tax, the Fourth Cent Local Option Sales Tax, and State funds of \$500,000 per year for a 30-year period. Based on the portion of debt supported by the annual contribution from the State, approximately \$6.9 million of the initial acquisition and construction costs were funded by the State funds.

(2) The Capital Reserve Account was jointly funded by the City and the County for the acquisition from the Dodgers in 2001. The City contributed \$1.4 million and the County contributed \$600,000 to this fund. A \$2 million Capital Reserve Account was approved at the inception of the agreement with MiLB as well. The balance of this account was expended in April 2014.

(2a) Beginning with the first renewal term of the Capital Reserve Agreement, the County shall deposit \$250,000 per Lease Year into the Capital Reserve Account as a means of supplementing the Capital Reserve Account balance.

(2b) Beginning with the Amended and Restated Facility Lease Agreement, the County shall deposit \$800,000 per Lease Year for the first five years into the Capital Reserve Account as a means of supplementing the Capital Reserve Account balance. In Lease Year six and continuing through the last year of the third Renewal Term, the County shall deposit \$400,000 into the Capital Reserve Account per Lease Year.

(3) The agreement with MiLB included funding for tourism promotion. Funding for each year of the agreement is as follows; \$50,000 first year, \$55,000 second year, \$60,500 third year, \$66,550 fourth year, and \$75,000 fifth year and each subsequent lease year during any renewal term.

(4) Beginning with the Amended and Restated Facility Lease Agreement with MLB, the County has 3 years from the Lease Effective Date to complete various improvements at an estimated cost of \$4.9 million.

NEW ISSUE - BOOK-ENTRY ONLY

Ratings: Standard & Poor's: AAA
 Fitch: AAA
 (Financial Guaranty Insured)
 See "RATINGS" herein

In the opinion of Bond Counsel, assuming continuing compliance by the County with certain covenants to comply with provisions of the Internal Revenue Code of 1986, as amended, interest on the Series 2001 Bonds is excluded from gross income for purposes of federal income taxation and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under existing statutes, regulations and judicial decisions; although it should be noted that in the case of corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for purposes of such alternative minimum tax. Furthermore, in the opinion of Bond Counsel, the Series 2001 Bonds and the income therefrom are exempt from taxation under the laws of the State of Florida, except as to Florida estate taxes imposed by Chapter 198, Florida Statutes, as amended and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. See "TAX EXEMPTION" herein for further information.

\$16,810,000
 INDIAN RIVER COUNTY, FLORIDA
 Revenue Bonds
 (Spring Training Facility)
 Series 2001

Dated: August 1, 2001


Due: April 1, as shown below

Indian River County, Florida (the "County") is issuing its Revenue Bonds (Spring Training Facility), Series 2001 (the "Series 2001 Bonds"), in fully registered form in denominations of \$5,000 principal amount or any integral multiples thereof. Interest on the Series 2001 Bonds is payable on April 1, 2002 and semiannually thereafter on each April 1 and October 1, by check or draft of First Union National Bank, Miami, Florida, the Bond Registrar and Paying Agent, made out and mailed to each registered owner thereof at the address as it appears on the registration books kept by the Bond Registrar on the 15th day of the month preceding the applicable interest payment date. Principal of the Series 2001 Bonds and any redemption premium will be payable upon presentation and surrender of the Series 2001 Bonds, when due, at the principal corporate trust office of the Paying Agent. The Series 2001 Bonds are subject to optional and mandatory redemption prior to maturity, as provided herein.

The Series 2001 Bonds are being issued by the County to provide funds, together with other available funds, to (i) finance a portion of the cost of the acquisition, construction, rehabilitation and equipping of a spring training facility known as "DodgerTown"; (ii) pay a premium for a municipal bond insurance policy and a debt service reserve account surety bond, and (iii) pay certain costs and expenses incurred in connection with the issuance of the Series 2001 Bonds, all as more particularly described herein.

The Series 2001 Bonds are special, limited obligations of the County, payable solely from and secured by a lien upon and pledge of the Pledged Revenues, in the manner provided in the Resolution. The Series 2001 Bonds do not constitute a general indebtedness of the County within the meaning of any constitutional, statutory or charter provision or limitation, and no Bondholder shall ever have the right to require or compel the exercise of the ad valorem taxing power of the County or taxation of any real or personal property therein for the payment of the principal of and interest on the Series 2001 Bonds or the making of any Debt Service Fund, reserve or other payments provided for in the Resolution.

Payment of the principal of and interest on the Series 2001 Bonds, when due, will be insured by a Municipal Bond New Issue Insurance Policy to be issued by Financial Guaranty Insurance Company simultaneously with the delivery of the Series 2001 Bonds. For a discussion of the terms and provisions of such policy, including the limitations thereof, see "MUNICIPAL BOND INSURANCE" herein.

 Financial Guaranty Insurance
 Company

FGIC is a registered service mark used by Financial Guaranty Insurance Company, a private company not affiliated with any U.S. Government agency.


MATURITIES, AMOUNTS, INTEREST RATES AND YIELDS
 Social Bonds

Maturity	Amount	Interest Rate	Yield	Maturity	Amount	Interest Rate	Yield
April 1, 2002	\$360,000	3.50%	2.65%	2008	\$545,000	3.80%	3.88%
2003	460,000	3.50	3.00	2009	560,000	4.00	4.02
2004	475,000	3.50	3.13	2010	585,000	4.00	4.14
2005	490,000	3.30	3.33	2011	605,000	4.20	4.24
2006	505,000	3.40	3.51	2012	630,000	4.30	4.37
2007	520,000	3.60	3.70	2013	655,000	4.40	4.48

\$1,410,000 5.25% Term Bonds Due April 1, 2015 Yield: 4.65%
 \$1,555,000 5.25% Term Bonds Due April 1, 2017 Yield: 4.80%
 \$3,640,000 5.25% Term Bonds Due April 1, 2021 Yield: 4.95%
 \$2,085,000 5.00% Term Bonds Due April 1, 2027 Yield: 5.09%
 \$1,730,000 5.00% Term Bonds Due April 1, 2031 Yield: 5.12%

This cover contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2001 Bonds are offered when, as and if issued and received by the Underwriters, subject to the approval of legality by Bryan, Miller and Olive, P.A., Tallahassee, Florida, Bond Counsel to the County. Certain legal matters will be passed upon for the County by Paul G. Bangel, Esquire, County Attorney, and by its Disclosure Counsel, Nabors, Giblin & Nickerson, P.A., Tampa, Florida. It is expected that the Series 2001 Bonds will be available for delivery in New York, New York, in definitive form on or about August 29, 2001.

 WILLIAM R. HOUGH & CO.

Hanifen, Imhoff
 Division of Stifel, Nicolaus
 & Company, Incorporated

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding, dated as of July 24, 2000, shall be effective as of the last signature date hereof, by and among Indian River County, Florida, a political subdivision of the State of Florida (the "County"), the City of Vero Beach, Florida, a municipal corporation (the "City"), Los Angeles Dodgers, Inc., a Delaware corporation, and Fox Baseball Holdings Incorporated, a Delaware corporation, the owner of record of the Land (collectively, the "Dodgers") and de Guardiola Development, Inc., a Florida corporation (the "Developer").

WITNESSETH

WHEREAS, Dodgers own and control the land consisting of approximately 64.03 acres described in Exhibit "A" hereto (the "Land"); and

WHEREAS, for over fifty years, the Dodgers have owned and operated the spring training and conference facility known as "Dodgertown," which is located on the Land and is comprised of Holman Stadium, an eighty-nine (89) unit hotel facility, a conference center with meeting and dining rooms, a clubhouse and weight room, in-door batting and pitching cages, four (4) full baseball practice fields, and two (2) half baseball practice fields (collectively, the "Existing Facilities"); and

WHEREAS, the Dodgers desire to sell the Land and Existing Facilities to the County, and, in conjunction with the Developer, to develop other land owned by the Dodgers within the municipal limits of the City into a mixed use town concept which will reflect the ambiance and tradition of Dodgertown; and

WHEREAS, the County intends to finance its obligations under the Real Estate Contract (as defined in Section 1(A), below) and the Development Agreement (as defined in Section 2(A), below), in part, by means of one or more series of revenue bonds to be issued by the County (the "Bonds"); and

WHEREAS, the parties now desire to identify the general terms and conditions pursuant to which they shall negotiate in good faith to draft and execute the various agreements whereby (1) the County shall acquire the Land and Existing Facilities from the Dodgers, (2) the County shall lease the acquired Land and Existing Facilities to the Dodgers, and (3) the Dodgers shall, on behalf of the County and at the County's cost and expense (as described in Section 3(B), below), improve and/or repair the Existing Facilities and/or replace the Existing Facilities with new improvements (the "Improvements").

NOW THEREFORE, the parties hereto agree as follows:

Section 1. Real Estate Contract

(A) The County and the Dodgers shall negotiate a Real Estate Sale and Purchase Agreement (the "Real Estate Contract") pursuant to which the County shall purchase the Land and all Existing Facilities, "as is," from the Dodgers for a purchase price of Ten Million Dollars (\$10,000,000), payable in full in cash at closing. The Real Estate Contract shall be a standard form agreement which shall include the usual and customary covenants employed in such types of commercial real estate transactions in Florida, with all of the customary costs and expenses to be prorated or shared, as the case may be, between the County and the Dodgers, except that the Dodgers, as seller, shall be solely responsible for any state and/or local taxes levied on the Land (regardless of when such taxes are payable) prior to the date that the County takes title to the Land.

(B) The County shall represent in the Real Estate Contract that it has not dealt, and shall not deal, with any broker, salesman, or finder in connection with the transactions contemplated herein, and that no sales commissions or finder's fees shall be due or payable by or from the County as a result of the transactions contemplated herein.

(C) The County shall be entitled to obtain and receive a physical and environmental survey of the Land and an owner's title insurance policy reflecting the acquisition of an unencumbered and marketable fee simple title to the Land, as well as other usual and customary land acquisition requirements generally applicable to such commercial real estate acquisitions. The means for determining "marketable title" to the Land shall be specified in the Real Estate Contract.

(D) The Real Estate Contract shall provide that if the County elects to sell the Land any time during the "Term" of the Facility Lease Agreement (as defined in Section 2(A), below), the Dodgers shall have an option to reacquire the Land and all Existing Facilities and/or Improvements (hereinafter collectively referred to as the "Facility"), at the then fair market value for the Facility. The fair market value of the Facility shall be determined in the manner described in Section 2(E), below. The Real Estate Contract shall also grant the Dodgers an option to repurchase the Facility, at its then fair market value (such fair market value to be determined in the manner described in Section 2(E), below), at any time after the Bonds to be issued by the County have been retired, provided that the Dodgers are still the lessee under the Facility Lease Agreement. The options to be granted to Dodgers hereunder shall be written into the deed for the Facility.

Section 2. Facility Lease Agreement

(A) The Dodgers and the County shall negotiate in good faith to enter into a Facility Lease Agreement (the "Facility Lease Agreement") pursuant to which the Dodgers shall lease the Facility from the County for a period of twenty (20) years (the "Initial Term"), plus a series of options, which may be exercised by the Dodgers at their sole discretion, for not less than four (4) renewal terms of five (5) years each (the "Renewal Terms"). For purposes of this Agreement, "Term" shall mean the Initial Term and any

Renewal Terms. As indicated herein, all of the agreements contemplated by this Memorandum of Understanding, including the Facility Lease Agreement, are and shall be made subject to and expressly contingent upon the acquisition of the Land and Existing Facilities by the County, the funding by the County and City of the "Construction Fund" and the "Capital Reserve Account" (as both terms are defined in Section 3(B), below), the acquisition by the Developer of the "Adjacent Land" (as defined in Section 4(A), below), the obtaining by the Developer of site plan approval for the "Collateral Development" (as defined in Section 4(A), below), the obtaining by the Dodgers' of site plan approval for the Improvements (as defined in Section 3(B) below), and the execution by the parties of all other agreements contemplated by this Memorandum of Understanding.

(B) The Facility Lease Agreement shall provide for an annual rental payment during the Initial Term of One Dollar and No/100 (\$1.00) per year, payable in advance at the time of execution. The annual rental payment during any Renewal Term shall also be One Dollar and No/100 (\$1.00) per year, payable in advance at the time that the option is exercised by the Dodgers.

(C) Under the Facility Lease Agreement, the Dodgers, as lessee, shall assume all obligations for the operation and maintenance of the Facility without claim for offset or reimbursement from the County. The Dodgers shall be solely responsible for maintaining the Facility in a commercially reasonable manner and for insuring the Facility in an amount equal to the replacement cost of all Existing Facilities and/or Improvements against customary casualty and general liability losses at commercially reasonable rates and will name the County and the City as additional insureds thereunder. Because the Dodgers will be operating the Facility under the Facility Lease Agreement, the Dodgers shall indemnify and hold the County and the City harmless from any and all claims and liabilities that may arise as a result of the Dodger's use or operation of the Facility. All operational expenses of the Facility, personal property taxes, and ongoing repairs and replacements of property forming any portion of the Facility, shall be the sole obligation of the Dodgers, except for the payment of any ad valorem real property taxes that may become due on the Land. Under the Facility Lease Agreement, the County shall assume the obligation to pay any and all ad valorem real property taxes that may become due after the date that the County acquires the Land. However, the Dodgers shall be responsible for the payment of all liens, assessments, taxes, or other encumbrances whatsoever resulting from the Dodgers' prior ownership of the Land.

(D) Neither party shall have the right to assign the Facility Lease Agreement to a third party during the Term without the other party's prior written consent, which consent may be granted or denied by the other party at its sole and absolute discretion. Notwithstanding the foregoing, the County acknowledges and agrees that the Dodgers shall have the right, at their sole discretion, to sublease to the Developer and/or to any third party, at any time during the Term, for any type or amount of consideration deemed appropriate by the Dodgers any residential units, office space, and/or conference facilities located within the Facility and to retain any and all revenues or consideration derived therefrom.

(E) If the Facility Lease Agreement is terminated by the Dodgers without the County's consent before the expiration of the Initial Term, the Dodgers shall pay the County, as liquidated damages, the then

remaining amount required by the County to defease or retire the Bonds it issued to acquire the Land and Existing Facilities and to finance the Improvements. The aforementioned payment of liquidated damages shall be the County's sole remedy under the Facility Lease Agreement. In conjunction with the payment of such liquidated damages, the Dodgers shall have the option to repurchase the Facility (i.e., the Land and all Existing Facilities and Improvements) at a price equal to the Facility's then fair market value, less the amount of any liquidated damages paid by the Dodgers to the County hereunder. The fair market value of the Facility shall be established by an independent appraiser to be selected by two appraisers, one of whom shall be designated by the Dodgers and the other by the County. The independent appraiser shall appraise the fair market value of the Facility by using the highest and best use method. For purposes of the Facility Lease Agreement, the cessation of use of the Facility as a spring training facility by the Dodgers shall be what constitutes a termination of the Facility Lease Agreement.

Section 3. Development Agreement

(A) The Dodgers and the County shall negotiate in good faith to enter into a "Development Agreement" pursuant to which the Dodgers shall undertake responsibility for the construction of the Improvements generally described in Exhibit "B" hereto, which Improvements shall be definitively described in the Development Agreement. The County acknowledges and agrees that a portion of the Existing Facilities may be demolished in order to construct the Improvements, which may include new housing units.

(B) On or before March 30, 2001 (or such later date as may be acceptable to the Dodgers), the County shall deposit not less than Seven Million Dollars (\$7,000,000) into a "Construction Fund" which shall be made available to the Dodgers to pay for the Improvements in accordance with the terms of the Development Agreement. The funds for the Construction Fund shall be obtained by the County from the Bonds that it intends to issue in connection with this project. At the same time, the County shall also deposit up to Two Million Dollars (\$2,000,000) into a "Capital Reserve Account" which shall be made available to and administered by the Dodgers to pay for the subsequent repair and/or replacement of any Improvements. The Dodgers shall be solely responsible for any and all costs and expenses associated with the Improvements and any future improvements voluntarily undertaken by the Dodgers which exceed the combined amount in the Construction Fund and the Capital Reserve Account; provided, however, that if, during the course of the site plan approval and permitting process, the Dodgers are required to change and/or add to the Improvements and, as a result of any such changes and/or additions, the amount of the cost and expenses associated with the Improvements increases to more than three (3%) of the combined amount in the Construction Fund and the Capital Reserve Account, then the Dodgers shall have up to and including sixty (60) days (or such later date as may be acceptable to the County and the Dodgers) after the County obtains certification from the State of Florida Office of Tourism, Trade and Economic Development (the "Office of Tourism") that the Land and Existing Facilities constitute a "facility for a retained spring training franchise" as described in Section 288.1162, Florida Statutes, to terminate the Development Agreement and all of the parties shall immediately be relieved of their obligations under this Memorandum of Understanding, the "Project Agreements" (as defined in Section 8(E), below), and/or any subsequent agreements executed in accordance with this Memorandum of Understanding.

(C) The Construction Fund shall be maintained and administered by the County and the Capital Reserve Account shall be maintained and administered by the Dodgers. Withdrawals from the Construction Fund and the Capital Reserve Account shall be made by the Dodgers by means of requisitions which shall be submitted to the County for its reasonable approval. All requisitions submitted by the Dodgers for purposes of paying any costs and/or expenses associated with the Improvements and due to third parties shall be deemed reasonable and shall be approved by the County. Both accounts shall be established as trust accounts with a bank or trust company with offices located in Florida. All investment earnings up to the Bond yield attributable to the Construction Fund and all investment earnings attributable to the Capital Reserve Account shall be redeposited into such accounts and made available to the Dodgers as if such earnings had been part of the initial deposit. Both the Dodgers and the County shall receive monthly statements for each account. Capital repairs and replacements to the Facility shall be deemed to be reasonable expenditures to be paid from the Capital Reserve Account.

(D) In the event that the Improvements are completed under budget and any funds provided by the County (exclusive of the funds in the Capital Reserve Account) remain in the Construction Fund, then the Dodgers shall, at their sole discretion, either (1) undertake to make additional Improvements with the excess funds or (2) following input from the County, relinquish the use of the excess funds, in which case a portion of the Bonds will be redeemed with such excess funds. The Development Agreement shall establish the procedure for using any excess funds.

(E) All Improvements shall inure to the benefit of the County as the holder of title to the Land, and ownership thereof shall vest with the County as soon as construction is completed. The Dodgers shall retain sole right of possession and quiet enjoyment of the Facility throughout the Term.

Section 4. Collateral Development.

(A) All of the parties hereto acknowledge and agree that the acquisition of the Land by the County and the development thereof by the County, the City, and the Dodgers is contingent upon the Developer's (1) entering into a contract to purchase from the Dodgers the existing approximately 44.7 acre golf course immediately adjacent to the western boundary of the Land and the approximately 17.14 acres of land adjacent to the northern boundary of the Land, each as more particularly described in Exhibit "C" hereto (collectively, the "Adjacent Land"), and (2) to obtaining site plan approval for the construction, on the Adjacent Land of a hotel and conference facility, a multifamily residential rental development, and retail, restaurant and entertainment centers (collectively, the "Collateral Development"). Therefore, if, for any reason, the Developer fails or is unable to acquire the Adjacent Land and/or to obtain the site plan approval for the Collateral Development, then all of the parties shall immediately be relieved of their obligations under this Memorandum of Understanding, the "Project Agreements" (as defined in Section 8(E), below), and/or any subsequent agreements executed in accordance with this Memorandum of Understanding.

(B) The Collateral Development shall be designed, constructed, operated, and maintained by the Developer and/or its assignees, and shall encompass a mixed-use town concept or "mini-town" which

shall be constructed in three (3) phases. Phase I shall consist of an approximately 120 room hotel and up to a 40,000 square foot conference facility. Phase II shall consist of approximately 250 multifamily market rate rental units, and Phase III shall consist of retail, restaurant, and entertainment facilities which will convert the remaining Adjacent Land into a fully functioning "mini-town". The Developer anticipates that Phase I and Phase II will commence immediately upon the acquisition of the Adjacent Land by the Developer, but the commencement of construction shall be contingent upon the County's actual issuance of the Bonds and its acquisition of the Land. The Developer anticipates that Phase I will take approximately twelve (12) months to complete from the date that building permits are issued.

(C) Based upon the Developer's preliminary discussions with planning and zoning representatives of the City, it is anticipated that the scope of the Collateral Development will be approved and building permits issued under existing City zoning and comprehensive plan categories for the Adjacent Land. If, however, it is determined that the scope of the Collateral Development will require zoning or other land use changes, and such changes cannot be accomplished within sixty (60) days (or such later date as may be acceptable to the County and the Dodgers) after the County obtains certification from the Office of Tourism that the Land and Existing Facilities constitute a "facility for a retained spring training franchise" as described in Section 288.1162, Florida Statutes, then all of the parties shall immediately be relieved of their obligations under this Memorandum of Understanding, the "Project Agreements" (as defined in Section 8(E), below), and/or any subsequent agreements executed in accordance with this Memorandum of Understanding.

(D) The Developer shall incorporate the ambiance and tradition of Dodgertown, including, without limitation, the Dodgers' name, trademarks, service marks, trade names, insignia, symbols, logos, decorative designs, trade dress, and uniform designs (collectively, the "Dodgers Marks"), into the design of the Collateral Development, the objective of the parties being to integrate the Facility with the Collateral Development so as to create a uniform look and feel for both. The Dodgers shall have the right to review and approve, at their sole discretion, each and every use of the Dodgers' Marks by the Developer. As part of the separate agreements to be negotiated and executed between the Dodgers and the Developer, there shall be (1) a Declaration of Covenants, Conditions and Restrictions burdening the Adjacent Land and the Developer's use thereof, and (2) a licensing agreement covering the Developer's use of the Dodgers' Marks, which rights shall be granted to the Developer for not more than One Dollar (\$1.00) per year.

Section 5. Parking Agreement

In order to provide sufficient parking for all events at Holman Stadium and, in general, for the Dodgers' use of the Facility, the City, the County, the Dodgers, and the Developer shall enter into a four-way Parking Easement Agreement (the "Parking Agreement") pursuant to which the parties shall grant each other the use of certain parking spaces on the Land and the Adjacent Land. The Parking Agreement shall be supported by cross easements between the parties on their respective properties. The Parking Agreement shall regulate the charges for all parking, and all revenues derived from parking in connection

with events at Holman Stadium shall be retained solely by the Dodgers after reimbursing the Developer for any costs and expenses incurred by the Developer in connection with such parking.

Section 6. Operation of the Facility; the County's Use of Holman Stadium

(A) As lessee of the Facility under Facility Lease Agreement, the Dodgers shall be solely responsible for operating and maintaining the Facility and shall retain all revenues derived from the use of the Facility, including, without limitation, all revenues derived from ticket sales, food and merchandise concessions, sponsorships, and parking on the Land.

(B) Notwithstanding the foregoing, the County shall be granted the right to use Holman Stadium and/or the practice fields for up to twenty (20) days per year at no charge to the County (other than reimbursing the Dodgers for any operating expenses incurred by the Dodgers as a result of the County's use of Holman Stadium and/or and the practice fields). The dates during which the County may use Holman Stadium and/or and the practice fields shall be selected by mutual agreement of the parties; provided that, if the parties cannot agree on the dates, the Dodgers' reasonable selection of dates shall be final and controlling. The County may use Holman Stadium and/or and the practice fields only for functions which do not compete with revenue-generating events (e.g., concerts) which may otherwise be arranged by the Dodgers. Moreover, the County's use of Holman Stadium and/or the practice fields must not interfere in any way with the Dodgers' use and quiet enjoyment of the Facility. The County shall not use or authorize the use of Holman Stadium and/or the practice fields in any manner which would have a material detrimental impact on Holman Stadium and/or the practice fields, and the County shall be and remain solely responsible for any damage or destruction to Holman Stadium and/or any of the practice fields that may occur as a result of such use of Holman Stadium and/or and the practice fields by the County. The County shall be entitled to retain the revenues from ticket sales for its events, and, with the prior consent of the Dodgers, concessions sold during the events when Holman Stadium and/or the practice fields are utilized by the County; provided, however, that the Dodgers shall not be required to provide concession services and/or the use of any concession facilities and/or any other services during any County event. In all cases, the Dodgers shall be reimbursed by the County for any operating costs and expenses incurred by the Dodgers as a result of the County's use of Holman Stadium and/or the practice fields, including, without limitation, the cost of any parking attendants, ticket takers, security personnel, clean-up crews, and the like provided by the Dodgers.

Section 7. Zoning and Permitting

It shall be the sole obligation of the Dodgers and the Developer to obtain any permits and/or zoning changes which may be required to construct the Improvements and the Collateral Development. The County, acting solely in its capacity as the fee owner of the Land, shall cooperate with the Dodgers and the Developer, as may be reasonably required, to enable the Dodgers and the Developer to obtain any permits and/or zoning changes for the Improvements, including, without limitation, by joining in any applications for such permits and/or zoning changes.

Section 8. Actions Required by Each Party

(A) Actions Required of the City: Immediately upon the approval of this Memorandum of Understanding by the City Council, the City shall commence good faith negotiations with the various parties to draft and, when appropriate, execute the agreements which pertain to its participation in the transactions contemplated by this Memorandum of Understanding. The City shall also commence to take the necessary steps to fund a grant to the County in the amount of One Million Four Hundred Thousand Dollars (\$1,400,000), which amount shall constitute a portion of the County's local matching funds as required by Section 288.1162, Florida Statutes. At the option of the City, such grant may be made contingent upon the County obtaining a certification from the Office of Tourism that the Land and Existing Facilities constitute a "facility for a retained spring training franchise" as described in Section 288.1162, Florida Statutes. The terms of the City's grant to the County shall be set forth in an Interlocal Agreement between the City and the County as provided for in Chapter 163, Florida Statutes, which Interlocal Agreement shall reflect the relative contributions of the City and the County, and shall provide that upon any sale of the property acquired by the County pursuant hereto the City shall receive a proportionate share of the proceeds of sale. The Interlocal Agreement shall also contain a provision requiring repayment to the City of its \$1,400,000 should it perform its obligations hereunder, and subsequently either: (1) the transactions contemplated hereby not be consummated, or (2) the transactions be consummated yet fail and the parties be "relieved of their obligations" as provided elsewhere herein.

(B) Actions Required of the County: Immediately following the approval of this Memorandum of Understanding by the Board of County Commissioners (the "Board"), the County shall commence good faith negotiations with the various parties to draft and, when appropriate, execute the agreements which pertain to its participation in the transactions contemplated by this Memorandum of Understanding. The County shall also commence to take the necessary steps to extend the County's levy of the Tourist Development Tax authorized by Section 125.0104, Florida Statutes, so that a Tourist Development Tax in the authorized amount of four (4) cents shall be imposed for a period of not less than twenty (20) years. In addition, the County shall approve the Interlocal Agreement with the City regarding the City's grant of funds to the County as a portion of the County's local matching funds. As part of these steps, the County shall identify sufficient revenue sources, including, for this purpose, funds anticipated to be received by the County under Section 288.1162, Florida Statutes, to enable the County to issue revenue bonds providing net bond proceeds (i.e., bond proceeds less costs of the transaction and bond reserve funds) of not less than \$19,000,000, of which \$10,000,000 shall be used to fund the purchase price of the Land and \$7,000,000 shall be used to fund the Construction Fund for the Improvements, and currently available non-bond proceeds in an amount of up to \$2,000,000 to fund the Capital Reserve Account. Upon completion of these steps, and the execution by the County of the Real Estate Contract, Facility Lease Agreement, Development Agreement, and Parking Agreement, the County shall complete and file the Application required by Section 288.1162, Florida Statutes, prior to October 1, 2000 (or such later date as may be set forth in any rules or regulation adopted by the Florida Office of Tourism), in an effort to obtain a certification that the Facility is a "facility for a retained spring training franchise".

(C) Actions Required of the Dodgers: Immediately following the approval and execution of this Memorandum of Understanding by the City Council, the Board, and the Developer, the Dodgers shall undertake to complete their negotiations with the Developer to enter into the agreements pursuant to which the Developer shall purchase the Adjacent Lands and construct the Collateral Development. The County hereby acknowledges that the Dodgers have provided it with historical evidence that Holman Stadium has attracted paid attendance of at least 50,000 annually for the prior ten years, and will thereafter assist the County in obtaining verification of any projections of future attendance reasonably requested by the Florida Office of Tourism. In addition, the Dodgers will deliver to the County such items as the County shall need in order to timely complete and submit the Application required by Section 288.1162, Florida Statutes on or before October 1, 2000 (or such later date as may be set forth in any rules or regulation adopted by the Florida Office of Tourism), including, without limitation, a description of the Improvements with the required amount of detail to support the Application. The Dodgers covenant and agree to actively cooperate and participate with the County in making a successful and timely Application as required by Section 288.1162, Florida Statutes.

(D) Actions Required of the Developer: Immediately following the approval and execution of this Memorandum of Understanding by the City Council, the Board, and the Dodgers, the Developer shall undertake to complete its negotiations with the Dodgers to enter into the agreements pursuant to which the Developer shall acquire the Adjacent Land and construct the Collateral Development. The aforementioned agreements between the Dodgers and the Developer shall be executed and made effective as of the date that both of the following conditions are satisfied: (1) the Florida Office of Tourism certifies that the Facility is a "facility for a retained spring training franchise," and (2) the scope of the Collateral Development has been approved under existing City zoning and comprehensive plan categories for the Adjacent Land.

(E) Actions Required by All Parties: Immediately following the approval and execution of this Memorandum of Understanding by all of the parties hereto, each party shall commence to negotiate in good faith to draft and, when appropriate, execute the Real Estate Contract, the Facility Lease Agreement, the Development Agreement, the Parking Agreement and the agreements between the Dodgers and the Developer (collectively, the "Project Agreements"). The parties shall also cooperate and make their best efforts to obtain the necessary approvals and permits for the Improvements and the Collateral Development. The parties acknowledge and agree that each and every one of the Project Agreements, and any subsequently identified agreements required by any of the Project Agreements, must be drafted and executed by all parties by not later than September 1, 2000. The parties further acknowledge and agree that all of the Project Agreements shall be made contingent upon the County receiving certification from the Florida Office of Tourism that the Land and Existing Facilities constitute a "facility for a retained spring training franchise." Accordingly, upon the completion and execution of the Project Agreements, the City, the Dodgers, and the Developer shall cooperate with and assist the County in preparing and submitting the Application to the Office of Tourism for the required certification.

Section 9. Contingencies.

(A) The parties hereto agree that upon execution of this Memorandum of Understanding, all parties shall be bound to proceed in a good faith manner to negotiate the Project Agreements and complete the transactions contemplated by this Memorandum of Understanding. However, the parties recognize that various steps must be taken by each of the parties which, if not taken, shall prevent the other parties from taking the actions required of them herein. As a result, the parties hereto agree that the failure of a party to perform the obligations specified below shall relieve the other parties from their obligations under this Memorandum of Understanding. The City's obligations hereunder shall be to take the actions described in Section 8(A) and (E), above; the County's obligations hereunder shall be to take the actions described in Sections 8(B) and (E), above; the Dodgers' obligations hereunder shall be to take the actions described in Sections 8(C) and 8(E), above, and the Developer's obligations hereunder shall be to take the actions described in Sections 8(D) and 8(E), above.

(B) The parties acknowledge that the Application to the Office of Tourism for the sales tax revenues must be filed on or before October 1, 2000. If, prior to October 1, 2000, the County fails to extend its tourist development sales tax or otherwise fails to take the actions described in Section 8(B) above, and/or if the City fails to take the actions described in Section 8(A) above, the obligations of all parties hereto shall immediately terminate. If, as expected, the Land and Existing Facilities are certified as a "facility for a retained spring training franchise" on or before January 1, 2001, and the Developer has received site plan approval by February 1, 2001, the County shall issue its Bonds and acquire the Land prior to March 31, 2001 (or such later date as may be mutually acceptable to the Dodgers and the County). Immediately thereafter, but subject to the issuance of the necessary building permits, the Dodgers shall commence construction of the Improvements, with the objective being to complete construction of the Improvements and have them ready for use by not later than February 15, 2002, or such later date as may be determined by the Dodgers.

(C) If the Dodgers fail to take the actions required of them by Sections 8(C) and 8(E), above, or if the Developer fails to take the actions required of it by Sections 8(D) and 8(E), above, and if, as a result of the foregoing, the parties are relieved of their obligations under this Memorandum of Understanding, then whichever party fails to take the actions required of it hereunder shall reimburse the County for all actual and verifiable costs incurred by the County in connection with this project after the date of execution of this Memorandum of Understanding, including, without limitation, the cost, if any, of appraisals, land surveys, environmental assessments, title searches and reasonable legal fees and expenses of outside counsel, but only up to a maximum reimbursement amount of Fifty Thousand Dollars (\$50,000). The foregoing shall be the sole legal remedy available to the County and the City in the event of a breach by the Dodgers and/or the Developer of this Memorandum of Understanding, and neither the Dodgers nor the Developer shall be liable, at law or in equity, for any other losses or damages, whether known or unforeseen, sustained by the County and/or the City, and/or any consequential damages, or punitive or exemplary damages.

(D) The parties acknowledge and agree that the Real Estate Contract shall be made contingent upon a determination that Holman Stadium is in compliance with the accessibility guidelines which will be

imposed by the Americans with Disabilities Act on the County as the owner of Holman Stadium. The aforementioned determination shall be made by the County by not later than December 31, 2000.

Section 10. Drafting of Agreements

Immediately following the approval and execution of this Memorandum of Understanding by the City Council, the Board, the Dodgers, and the Developer, counsel for the County, with the assistance of counsel for the Dodgers and the Developer, shall commence to draft the Real Estate Contract, the Facility Lease Agreement, the Interlocal Agreement, the Development Agreement, and the Parking Agreement described herein and such other additional documents as may be necessary to consummate the transactions contemplated hereby, subject to the provisions of Section 9 hereof.

Section 11. Notices. Whenever a party hereto is to give notice to another party hereunder, such notices shall be addressed as follows:

If to the City: City of Vero Beach
 1053 20th Place
 Vero Beach, Florida 32961-1389
 Attention: City Manager
 Phone: (561) 978-4710
 Facsimile: (561) 778-3856

If to the County: Indian River County
 1840 25th Street
 Vero Beach, Florida 32960
 Attention: County Administrator
 Phone: (561) 567-8000, Ext. 1408
 Facsimile: (561) 978-1822

If to the Dodgers: Los Angeles Dodgers, Inc.
 1000 Elysian Park Avenue
 Los Angeles, California 90012
 Attention: Santiago Fernandez, Esq.
 Senior Vice President & General Counsel
 Phone: (323) 224-1312
 Facsimile: (323) 224-1595

If to the Developer: de Guardiola Development, Inc.
222 Lakeview Avenue
17th Floor
West Palm Beach, Florida 33401
Attention: George de Guardiola
Phone: (561) 655-1838
Facsimile: (561) 655-5979

Section 12. Effect of this Memorandum of Understanding

It is recognized by all parties that material terms and conditions remain to be negotiated and agreed upon by the parties prior to the execution and delivery of the final Project Agreements. This Memorandum of Understanding contains recitals of the initial discussions and agreements setting forth the intent of the parties hereto. The terms and conditions of this Memorandum of Understanding are subject to the final terms and conditions set forth in any written contract evidencing the transactions contemplated herein. Any breach of the terms of this Memorandum of Understanding shall be subject to the provisions of Section 9 hereof, and no party hereto shall have any claim on any other party hereto other than as set forth in Section 9 hereof.

[Seal]

Date: 07-27-2000

Attest:

Patricia M. Reddy
DEPUTY CLERK FOR

[Seal]

J.K. BARTON
CLERK CIRCUIT COURT

Date: 7-28-00

Attest:

Jimmy K. Wood

[Seal]

Date: 8/1/2000

Attest:

Craig Calla

[Seal]

Date: 8/3/00

Attest:

[Seal]

Date: 8/9/00

Attest:

Ray Sando

INDIAN RIVER COUNTY, FLORIDA

By: Stan B Adams
Its: Chairman

CITY OF VERO BEACH, FLORIDA

By: Judith L. Bowden
Its: _____

LOS ANGELES DODGERS, INC.

By: _____
Its: Senior Vice President
and General Counsel

FOX BASEBALL HOLDINGS
INCORPORATED

By: Greg E. Harlow
Its: Executive Vice President

de GUARDIOLA DEVELOPMENT, INC.

By: deGuardiola
Its: President

EXHIBIT B

8000-07-13

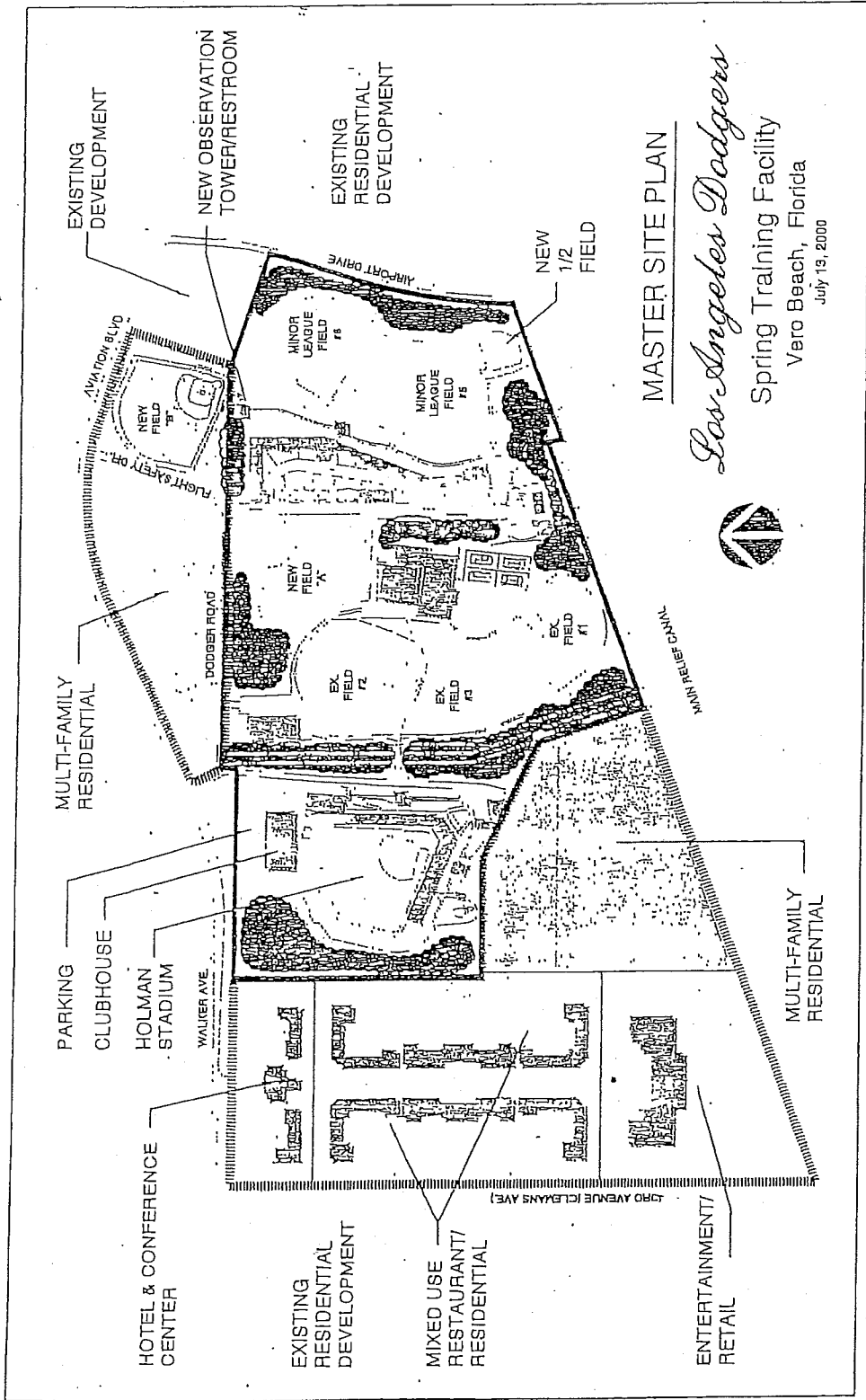
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Los Angeles Dodgers - Vero Beach, Florida
 Opinion of Probable Baseball Improvements Costs per
 deGuardiola Conceptual Master Plan - July 13, 2000
 Concept No. 2 (Revised)

	ITEM	QUANTITY	U.P.	AMOUNT
A.	<i>Minor League Operations</i>			
	Full Fields - sand based, irrigation, surface/sub-surface drainage	2	\$ 400,000	\$ 800,000
	Half Field - sand based, irrigation, surface/sub-surface drainage.	1	\$ 150,000	\$ 150,000
	New Outdoor Batting Cages	8	\$ 7,500	\$ 60,000
	Observation Tower / Restrooms	Lump Sum	n/a	\$ 150,000
	Existing Structure Modifications	Lump Sum	n/a	\$ 750,000
	General Sitework	Lump Sum	n/a	\$ 735,000
	**Subtotal A.			\$ 2,645,000
	** Excludes Land Acquisition Costs			
B.	<i>Major League Operations</i>			
	Full Fields (Existing) - Improvements' Budget	2	\$ 250,000	\$ 500,000
	Half Field (Existing) - Improvements' Budget	1	\$ 100,000	\$ 100,000
	Covered Batting Structure	Lump Sum	n/a	\$ 400,000
	General Sitework	Lump Sum	n/a	\$ 375,000
	Subtotal B.			\$ 1,375,000
C.	<i>Holman Field</i>			
	Replace Playing Field	Lump Sum	n/a	\$ 500,000
	General Sitework	Lump Sum	n/a	\$ 500,000
	Warning Track Drainage Improvements	Lump Sum	n/a	\$ 100,000
	Misc. Stadium Repairs <i>inc. Press Box Improvements</i>	Lump Sum	n/a	\$ 150,000
	Upgrade Existing Maintenance Building	Lump Sum	n/a	\$ 100,000
	Clubhouse Facility <i>(Assumes 20,000 SF @ \$100/SF)</i>	Lump Sum	n/a	\$ 2,000,000
	Subtotal C.			\$ 3,350,000
	Note: Equipment Replacement included in FF & E Contingency			
	**SUBTOTAL			\$ 7,370,000
	10% Soft Costs plus 10% Contingency			\$ 1,474,000
	**TOTAL			\$ 8,844,000

** Excludes Land Acquisition Costs



MASTER SITE PLAN

Los Angeles Dodgers

Spring Training Facility
Vero Beach, Florida
July 13, 2000



IN THE RECORDS OF
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA.

1296201

01 AUG 29 12:23

Prepared By:
Santiago Fernandez, Esq.
Senior Vice President & General Counsel
Los Angeles Dodgers, Inc.
1000 Elysian Park Avenue
Los Angeles, California 90012

Record and Return to:
Robert C. Reid, Esq.
Bryant, Miller & Olive, P.A.
201 South Monroe Street, Suite 500
Tallahassee, Florida 32301

COPY

FACILITY LEASE AGREEMENT

This FACILITY LEASE AGREEMENT ("Agreement") is made as of this 1st day of September, 2000, by and between Indian River County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and Los Angeles Dodgers, Inc., a Delaware corporation (hereinafter referred to as the "Dodgers").

COPY

RECITALS

A. WHEREAS, the Dodgers own and operate the Major League Baseball team known as the "Los Angeles Dodgers" (the "Team"); and

B. WHEREAS, since 1949, the Dodgers have conducted the Team's spring training operations and played their spring training home games at the facility located in Vero Beach, Florida, and known generally as "Dodgertown" (the "Facility"); and

C. WHEREAS, the County and the City of Vero Beach recognize that the benefits to the local community of having the Team conduct its spring training operations at the Facility are unique and diverse, and include, but are not limited to, entertainment for the community, the creation of new jobs and increased employment opportunities, increased tourist trade and promotional opportunities, direct and indirect tax revenues, and the enhancement of the community's image; and

D. WHEREAS, because of the aforementioned benefits to the community, the County purchased the Facility pursuant to the Agreement for Sale and Purchase dated September 1, 2000, between the Dodgers and the County, and will incur the debt service specified in this Agreement to fund the Improvements contemplated herein and in the Development Agreement, which Improvements are specifically designed to accommodate the Team's spring training needs; and

OR 1426P00567

E. WHEREAS, in recognition of the commitment made to the Team by the County and the City of Vero Beach, the Dodgers desire to continue to conduct the Team's spring training operations at the Facility during the Term of this Agreement and to operate, maintain, and manage the Facility in accordance with the terms hereof, and

F. WHEREAS, the County desires to retain the Team as the user of the Facility and to have the Dodgers manage the Facility under the terms and conditions specified herein

COVENANTS

NOW THEREFORE, in consideration of the foregoing Recitals (which are hereby incorporated into this Agreement) and the mutual promises and covenants set forth below, IT IS AGREED AS FOLLOWS:

ARTICLE I

DEFINITIONS/EXHIBITS

Section 1.01. Exhibits. By not later than the date of closing specified in the Escrow Agreement, true and correct copies of all of the exhibits referenced in this Agreement shall be initialed by the parties and attached to this Agreement, and such exhibits shall thereafter be incorporated into this Agreement by this reference.

Section 1.02 Definitions. The following terms shall have the following meanings:

(a) Agreement means this Facility Lease Agreement between the Dodgers and the County, and all of the attached exhibits.

(b) Bond Counsel means Bryant, Miller and Olive, P.A.

(c) Bond Resolution means that certain Bond Resolution or Resolutions to be adopted for the issuance of the Bonds or other obligations for the acquisition of the Land, or construction of the Improvements, or for any part thereof.

(d) Bonds means the Bonds to be issued pursuant to the Bond Resolution.

(e) Capital Reserve Account means the repair and replacement account as defined in Section 8.01, below.

(f) Capital Reserve Account Agent means the bank or trust company identified as such in the Capital Reserve Account Agreement.

OR 1426PG0568

(g) Capital Reserve Account Agreement means the Capital Reserve Account Agreement by and among the County, the Dodgers, and the Capital Reserve Account Agent, governing the maintenance of the Capital Reserve Account.

(h) Cessation of Use is defined in Section 10.04, below.

(i) City means the City of Vero Beach, Florida.

(j) City Funds means the One Million Four Hundred Thousand Dollars (\$1,400,000) to be provided by the City to the County pursuant to the Interlocal Agreement.

(k) County means Indian River County, Florida, a political subdivision of the State of Florida.

(l) County Funds means the funds to be provided to the Dodgers by the County pursuant to the Development Agreement.

(m) Development Agreement means the Development Agreement dated September 1, 2000, by and between the County and the Dodgers for the construction of the Improvements.

(n) Dodgers means Los Angeles Dodgers, Inc., a Delaware corporation.

(o) Effective Date means the date upon which this Agreement is released to the parties pursuant to the Escrow Agreement.

(p) Escrow Agent means the agent designated in the Escrow Agreement.

(q) Escrow Agreement means the Document Escrow Agreement dated September 1, 2000, between, among others, the parties hereto and which governs the Effective Date of this Agreement and the other Project Documents.

(r) Existing Facilities means the baseball spring training facilities located on the Land as they existed as of the Effective Date, including the spring training baseball stadium known as "Holman Stadium," the eighty-nine (89) unit hotel facility, the conference center with meeting and dining rooms, the clubhouse and weight room, indoor batting and pitching cages, four (4) baseball practice fields and two (2) half baseball practice fields.

(s) Facility means, collectively, the Land, the Existing Facilities, and, as the context warrants, the Improvements and any additional improvements hereafter constructed on the Land.

(t) FF&E means furniture, fixtures, and equipment.

(u) Holman Stadium means the baseball stadium improvements known as Holman Stadium which is a part of the Existing Facilities.

(v) Improvements means the improvements to be constructed on the Existing Facilities pursuant to the Development Agreement.

(w) Independent Appraiser is defined in Section 10.07(b), below.

(x) Initial Term is defined in Section 2.01, below.

(y) Land means the real estate upon which the Facility is located, as described in Exhibit A.

(z) Lease Year means a twelve month period commencing on May 1 of any calendar year of the Term hereof and ending on April 30 of the following calendar year, provided, however, that the First Lease Year shall commence as of the Effective Date and end on the first April 30th following the Effective Date.

(aa) Liquidated Damages is defined in Section 10.05.

(bb) Maintenance Standards means the standards of maintenance, repair, and operations maintained by managers of comparable spring training facilities in comparable markets in the State of Florida in accordance with reasonable commercial practices then in use. The County hereby acknowledges and agrees that the manner in which the Dodgers operated and maintained the Existing Facilities prior to the Effective Date of this Agreement was consistent with or exceeded the standards of maintenance, repair, and operations maintained by managers of comparable spring training facilities in comparable markets in the State of Florida.

(cc) Major League Baseball means the Office of the Commissioner of Baseball, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., Major League Baseball Properties Canada Inc, Baseball Television, Inc., and/or any of their respective present or future affiliates, assigns or successors.

(dd) Parking Agreement means the Parking Agreement dated September 1, 2000, by and between the Dodgers, the County, and de Guardia Development, Inc., which, *inter alia*, governs parking rights for the Facility in connection with the adjacent land.

(ee) Project Documents means this Agreement, the Development Agreement, the Parking Agreement, the Real Estate Contract, the Escrow Agreement, and the Capital Reserve Account Agreement.

OR 1426PG0570

(ff) Real Estate Contract means the Agreement for Sale and Purchase, dated as of September 1, 2000, which governs the sale of the Land and Existing Facilities by the Dodgers to the County.

(gg) Renewal Term is defined in Section 2.02, below.

(hh) Repairs or Replacements means repairs or replacements made to the fixtures, structures and/or improvements at the Facility after completion of the Improvements.

(ii) Retained Spring Training Franchise Facility is defined by Section 288.1162, Florida statutes, as a facility where a professional baseball team conducts its spring training operations and plays its spring training home games, that was based in the State prior to January 1, 2000, and is certified as such by the State of Florida Office of Tourism, Trade and Economic Development.

(jj) Spring Training Home Games means only the spring training exhibition games to be played by the Team at the Facility during spring training. Spring Training Home Games do not include any spring training exhibition games played by the Team at any venue other than the Facility, even if the Team is designated as the "home team" for purposes of playing the game (e.g., if the Team plays its last spring training games at Dodger Stadium, it may be the home team but such games will not constitute Spring Training Home Games for purposes hereof).

(kk) State Funds mean the funds to be obtained by the County pursuant to Sections 212.20 and 288.1163 for a Retained Spring Training Franchise Facility.

(ll) Team means the Major League baseball team owned by the Dodgers and known as the "Los Angeles Dodgers."

(mm) Term means the Initial Term and any Renewal Terms

ARTICLE II

TERM/OPTIONS TO RENEW/RENT

Section 2.01. Initial Term. The "Initial Term" of this Agreement shall commence on the Effective Date and shall expire on April 30, 2021, unless this Agreement is terminated earlier by the parties pursuant to the provisions hereof.

Section 2.02. Renewal Term. For purposes of this Agreement, a "Renewal Term" means a term of five (5) years commencing upon the expiration of the Initial Term or the immediately preceding Renewal Term, if any.

Section 2.03. Option to Renew. The Dodgers shall have four (4) successive options to renew this Agreement for a Renewal Term. The Dodgers shall exercise their right and option for each Renewal Term by serving written notice upon the County of their election to exercise each said option at least one (1) year before the expiration of the then-current Term. If the Dodgers fail to provide such notice within the aforementioned time, then the Dodgers' right and option to renew shall continue in full force until the County notifies the Dodgers that the renewal notice has not been received and the Dodgers fail to exercise their renewal rights within sixty (60) days after receipt of the County's notice, it being the intention of the parties that the Dodgers shall not lose any renewal right through inadvertence. Each Renewal Term shall be upon the same terms and conditions as the Initial Term.

Section 2.04. Rent. The Dodgers shall pay to the County the sum of One Dollar (\$1.00) per Lease Year as rent payable in advance.

Section 2.05. Option to Purchase. As provided in the deed to the County from the Dodgers for the Land and Existing Facilities, if, at any time during the Term, the County offers to sell the Facility, the Dodgers shall have a right of first refusal to purchase the Facility for the lowest purchase price which the County would accept from any third party. The County shall not sell the Facility to any third party during the Term until the Dodgers have been given written notice of the purchase price and an opportunity to purchase the Facility for such price. In addition, immediately following the date on which the Bonds have been paid and retired and continuing until the expiration or earlier termination of the Term, if the Dodgers are still in possession of the Facility, then the Dodgers shall have the option to purchase the Facility at the Facility's then fair market value, whether or not the County desires or has offered to sell the Facility to a third party. The then fair market value of the Facility shall be calculated in accordance with the provisions set forth in Section 10.07, below.

ARTICLE III

DODGERS' USE OF THE FACILITY

Section 3.01. Lease and Grant of Management Rights with Respect to the Facility. The County hereby leases to the Dodgers, and the Dodgers hereby lease from the County, the Facility. Except as otherwise provided in this Agreement, the Dodgers shall have the exclusive right to use, manage, and operate the Facility at their sole discretion in accordance with the terms and purposes of this Agreement. During the Term, the County shall not lease to or grant to any person other than the Dodgers, the right to use, manage, or operate the Facility, subject to the provisions of Section 6.04, below.

Section 3.02. The Dodgers Rights and Obligations. Except as specifically provided in this Agreement, the Dodgers shall be exclusively responsible for managing, operating and maintaining the Facility at their sole discretion and expense during the Term in accordance with the Maintenance Standards. The Dodgers shall not cause, permit, or suffer any waste or damage, disfigurement, or

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injury to the Facility or the fixtures or equipment thereon, with the exception of reasonable wear and tear, loss or damage by fire, natural catastrophe, or other casualty, or condemnation. Notwithstanding anything to the contrary contained in this Agreement, the Dodgers shall not be responsible for ad valorem real estate taxes, if any, assessed or collected with respect to the Facility. The County shall not remove any FF&E from the Facility and the Dodgers shall have the right, during the Term, to use all FF&E in place prior to or after the Effective Date. During the Term, the Dodgers shall have, but not be limited to, the following rights, responsibilities, and obligations in connection with the Facility.

(a) At their sole discretion, control the scheduling and use of the Facility as a publicly operated spring training facility for all baseball and non-baseball events;

(b) Perform all maintenance of the Facility, including by providing all of the labor and materials required to keep the Facility clean and free of debris and by repairing, maintaining, and replacing all components of the Facility consistent with the Maintenance Standards;

(c) Maintain the Facility, including, but not limited to, the parking lots at the Facility, the structural portions of the Facility, the foundation of the Facility, the exterior structural walls of the Facility, all electrical, plumbing, heating, ventilating, air-conditioning, mechanical and utility systems for the Facility or any portion thereof, including any portion located in the Facility, in good order, condition and repair, in a clean, sanitary, and safe condition, and in accordance with all applicable laws and regulations;

(d) Provide all security, crowd control, maintenance, cleaning, landscaping and other personnel or independent contractors required for the proper maintenance and operation of the Facility consistent with the Maintenance Standards;

(e) Obtain and maintain all commercial general liability insurance necessary or appropriate to insure the liability of the County, the City, and the Dodgers with respect to the Facility and property insurance. The insurance, as it protects the County's and the City's interest, shall be subject to the County's reasonable approval and shall cause the County and the City to be named as an additional insured on such policies. Further provisions concerning insurance are set forth in Section 14.05, below. A certificate of insurance evidencing proof of such insurance shall be provided to the County and the City annually starting on the beginning date of the Term and as further provided in Section 14.05, below;

(f) Set rates and charges for the use of the Facility by third parties;

(g) Advertise and promote all baseball and non-baseball events conducted at the Facility, such advertising and promotion to mention or identify the County and/or the City to the extent practicable (the Dodgers understand the importance of promoting the County and the City and their image and desire and agree to assist in such regard).

(h) Select and employ all concessionaires, licensees and other contractors with respect to the Facility, including, but not limited to, its parking lots, concession areas, and advertising space; and

(i) Enter into lawful contracts in the Dodgers' name relating to any and all of the foregoing upon terms and conditions which are consistent with the Maintenance Standards and the terms of this Agreement.

Section 3.03. Event Control. The Dodgers shall have the right, at their sole discretion, to cancel or postpone any event to be held at the Facility, including, but not limited to, any Spring Training Home Game.

Section 3.04. Books and Records. All books and records of the Facility specifically relating to the Dodgers' responsibilities hereunder, except as the same may be specifically excepted from public disclosure by any law, rule, regulation, or ordinance, shall be kept in accordance with generally accepted accounting principles and shall be subject to inspection by the County at the Facility during regular normal business upon two (2) days' prior written notice to the Dodgers. Books and records shall include, but not be limited to, all records of expenditures from the Capital Reserve Account.

ARTICLE IV

MAINTENANCE RESPONSIBILITIES

Section 4.01. Dodgers' Rights and Obligations. During the Term, the Dodgers shall be responsible for the repair, operation, and maintenance of the Facility, and shall have, but not be limited to, the rights, responsibilities and obligations specified in Sections 4.02 through 4.05, below.

Section 4.02. Maintenance. From the Capital Reserve Account and, upon depletion thereof, from their own funds, the Dodgers shall construct and pay for any repairs, replacement and improvements for the Facility as are required:

(a) To satisfy the Maintenance Standards;

(b) To comply with all applicable laws, ordinances and regulations, including, but not limited to the requirements of the Americans with Disabilities Act of 1990 ("ADA") and any amendments thereto, including Title II, Structural and Title III, Programmatic Accessibility Standards as well as any future additions; and

(c) To meet the standards and regulations of Major League Baseball

Section 4.03. Operation. The Dodgers shall provide and pay for, solely from funds of the Dodgers or the Capital Reserve Account, if appropriate, all costs and expenses required for the operation and maintenance of the Facility which are not, by the terms of this Agreement, specifically required to be provided and paid for by the County, including, but not limited to, all personnel (including supervisory staff), labor, equipment, telephone, water, sewer, storm water, and materials. Costs for which the Dodgers are responsible shall include, but not be limited to, taxes (except for ad valorem real property taxes, if any, imposed upon the County in connection with the Facility), gas, electricity and other utilities related to operation of the Facility, and production of all events taking place at the Facility.

Section 4.04. Taxes. The Dodgers shall pay all taxes associated with the operation of the Facility, including, but not limited to, sales taxes, except that the County shall pay that portion of the ad valorem real property taxes levied on the Land and all structures and improvements constituting the Facility.

Section 4.05. Liaison. The Dodgers shall name a person to be the liaison to work with the County with respect to coordinating the mutual responsibilities of the Dodgers and the County. The Dodgers hereby designate Mr. Craig Callan as the liaison unless and until a new person is designed in writing by the Dodgers.

Section 4.06. Limitations. The Dodgers' rights and obligations under this Agreement are subject to the following additional limitations:

(a) No contract entered into pursuant to this Agreement may impair any right of the County hereunder.

(b) The Dodgers shall not, without the County's consent, enter into any contract extending beyond the expiration date of the Term, as the Term is defined when any such contract is executed by the Dodgers.

(c) The Dodgers shall take no action which may result in the attachment of a lien or cloud on the County's interest in or title to the Facility. If, as a result of the Dodgers' actions, a lien or cloud is attached to the County's interest or title to the Facility, the Dodgers shall immediately take all reasonable and necessary steps to remove such lien or cloud.

(d) The Dodgers shall not knowingly occupy or use the Facility for any purpose or in any manner that is unlawful.

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(e) Except as such records relate to proprietary or confidential business functions of the Dodgers, the Dodgers shall maintain all records concerning their responsibilities under this Agreement which are either required to be maintained pursuant to applicable law or which are necessary to verify the County's rights and the Dodgers' obligations under this Agreement, which records shall be made available to the County at the Facility during regular business hours upon two (2) days' prior written notice from the County.

(f) Within the policies and standards set by the County pursuant to this Agreement, the Dodgers shall function as an independent contractor in fulfilling the duties required by this Agreement. All staff required by the Dodgers to accomplish their obligations under this Agreement shall be employees of the Dodgers and not the County.

(g) The Dodgers take the Facility "as is," both as of the Effective Date and upon completion of the Improvements, with no warranty from the County as to condition.

(h) The Dodgers shall provide, at their expense, all equipment necessary to perform their responsibilities hereunder.

(i) Except as may be provided in the Development Agreement or this Agreement, the Dodgers shall not undertake any capital improvements to the Facility without the permission of the County, which permission shall, when not otherwise governed by the aforementioned Agreements, not be unreasonably withheld.

(j) If the County reasonably believes that the Dodgers' failure to comply with any of their obligations under this Agreement involves a "life safety issue," as hereinafter defined, the County shall have an immediate right to correct the life safety issue and the reasonable costs and expenses incurred by the County in correcting the life safety issue shall be due and payable by the Dodgers to the County within thirty (30) days after the submission of a statement to the Dodgers for the payment of the same. If such amount is not paid when due, it shall bear interest at the prime rate published by the *Wall Street Journal* from time to time from the date that the Dodgers received the County's statement until the date payment was made. For purposes of this Agreement, a "life safety issue" shall mean a situation which imposes an immediate threat of bodily harm or death to any users or occupants of the Facility.

(k) Other than the Improvements, or except as authorized in this Agreement, the Dodgers shall not construct any additional buildings or structures on any portion of the Facility, or make any structural, or exterior changes to the Facility, without the prior written approval of the County, which approval shall not be unreasonably withheld. The Dodgers shall not make major alterations or modifications to the Facility without the prior written approval of the County, which approval shall not be unreasonably withheld. Notwithstanding

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the foregoing, the County acknowledges that the Dodgers may decide to augment or replace the existing eighty-nine (89) unit hotel facility and the conference center at the Facility with new housing units and an expanded meeting and dining center. Accordingly, the County hereby approves such renovation and construction, provided it is undertaken by the Dodgers in accordance with the terms of this Agreement and consistent with the Maintenance Standards. All such permanent improvements, alterations, or additions placed on the Facility by the Dodgers shall be conveyed by the Dodgers to the County by a quit-claim deed upon the completion of such improvements, alterations or additions.

(l) On or before the expiration date of this Agreement, or its earlier termination as provided herein, the Dodgers shall remove all of their personal goods and effects, repair any damage caused by such removal, and surrender and deliver the Facility in its "AS IS" condition. Any personal property or effects not removed within thirty (30) days after the expiration date of this Agreement or its earlier termination as provided herein shall be deemed to have been abandoned by the Dodgers, and may be retained or disposed of by the County, in its sole discretion, in accordance with applicable law.

(m) Upon the expiration or earlier termination of this Agreement, Dodgers shall return the Facility to the County free and clear of any contractual obligations or other legal encumbrances granted by the Dodgers, except utility easements and other encumbrances necessary for the maintenance and operation of the Facility.

(n) The Facility shall not be used for the manufacture or storage of flammable, explosive or Hazardous Materials (as defined below), except for Hazardous Materials typically found for use or sale in retail stores, including supermarkets and dry cleaning stores, and/or typically found for use in comparable spring training facilities. For purposes of this Agreement, "Hazardous Materials" shall mean any containment, chemical, waste, irritant petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, poly-chlorinated biphenyls, asbestos, hazardous toxic substance, material or waste of any kind, or any other substance that any environmental law regulates. "Hazardous Materials" shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; all applicable state and local laws; and in the regulations adopted and publications promulgated pursuant to said laws or any amendments or addenda thereto.

(o) If the Dodgers pay the rent and comply with all other terms of this Agreement, the Dodgers may occupy and enjoy the premises of the Facility for the Full Term and any renewals thereof, subject to the provisions of this Agreement.

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ARTICLE V

SPRING TRAINING HOME GAMES

Section 5.01. Spring Training Home Games. Except if the Dodgers are prevented from doing so by any of the events described in Article XV, below, or by a rule, regulation, directive, order, bulletin, or agreement of Major League Baseball, the Dodgers shall, each Lease Year during the Term, cause the Team to play at least ten (10) Spring Training Home Games at the Facility. Nothing contained in this Agreement shall restrict or prohibit the Dodgers from causing or allowing the Team to play spring training games in stadiums, venues, or facilities other than the Facility, or from playing the balance of the Team's annual spring training games away from the Facility after ten (10) Spring Training Home Games are scheduled to be played at the Facility during the applicable spring training period.

Section 5.02. Rules and Regulations. The Dodgers shall comply with all applicable laws, ordinances, rules and regulations, including, but not limited to, the rules, regulations, directives, orders, bulletins, or agreements of Major League Baseball.

ARTICLE VI

COUNTY'S USE OF THE FACILITY/PARKING AGREEMENT

Section 6.01. Right of Entry. During the Term, the County shall have the right to enter into and upon any and all parts of the Facility for the purpose of examining the same with respect to the obligations of the parties under this Agreement upon two (2) days' prior written notice to the Dodgers (or without prior notice in the event of a "life safety issue" as defined in Section 4.06(J), above, but with immediate notice thereafter).

Section 6.02. Advertising and Promotion. If, during the Term, the Dodgers have any unsold advertising display space (e.g., billboards, outfield signs, etc.) at the Facility, then, subject to the Dodgers' prior reasonable approval as to the content, design, frequency of display, and placement of any such advertisements or promotional materials, the County shall be permitted to have advertisements or other promotional materials and information for the County and/or the City displayed at the Facility in such unsold advertising display space. Nothing contained in this Agreement shall require the Dodgers to remove or substitute any paid advertisement or promotional materials displayed at the Facility in favor of the County's and/or the City's advertisements or promotional materials, and all revenue-producing advertisers obtained by the Dodgers shall have priority of use over such advertising display space. In addition, nothing contained in this Agreement shall require the Dodgers to create new advertising display space or to increase the amount advertising display space, nor shall the Dodgers be prohibited or restricted from decreasing the amount advertising display space at the Facility.

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Section 6.03. Right to Use the Facility. In addition to all of the rights specifically granted to the Dodgers in this Agreement, the Dodgers shall have the right to use the Facility in any manner and/or for any lawful purpose that the Dodgers deem appropriate in exercise of their sole and absolute discretion, subject to the terms of this Agreement.

~~Section 6.04. The County's Use of Holman Stadium and the Practice Fields.~~ The County shall have the right to use Holman Stadium and/or the practice fields for up to twenty (20) days per Lease Year at no charge to the County (other than reimbursing the Dodgers for any operating expenses incurred by the Dodgers as a result of the County's use of Holman Stadium and/or the practice fields). The dates during which the County may use Holman Stadium and/or the practice fields shall be selected by mutual agreement of the parties; provided that, if the parties cannot agree on the dates, the Dodgers' reasonable selection of dates shall be final and controlling. The County may use Holman Stadium and/or the practice fields only for functions which do not compete with revenue-generating events which may otherwise be arranged by the Dodgers. Moreover, the County's use of Holman Stadium and/or the practice fields must not interfere in any way with the Dodgers' use and quiet enjoyment of the Facility. The County shall not use or authorize the use of Holman Stadium and/or the practice fields in any manner which would have a material detrimental impact on Holman Stadium and/or the practice fields, and the County shall be and remain solely responsible for any damage or destruction to Holman Stadium and/or the practice fields by the County or its assignee. The County shall be entitled to retain the revenues from ticket sales for its events, and, with the prior consent of the Dodgers, concessions sold during the events when Holman Stadium and/or the practice fields are utilized by the County; provided, however, that the Dodgers shall not be required to provide concession services and/or any other services during any County event. In all cases, the Dodgers shall be reimbursed by the County for any operating costs and expenses incurred by the Dodgers as a result of the County's use of Holman Stadium and/or the practice fields, including, but not limited to, the cost of any parking attendants, ticket takers, security personnel, clean-up crews, and the like provided by the Dodgers. Prior to using Holman Stadium and/or the practice fields as provided herein, the County shall cause the Dodgers to be named as an additional insured on the County's general liability insurance policy and shall deliver to the Dodgers a certificate of insurance which verifies the existence of the policy and the fact that the Dodgers are named as an additional insured

Section 6.05. Parking. The parties hereby acknowledge and reaffirm the parking rights that they have granted pursuant to the Parking Agreement.

ARTICLE VII
REVENUES

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Section 7.01 Revenues. During the Term, the Dodgers shall control, collect, receive, and retain all revenues generated by any means at or in connection with the Facility, including, but not

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limited to, all revenues from ticket sales, food and beverage sales, merchandise sales, concessions and products sales, novelties, parking, telecast and broadcast rights, pouring rights, advertising, sponsorship, promotional and signage rights, Facility naming rights, and any other revenues derived or generated in connection with baseball and non-baseball events held at the Facility (exclusive of any County use events).

Section 7.02. Naming Rights. At all times during the Term, the Dodgers shall have the right, at their sole and absolute discretion, to sell naming, affiliation, and/or sponsorship rights in and to Holman Stadium and/or any portion of the Facility and/or to change the name of Holman Stadium and/or any portion of the Facility without the prior review and/or consent of the County. Any and all revenues derived from the sale of naming, affiliation, and/or sponsorship rights in and to Holman Stadium and/or any portion of the Facility shall be retained solely by the Dodgers.

ARTICLE VIII

CAPITAL IMPROVEMENTS AND REPAIR

Section 8.01. Capital Reserve Account. During the Term (until depleted), the Dodgers shall establish a trust account with a depository (the "Capital Reserve Account") in which County Funds shall be deposited pursuant to the Capital Reserve Account Agreement. The Capital Reserve Account shall be funded and maintained in accordance with the provisions of the Capital Reserve Account Agreement. All funds in the Capital Reserve Account shall be County Funds. All withdrawals from the Capital Reserve Account shall require the co-signature of the County Administrator or his designee. The Capital Reserve Account shall be used by the Dodgers in making all Repairs and Replacements to the Facility. The Dodgers shall consult with the County with respect to any expenditures from the Capital Reserve Account and any such expenditures shall be subject to the approval of the County, which approval will not be unreasonably withheld and shall be granted in accordance with the Capital Reserve Account Agreement. Any amounts remaining in the Capital Reserve Account at the expiration of the Term or earlier termination of this Agreement shall be paid to the County. The Dodgers shall be solely responsible for the cost of any Repairs or Replacements which exceed the funds available in the Capital Reserve Account and any applicable available insurance proceeds from policies of insurance provided at the Dodgers' expense.

Section 8.02. Contributions to the Capital Reserve Account. On or before March 31, 2001, or such later date as may be mutually agreed to by the parties, the County shall deposit into the Capital Reserve Account the sum of \$2,000,000. Any part of said \$2,000,000 that is not expended by the expiration of the Term or earlier termination of this Agreement shall be paid to the County at such time.

Section 8.03. Facility Improvements. The County and the Dodgers agree that upon the completion of the "Improvements" listed in Exhibit B, hereto, and more specifically described in the Development Agreement, the Facility will be acceptable for use by the Dodgers as a Retained Spring

Training Franchise Facility. The County shall pay for the Improvements, but its obligation shall be limited to providing Seven Million Dollars (\$7,000,000) of net Bond proceeds, together with any portion of the Capital Reserve Account determined by the County and the Dodgers to be needed for such purpose. The Improvements shall be commenced and completed in accordance with the Development Agreement. The Dodgers shall (a) pay any additional costs of the Improvements beyond such \$7,000,000 and the funds in the Capital Reserve Account, and (b) be solely responsible for the costs of any additional improvements voluntarily undertaken by the Dodgers at the Facility. Subject to the foregoing conditions, the Dodgers, with the assistance of the County as provided in the Development Agreement, shall cause the construction of the Improvements to be completed by February 15, 2002, or such later date as may be determined by the Dodgers with approval of the County, which approval shall not be unreasonably withheld.

ARTICLE IX

DOCUMENTS AND CERTIFICATES

Section 9.01. Documents and Certificates. Each party shall supply to the other such documents and certificates as are reasonably available or procurable, and necessary for the purpose of obtaining certificates from the State of Florida Office of Tourism, for the issuance of the Bonds, or for any other purpose reasonably related to the obligations of the parties hereunder, including, but not limited to, the County's funding or administration of this Agreement and ownership of the Facility, or to consummate the transactions described in this Agreement.

ARTICLE X

DEFAULT/REMEDIES

Section 10.01. Dodgers' Default. The occurrence of any one or more of the following events constitutes a "Default" by the Dodgers under this Agreement:

(a) Failure by the Dodgers to observe or perform in any material respect any covenant, agreement, condition, or provision of this Agreement, if such failure continues for thirty (30) days after written notice thereof has been delivered by the County to the Dodgers; provided, however, that the Dodgers shall not be in Default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within such thirty (30) day period, the Dodgers commence such cure and diligently proceed to complete the same thereafter.

(b) The levy upon, under execution or the attachment by legal process, the Dodgers' interest hereunder, or the filing or creation of a lien in respect of such interest, which levy, attachment, or lien is not released, discharged, or bonded against within one hundred eighty (180) days from the date of such filing.

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(c) The Dodgers are finally adjudicated insolvent or bankrupt or admit in writing their inability to pay their debts as they mature, or make an assignment for the benefit of creditors, or apply for or consent to the appointment of a trustee or receiver for the Dodgers or for the major part of their property;

(d) ~~A trustee or receiver is appointed for the Dodgers or for the major part of their property and such trustee or receiver is not discharged within one hundred eighty (180) days after such appointment.~~

(e) ~~Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other proceedings for relief under any bankruptcy law, or similar law for the relief of debtors, are instituted by or against the Dodgers, and, if instituted against the Dodgers, are allowed against them or are consented to by them or are not dismissed within one hundred eighty (180) days after such institution, to the extent permitted by law; or~~

(f) The Dodgers are in default under the Development Agreement and such default continues for thirty (30) days after written notice thereof has been delivered by the County to the Dodgers; provided, however, that the Dodgers shall not be in Default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within such thirty (30) day period, the Dodgers commence such cure and diligently proceed to complete the same thereafter.

If a Default occurs, the County shall have the rights and remedies set forth in this Agreement, which shall be distinct, separate, and, to the extent not mutually exclusive, cumulative, and shall not operate to exclude or deprive the County of any other right or remedy allowed it by law or equity.

Section 10.02. County Default. In the event of any failure by the County to observe or perform any material covenant, agreement, condition, or provision of this Agreement wherein the Dodgers' remedies on account thereof are not otherwise specifically provided for in this Agreement, and if such failure shall continue for thirty (30) days after notice thereof has been delivered by the Dodgers to the County, then the County shall be deemed to be in Default hereunder; provided, however, that the County shall not be in Default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within such thirty (30) day period, the County commences such cure and diligently proceeds to complete the same thereafter.

Section 10.03. Remedies. In the event of a Default by either party (other than a Cessation of Use by the Dodgers), the party not in Default shall be entitled, as a non-exclusive remedy, and in addition to or in lieu of an action for damages, to seek an injunction or decree for specific performance or equitable relief from a court of competent jurisdiction to enjoin or remedy the Default.

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Section 10.04. Cessation of Use by the Dodgers. If, at any time during the Initial Term (and not a Renewal Term), the Dodgers lose the right to own the Team, or to hold Spring Training Home Games in the Facility, or otherwise cease to conduct their spring training operations and/or Spring Training Home Games at the Facility, such event shall constitute a "Cessation of Use" of the Facility by the Dodgers. Notwithstanding anything to the contrary contained in this Agreement, a Cessation of Use of the Facility by the Dodgers shall entitle the County to terminate this Agreement by giving the Dodgers ten (10) days' written notice of termination. The Dodgers shall have ten (10) days after receipt of the aforementioned notice of termination to renounce the Cessation of Use by confirming to the County their intention to continue to use the Facility during the Initial Term as the spring training facility for the Team. A termination pursuant to the provisions of this Section 10.04 shall become effective upon the expiration of the Dodgers' ten (10) day cure period.

Section 10.05. Liquidated Damages. If this Agreement is terminated by the County during the Initial Term as the result of a Cessation of Use by the Dodgers, then the Dodgers shall pay to the County, as "Liquidated Damages" and in lieu of all other remedies and/or damages of any type which may be available to the County, the entire amount required by the County to defease or retire the Bonds, together with any fees, expenses and costs incurred by the County to so defease or retire the Bonds.

Section 10.06. Repurchase By Dodgers. If the Dodgers are required to pay the Liquidated Damages specified in 10.05, above, the Dodgers shall be entitled to repurchase the Facility (including the Land) from the County at a price equal to the Facility's then fair market value, less the amount of any Liquidated Damages paid by the Dodgers to the County hereunder. The then fair market value of the Facility shall be calculated in accordance with the provisions set forth in Section 10.07, below.

Section 10.07. Calculation of Fair Market Value. For purposes of a repurchase of the Facility by the Dodgers pursuant to this Agreement, the then fair market value of the Facility shall be determined by the following procedure:

- (a) The Dodgers and the County shall each select an independent M.A.I. appraiser.
- (b) The appraisers selected by the Dodgers and the County shall then select a third appraiser known as the "Independent Appraiser." The Independent Appraiser shall determine the then fair market value of the Facility using the highest and best use method.

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ARTICLE XI

ENFORCEABILITY

Section 11.01. Binding Effect; Enforceability. The terms and provisions set forth in this Agreement shall be binding and enforceable by and against the parties in accordance with the terms hereof.

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ARTICLE XII

ASSIGNMENT/SUBLEASE

Section 12.01. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, except that this Agreement may be assigned by the Dodgers to any person or entity who acquires the Team (by any form of acquisition), with the approval of Major League Baseball, provided that any such assignee explicitly assumes in writing the Dodgers' duties and responsibilities under this Agreement (in which case the liability of the Dodgers shall cease with respect to liabilities accruing from and after such transfer).

Section 12.02. Sublease. The Dodgers may sublease, at any time during the Term, any portion of the Facility, including, but not limited to, guest rooms, residential units, offices, practice fields, the clubhouse, weight room, and/or conference facilities located at the Facility. All revenues derived from subletting any of the foregoing shall be retained solely by the Dodgers. Any such sublease shall remain subordinate to this Lease.

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ARTICLE XIII

MISCELLANEOUS

Section 13.01. Notices. Any notice required by or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered by hand or by overnight delivery service, addressed as follows (or to such other address as a party shall inform the other party):

If to the County:

Indian River County
1840 25th Street
Vero Beach, Florida 32960
Attention: County Administrator
Phone (561) 567-8000 Ext 1408
Fax (561) 978-1822

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If to the Dodgers: Los Angeles Dodgers, Inc.
 Dodgertown
 P.O. Box 2887
 Vero Beach, Florida 32961
 Attention: Mr. Craig Callan
 Phone: (561) 569-4900
 Fax: (561) 770-2424

Copy to: Los Angeles Dodgers, Inc.
 1000 Elysian Park Avenue
 Los Angeles, California 90012
 Attention: Santiago Fernandez, Esq.
 Senior Vice President & General Counsel
 Phone: (323) 224-1312
 Fax: (323) 224-1595

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Section 13.02. Amendment. This Agreement may be amended only in writing executed by both parties.

Section 13.03. Entire Agreement. This Agreement, including its exhibits, and the Project Documents constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements (whether oral or written) between them.

Section 13.04. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

Section 13.05. Counterparts. This Agreement may be executed in two or more counterparts which have been signed and delivered by each of the parties (a party may execute a copy of this Agreement and deliver it by facsimile transmission; provided, however, that any such party shall promptly deliver an original signed copy of the Agreement).

Section 13.06. Jurisdiction and Venue. The exclusive, convenient, and proper venue for any legal proceeding arising out of, or related to, this Agreement shall be Circuit Court for the Nineteenth Judicial Circuit, in and for Indian River County, Florida Division. Each party waives any defense, whether asserted by motion or pleading, that the Indian River Circuit Court is an improper or inconvenient venue. Moreover, all parties to this Agreement, persons and entities alike, consent to the personal jurisdiction of the Circuit Court, Nineteenth Judicial Circuit, in and for Indian River County, and irrevocably waive any objections to said jurisdiction.

Section 13.07. Effective Date. This Agreement shall be effective on the date of delivery of this Agreement by the Escrow Agent in accordance with the Escrow Agreement.

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Section 13.08. Time of Essence. Time is of the essence in the performance of this Agreement.

Section 13.09. Damage to Property. The Dodgers shall not have any liability for loss or damage to property owned or leased or otherwise in the possession, control, or custody of the County, that is wrongly or incorrectly on the premises of the Facility, unless such damage is caused solely or partially by the Dodgers' negligence or willful misconduct, in which case the Dodgers shall be liable for only the portion so caused.

Section 13.10. Consequential Damages. Under no circumstances shall either party or any of its subcontractors, suppliers and vendors be liable to the other party for any indirect, special, incidental, and/or consequential damages, including, but not limited to, loss of profits or interruption of business, whether such damages are alleged in tort, contract, indemnity, or otherwise, even if such party has been apprised of the possibility of such damages. To the extent permitted by law, each party hereby releases the other and its subcontractors, suppliers and vendors therefrom.

Section 13.11. Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

Section 13.12. Severability. If any clause, provision, or section hereof is held illegal, invalid, or unenforceable by any court, the illegality, invalidity, or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions, or sections hereof, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable clause, provision or section had not been contained herein.

Section 13.13. Waiver. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy provided at law or in equity, except as expressly set forth herein.

Section 13.14. Terminology. All personal pronouns used herein, whether used in the masculine, feminine, or neuter gender, shall include the singular.

Section 13.15. Third Party Beneficiary. No person other than the Dodgers, the County, the Indemnified County Parties, the Indemnified Dodgers Parties, and the successors and assigns of such, shall have any rights whatsoever under this Agreement.

Section 13.16. Radon Notice. Chapter 88-285, Laws of Florida, requires the following notice to be provided with respect to the contract for sale and purchase of any building, or a rental agreement for any building, and the parties hereto acknowledge and confirm receipt of the following:

OR 1426PG0586

"RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

Section 13.17 Estoppel Certificates. At any time, within twenty (20) days after request by either party, the other party shall certify in writing to the requesting party, or any person specified by the requesting party, to the effect (a) whether this Agreement is unmodified and in full force and effect (or if there has been modification, that the same is in full force and effect as modified and setting forth such modification); (b) whether or not to the best of the other party's knowledge, the requesting party is in Default hereunder; and (c) any other information which the requesting party reasonably requests to be confirmed.

ARTICLE XIV

INDEMNIFICATION AND INSURANCE

Section 14.01. Indemnification by the Dodgers. To the fullest extent permitted by law, the Dodgers shall indemnify, protect, and hold the County and the City and their officers, agents, and employees, and each of their respective successors and assigns (collectively, the "Indemnified County Parties") harmless from and defend the Indemnified County Parties against any and all "liabilities" (as hereinafter defined) for any "bodily injury" (as hereinafter defined) or "property damage" (as hereinafter defined) whatsoever arising out of or resulting from any Default by the Dodgers and/or occurring in, on, or about the Facility to the extent such injury or damage is caused by the Dodgers, or the Dodgers' agents, contractors or employees, but not to the extent caused by the negligence or willful misconduct of the Indemnified County Parties. In the case of any action or proceeding being brought against the Indemnified County Parties by reason of any such claim, Dodgers, upon notice from the Indemnified County Parties, shall defend the same at the Dodgers' expense by counsel reasonably satisfactory to the County.

Section 14.02. Indemnification by the County. To the fullest extent permitted by law, the County shall indemnify, protect, and hold the Dodgers and their officers, agents, and employees, and each of their respective successors and assigns (collectively, the "Indemnified Dodgers Parties") harmless from and defend the Indemnified Dodgers Parties against any and all "liabilities" (as hereinafter defined) for any "bodily injury" (as hereinafter defined) or "property damage" (as hereinafter defined) whatsoever arising out of or resulting from any Default by the County and/or occurring in, on, or about the Facility to the extent such injury or damage is caused by the County, or the County's agents, contractors or employees, but not to the extent caused by the negligence or willful misconduct of the Indemnified Dodgers Parties. In the case of any action or proceeding being brought against the Indemnified Dodgers Parties by reason of any such claim, the County, upon notice from the Indemnified Dodgers Parties, shall defend the same at the County's expense by counsel reasonably satisfactory to the Dodgers.

OR 1426PG0587

Section 14.03. Definitions. As used in this Agreement, "liabilities" shall mean all liabilities, claims, damages (excluding consequential damages), losses, penalties, litigation, demands, causes of action (whether in tort or contract, in law or equity or otherwise), suits, proceedings, judgments, disbursements, charges, assessments, and expenses (including reasonable attorneys' and experts' fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim or proceeding whether out of court, at trial or in any appellate or administrative proceeding). "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of the foregoing. "Property damage" shall mean physical injury to tangible property, including all resulting loss of use of that property, or loss of use of tangible property that is not physically injured.

Section 14.04. Independent Provisions. The provisions of Sections 14.01 through 14.03 are independent of, and will not be limited by, any insurance obligations in this Agreement, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

Section 14.05. Insurance. Commencing upon the Effective Date and throughout the remainder of the Term and any renewals thereof, the Dodgers shall maintain, at their sole cost, the following insurance:

(a) A commercial general liability insurance policy in an occurrence form covering the insured against all bodily injury and property damage liability that may rise or be claimed due to the Dodgers' use of the Facility in a minimum amount of coverage of One Million Dollars (\$1,000,000) for injuries to persons in one accident, One Million Dollars (\$1,000,000) for injuries to any one person and One Million Dollars (\$1,000,000) for damages to property. The commercial general liability insurance policy in an occurrence form shall also include contractual liability coverage including a Broad Form Endorsement covering the insurance provisions of this Agreement and the performance by the Dodgers of the indemnification provisions set forth in this Agreement.

(b) Special form (all risk) property insurance covering (1) the Facility, including, but not limited to, any additional improvements undertaken by the Dodgers, in an amount not less than one hundred (100%) percent of their actual replacement costs from time to time existing during the Term of this Agreement, providing protection against any peril included within the classification "all risks" of physical loss or damage, together with insurance against sprinkler damage, vandalism, malicious mischief, and water damage of any type and theft. The proceeds of such insurance shall be used for the repair or replacement of the property so insured.

(c) All of the insurance policies required under Sections 14.05(a) and 14.05(b), above, shall be effected from insurance companies recognized by and licensed in the State of Florida, and provide a Notice of Cancellation or material Coverage Change provision of thirty (30) days' notice in favor of the County. The Dodgers shall provide the County and the City with a duly executed Certificate of Insurance for each such policy. The Dodgers shall maintain the Certificate of Insurance on file with the County at all times during the Term. The policies required under Sections 14.05(a) and 14.05(b), above, shall name the County and the City as an additional insured.

(d) If the Dodgers fail to furnish the Certificate(s) of Insurance as required above, the County may, after notice and an opportunity to cure as set forth in this Agreement, obtain the insurance, and the premiums on that insurance shall be deemed additional rent to be paid by Dodgers to the County on demand. Dodgers shall be responsible for securing, at their own expense, whatever insurance coverage they may desire on the contents of the Facility. All Certificates of Insurance required by this Lease shall be provided on a standard ISO form.

(e) Any insurance required of the Dodgers under this Agreement may be furnished by the County under a blanket policy so long as and provided such policy:

(1) complies with all other terms and conditions contained in this Agreement, and

(2) contains an endorsement that identifies with specificity the particular address of the Facility as being covered under the blanket policy.

ARTICLE XV

FORCE MAJEURE

Section 15.01. Force Majeure Event. Should any fire or other casualty, act of God, earthquake, flood, hurricane, lightning, tornado, epidemic, landslide, war, riot, civil commotion, general unavailability of materials, strike, slowdown, labor dispute, governmental laws or regulations, or other occurrence beyond the Dodgers' or County's control ("Force Majeure Event") prevent performance of this Agreement in accordance with its provisions, performance of this Agreement by either party shall be suspended or excused to the extent commensurate with such occurrence, except as specifically provided herein

Section 15.02 Partial Destruction In the event of a partial destruction of the Facility, if Dodgers determine, at their sole discretion, that the undamaged portion of the Facility is still suitable for their spring training operations, then this Agreement shall continue in full force and effect with no adjustments in the obligations of the parties, and the Dodgers shall restore the Facility as soon as possible from the insurance proceeds or the Dodgers' own funds

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Section 15.03: Facility Not Suitable for Use. In the event of total or partial destruction or damage of the Facility, if the Dodgers determine at their sole discretion that the Facility is not suitable for their spring training operations and/or cannot be used as the venue for their Spring Training Home Games, then this Agreement shall be suspended immediately until the Facility is repaired. Within twelve (12) months of the event of such total or partial destruction or damage, the Dodgers, with assistance of the County, but not at County expense, shall begin to repair or rebuild the Facility using the proceeds from the property insurance for that purpose and shall diligently pursue such repair or rebuilding until completed. Once the Dodgers contract with an Architect or an Engineer or Design Build firm to draw plans for the repair or rebuilding of the Facility, the Dodgers shall be deemed to have begun the repair or rebuilding of the Facility. This Agreement shall continue to be suspended until the Facility is suitable for the Dodgers' spring training operations and as a venue for their Spring Training Home Games.

ARTICLE XVI

ADDITIONAL IMPROVEMENTS

Section 16.01. Improvements. The Improvements, generally described in Exhibit B, shall be contracted in accordance with and pursuant to the Development Agreement. Notwithstanding the foregoing, the County hereby acknowledges that the Dodgers may desire to modify the Improvements described in Exhibit B (e.g., to add new housing units). Accordingly, the County shall approve any modifications to the Improvements hereafter requested by Dodgers so long as such modifications are designed to enhance the Facility and make it more useful to the Team and the Dodgers.

Section 16.02. Additional Improvements. Nothing contained in this Agreement shall restrict or prohibit the Dodgers from making improvements to the Facility which are not described as "Improvements" hereunder or in Exhibit B; provided that the Dodgers shall notify the County of such additional improvements before the Dodgers undertake to make them.

ARTICLE XVII

ZONING AND PERMITTING

Section 17.01. Zoning and Permitting. It shall be the sole obligation of the Dodgers, with assistance from the County, but not at County expense, to obtain any permits and/or zoning changes which may be required to construct the Improvements and any additional improvements which the Dodgers may hereafter desire to make to the Facility. The County, acting solely in its capacity as the fee owner of the Land, shall cooperate with the Dodgers as may be reasonably required, to enable the Dodgers to obtain any permits and/or zoning changes for the Improvements and any additional improvements, including, but not limited to, by joining in any applications for such permits and/or zoning changes.

ARTICLE XVIII

CONSENTS AND APPROVALS

Section 18.01. Granting or Failure to Grant Approvals or Consents. All consents and approvals which may be given by a party under this Agreement shall, as a condition of their effectiveness, be in writing. The granting by a party of any consent to or approval of any act requiring consent or approval under the terms of this Agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, shall not be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any other act.

Section 18.02. Standard. Unless this Agreement specifically provides for the granting of consent or approval at a party's sole discretion, then consents and approvals which may be given by a party under this Agreement shall not (whether or not so indicated elsewhere in this Agreement) be unreasonably withheld or conditioned by such party and shall be given or denied within the time period provided, and if no such time period has been provided, within a reasonable time. Upon disapproval of any request for a consent or approval, the disapproving party shall, together with notice of such disapproval, submit to the requesting party a written statement setting forth with specificity its reasons for such disapproval.

Section 18.03. Deemed Approval.

(a) If a party entitled to grant or deny its consent or approval (the "Consenting Party") within thirty (30) days (or a shorter specified time period) fails to do so, then, provided that the request for consent or approval bears the legend set forth below in capital letters and in a type size which is not less than that provided below, the matter for which such consent or approval is requested shall be deemed consented to or approved, as the case may be:

"FAILURE TO RESPOND TO THIS REQUEST WITHIN THE TIME PERIOD PROVIDED IN THE FACILITY LEASE AGREEMENT BETWEEN INDIAN RIVER COUNTY AND LOS ANGELES DODGERS, INC SHALL CONSTITUTE AUTOMATIC APPROVAL OF THE MATTERS DESCRIBED HEREIN WITH RESPECT TO SECTION [] OF SUCH FACILITY LEASE AGREEMENT."

Section 18.04. Approvals for the County. The County hereby agrees that, subject to applicable law and regulations, the County Administrator (or the County Administrator's authorized designee) shall be authorized to grant consents or approvals on behalf of the County with respect to this Agreement

EXHIBIT "A"

PARCEL 1-C

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST, PROCEED NORTH $89^{\circ}45'39''$ WEST, A DISTANCE OF 1997.62 FEET TO A POINT; THENCE SOUTH $04^{\circ}15'11''$ WEST, A DISTANCE OF 30.07 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF AIRPORT DRIVE (A/K/A 34th AVENUE, A 90 FOOT RIGHT-OF-WAY) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH $10^{\circ}36'49''$ WEST, A DISTANCE OF 37.55 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1125.14 FEET AND A CENTRAL ANGLE OF $09^{\circ}30'08''$; THENCE SOUTH ALONG SAID CURVE, A DISTANCE OF 186.60 FEET; THENCE SOUTH $20^{\circ}06'57''$ WEST, A DISTANCE OF 82.11 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1825.86 FEET AND A CENTRAL ANGLE OF $19^{\circ}54'25''$; THENCE SOUTH ALONG SAID CURVE, A DISTANCE OF 634.38 FEET; THENCE SOUTH $00^{\circ}12'32''$ WEST, A DISTANCE OF 55.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INDIAN RIVER FARMS DRAINAGE DISTRICT MAIN CANAL (300 FOOT RIGHT-OF-WAY); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH $69^{\circ}22'53''$ WEST, A DISTANCE OF 482.50 FEET; THENCE NORTH $15^{\circ}50'75''$ WEST, A DISTANCE OF 50.17 FEET TO A POINT 50.00 FEET NORTH OF AFORESAID MAIN CANAL NORTH RIGHT-OF-WAY LINE; THENCE SOUTH $69^{\circ}22'53''$ WEST ALONG SAID LINE PARALLEL AND 50.00 FEET NORTH OF SAID MAIN CANAL NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1001.21 FEET; THENCE NORTH $18^{\circ}15'26''$ WEST, A DISTANCE OF 386.46 FEET; THENCE NORTH $63^{\circ}53'04''$ WEST, A DISTANCE OF 476.06 FEET; THENCE NORTH $89^{\circ}45'39''$ WEST, A DISTANCE OF 414.56 FEET; THENCE NORTH $00^{\circ}14'21''$ EAST, A DISTANCE OF 876.82 FEET TO A POINT 30.00 FEET SOUTHERLY OF THE NORTH LINE OF SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST; THENCE SOUTH $89^{\circ}45'39''$ EAST ALONG A LINE BEING 30.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID SECTION LINE; A DISTANCE OF 2557.93 FEET TO THE POINT OF BEGINNING.

OR 1426PG 0594

EXHIBIT B

Los Angeles Dodgers - Vero Beach, Florida

Opinion of Probable Baseball Improvements Costs per

deGuardiola Conceptual Master Plan - July 13, 2000

Concept No. 2 (Revised)

ITEM	QUANTITY	UNIT PRICE	AMOUNT
A. Minor League Operations			
Full Fields - sand based, irrigation, surface sub-surface drainage	2	\$ 400,000	\$ 800,000
Half Field - sand based, irrigation, surface sub-surface drainage	1	\$ 150,000	\$ 150,000
New Outdoor Batting Cages	8	\$ 7,500	\$ 60,000
Observation Tower / Restrooms	Lump Sum	n/a	\$ 150,000
Existing Structure Modifications	Lump Sum	n/a	\$ 750,000
General Sitework	Lump Sum	n/a	\$ 735,000
**Subtotal A.			\$ 2,645,000
** Excludes Land Acquisition Costs			
B. Major League Operations			
Full Fields (Existing) - Improvements' Budget	2	\$ 250,000	\$ 500,000
Half Field (Existing) - Improvements' Budget	1	\$ 100,000	\$ 100,000
Covered Batting Structure	Lump Sum	n/a	\$ 400,000
General Sitework	Lump Sum	n/a	\$ 375,000
Subtotal B.			\$ 1,375,000
C. Holman Field			
Replace Playing Field	Lump Sum	n/a	\$ 500,000
General Sitework	Lump Sum	n/a	\$ 500,000
Warning Track Drainage Improvements	Lump Sum	n/a	\$ 700,000
Misc Stadium Repairs inc. Press Box Improvements	Lump Sum	n/a	\$ 150,000
Upgrade Existing Maintenance Building	Lump Sum	n/a	\$ 100,000
Clubhouse Facility (Assumes 20,000 SF @ \$100/SF)	Lump Sum	n/a	\$ 2,000,000
Subtotal C.			\$ 3,350,000
Note: Equipment Replacement included in FF & E Contingency			
**SUBTOTAL			\$ 7,370,000
10% Soft Costs plus 10% Contingency			\$ 1,474,000
**TOTAL			\$ 8,844,000

** Excludes Land Acquisition Costs

08142690595

Prepared by, record and return to:
Office of the County Attorney
1801 27th St., Vero Beach, FL 32960
Telephone: 772.226.1424

2157035
THIS DOCUMENT HAS BEEN
RECORDED IN THE PUBLIC RECORDS
OF INDIAN RIVER COUNTY FL
BK: 2517 PG:588, Page1 of 8
08/11/2011 at 02:55 PM,

JEFFREY K BARTON, CLERK OF
COURT

FIRST AMENDMENT TO FACILITY LEASE AGREEMENT

THIS FIRST AMENDMENT is made and entered into as of the 1st day of June, 2011 to that certain Facility Lease Agreement by and between Indian River County, a political subdivision of the State of Florida ("County") and MiLB Vero Beach LLC, a Florida limited liability company ("MiLB"), dated as of May 1, 2009 ("Agreement").

WHEREAS, as of May 1, 2009, County and MiLB entered into the Agreement whereby County leased to MiLB the Land, the Facility and the FF&E, and transferred to MiLB the exclusive right and obligation to use, manage, operate and maintain the Facility for the term set forth therein; and

WHEREAS, based upon further negotiations between the parties and with the City of Vero Beach, Florida ("COVB"), the parties desire to amend the Agreement with respect to the Land, the Parking Lease and the Parking Property, the Improvements, and other related matters.

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. Definitions. Except as set forth herein, all capitalized terms herein shall have the same meaning as set forth in the Agreement.
3. Land. The definition of "Land" as set forth in section 1.02(q) is hereby amended, as follows: (a) the real property described on Exhibit A attached hereto is added to the definition of "Land" and is therefore subject to all terms and conditions of the Agreement, and (b) the real property described on Exhibit B attached hereto is removed from the definition of "Land" and is therefore no longer subject to the terms and conditions of the Agreement.
4. MiLB Events. All references in the Agreement to "Dodgers Events" are hereby changed to "Dodgertown Events," and new section 1.02(bb) is added as follows: "Dodgertown Events" shall mean any and all events and activities held on the premises of the Land and Facility including, without limitation, sports and non-sports related events and activities, meetings and conferences, whether such events and activities are conducted by County, MiLB or any third party using all or a portion of the Land and Facility with the consent of County or MiLB.

5. Parking. The provisions of the Agreement relating to parking are amended, as follows:

(a) section 1.02(v) is deleted and replaced with the following: "Parking License Agreement means the Parking License Agreement entered into as of June 1, 2011 by and between the County and COVB which, *inter alia*, governs use rights for the City Parking Property,"

(b) section 1.02(w) is deleted and replaced with the following: "City Parking Property shall mean the real property subject to the Parking License Agreement, and Facility Parking Property shall mean the following areas contained within the Land: (i) the real property which has historically been used for parking in connection with activities and events held at the facility, (ii) those portions of the four (4) baseball practice fields and two (2) half baseball practice fields which are suitable for parking, and (iii) other accessible and open areas which are suitable for parking; and

(c) section 6.05 is deleted in its entirety and replaced with the following: "Parking. The City Parking Property is owned by the City, subject to the terms and conditions of the Parking License Agreement, and the Facility Parking Property is owned by the County, subject to the terms of this Agreement. MiLB shall have the right to use the City Parking Property for Dodgertown Events in accordance with the terms and conditions of the Parking License Agreement, which terms and conditions are hereby approved and accepted by MiLB. MiLB acknowledges that its right to use the City Parking Property for Dodgertown Events could be terminated by COVB in accordance with the terms and conditions of the Parking License Agreement. In such event, MiLB agrees that the Facility Parking Property is and will be adequate for all parking purposes relating to its use and operation of the Land and Facility. Upon expiration or termination of this Agreement, all rights of MiLB to use the City Parking Property or the Facility Parking Property for any purpose shall terminate."

6. Improvements. The provisions of the Agreement relating to Improvements are amended, as follows:

(a) section 1.02(o) is deleted in its entirety and replaced with the following: "Improvements means the improvements constructed or to be constructed on the Land and Facilities during the term of the Agreement, or any extension thereof, consisting of the addition of field lights to two (2) of the existing playing fields in 2011, the construction of a cloverleaf of four (4) youth dimension baseball fields on the real property described on Exhibit A attached hereto in 2011, and the construction of a regulation size soccer field in the area of practice field number four in 2011." and

(b) section 8.03(a) and (b) are deleted in their entirety and replaced with the following: "Immediate Facility Improvements.

(a) County, at its expense, will add field lights to two (2) existing playing fields in 2011 and will construct a cloverleaf of four (4) youth dimension baseball fields on the

real property described on Exhibit A attached hereto in 2011. Field lighting for the two (2) existing playing fields shall meet the requirements of Class AAA and Class AA field lighting for a new facility which are 100fc (foot candle) average in infield and 70fc average in outfield. County shall not pay for these improvements out of the Capital Reserve Account;

(b) County will construct a regulation size soccer field in the area of practice field number four in 2011 at its expense. County shall not pay for this construction out of the Capital Reserve Account."

7. Good Standing - No Violation. County and MILB agree that, as of the date hereof, the Agreement is in good standing, neither party is in violation or default of any provision of the Agreement, and both parties are in full compliance with all provisions of the Agreement.

8. Conforming Terms. All remaining terms and conditions of the Agreement are hereby conformed to be consistent with the amendments set forth herein.

9. Remaining Terms. All remaining terms and conditions of the Agreement not amended or conformed herein shall remain in full force and effect.

10. Recordation. A copy of this First Amendment shall be recorded on the Public Records of Indian River County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names as of the date set forth above.

ATTEST: Jeffrey K. Barton,
Clerk of Court

BOARD OF COUNTY COMMISSIONERS,
INDIAN RIVER COUNTY ("County")

By: Maria J. Kelly
Deputy Clerk

By: Bob Solari
Bob Solari, Chairman

AFFIX SEAL:



Approved by BCC: May 3, 2011.

Approved as to form and legal sufficiency:

By: Alan S. Polackwich, Sr.
Alan S. Polackwich, Sr., County Attorney

Signed, sealed and delivered in the presence of:

[Signature]
Print name: Louis D. Brown Sr.

Carrie Adams
Print name: Carrie Adams

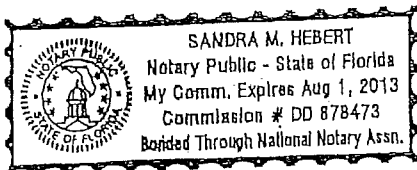
MILB VERO BEACH LLC, a Florida limited liability company ("MiLB"), by National Association of Professional Baseball Leagues, Inc., a Florida non-profit corporation, its managing member

By: D. Scott Pokey
Print Name: D. Scott Pokey
Print Title: Sr. Vice President

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 26 day of May, 2011, by D. Scott Pokey, the Senior Vice President of National Association of Professional Baseball Leagues, Inc., a Florida non-profit corporation, managing member of MILB VERO BEACH LLC, a Florida limited liability company, who is personally known to me, or who has produced _____, as identification, who did not take an oath.

NOTARY PUBLIC, State of Florida



Sign: [Signature]
Print: Sandra M. Hebert
State of Florida
Commission No: DD 878473 [SEAL]
Commission Expires: Aug. 1, 2013

EXHIBIT "A"
PROPERTY DESCRIPTION
PORTIONS OF DODGERTOWN AND DODGERTOWN PARCEL 3-A

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Section 3, Township 33 South, Range 39 East and being more particularly bounded and described as follows:

Commencing at the Northwest corner of Section 3, Township 33 South, Range 39 East;

Thence South 00°00'47" West along the West line of said Section 3 for a distance of 887.01 feet;

Thence South 89°45'39" East for a distance of 50.00 feet to a point on the East right-of-way of 43rd Avenue said point also being the Northwest corner of Dodgertown Parcel 3A as described in Official Record Book 1961, Page 968 of the Public Records of Indian River County, Florida;

Thence South 89°45'39" East along the North line of said Parcel 3A for a distance of 345.39 feet;

Thence South 00°14'21" West for a distance of 85.00 to a point on the North line of said Parcel 3A;

Thence continue South 89°45'39" East along the North line of said Parcel 3A for a distance of 437.69 feet to the Point of Beginning;

Thence from the Point of Beginning continue South 89°45'39" East along the North line of said Parcel 3A for a distance of 468.25 feet to the Northeast corner of Parcel 3A;

Thence South 63°53'04" East for a distance of 326.67 feet to a point on the East line of Dodgertown Parcel 3A;

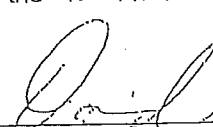
Thence South 18°15'41" East along said East line of Parcel 3A for a distance of 386.49 feet to the Southeast corner of said Parcel 3A;

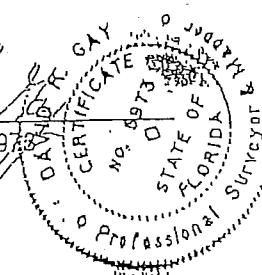
Thence South 69°22'53" West for a distance of 898.97 feet;

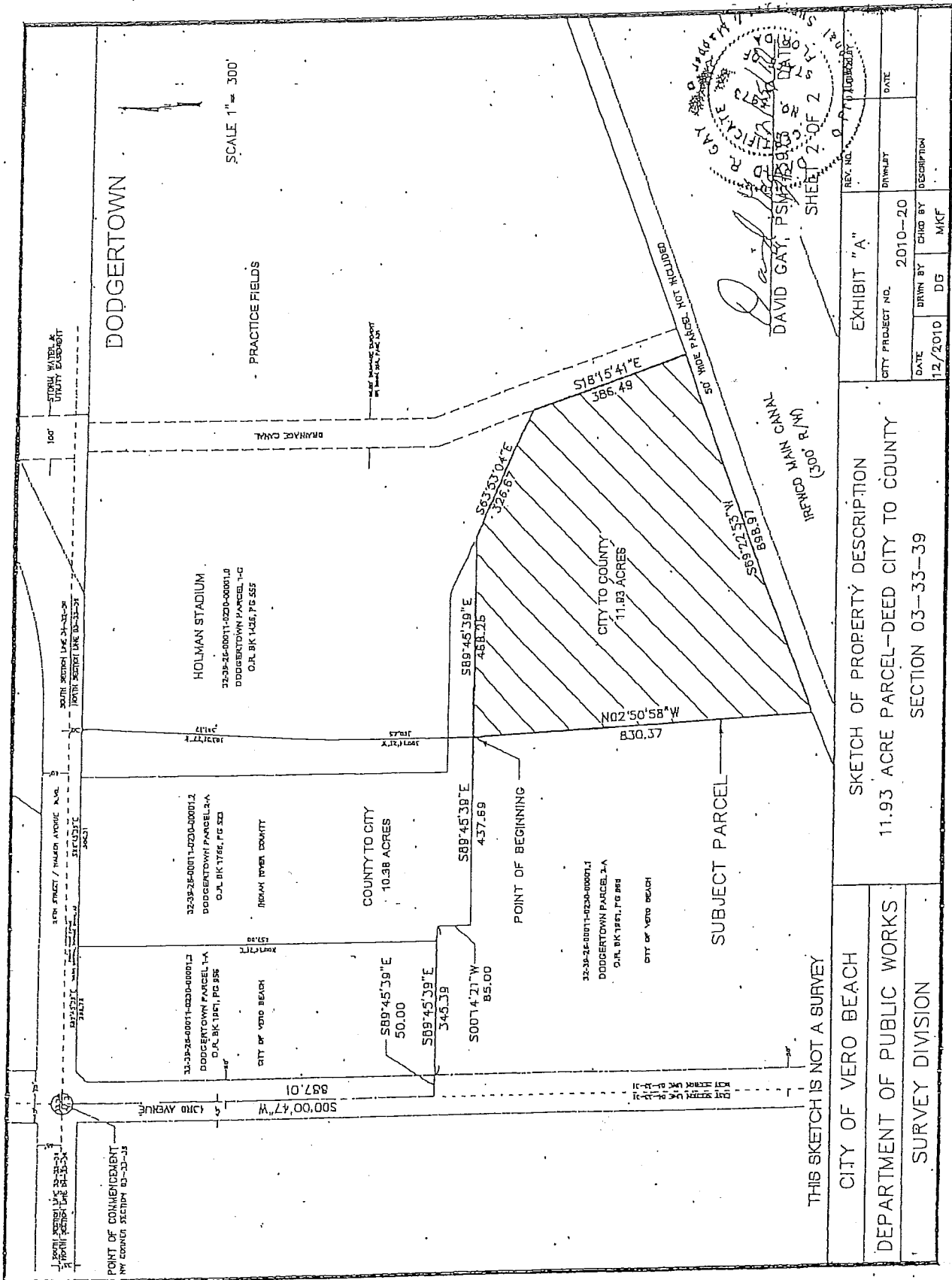
Thence North 02°50'58" West for a distance of 830.37 feet to the Point of Beginning;

Said Parcel containing 519,743 square feet or 11.93 acres.

Said parcel shall be subject to stormwater easements for the 43rd Avenue and Aviation Boulevard improvement projects as required.


David R. Gay, PSM #59738





DAVID GAY, PSM
 CHICAGO, ILL.
 12/20/10
 SHEET 2 OF 2

CITY OF VERO BEACH		EXHIBIT "A"	
DEPARTMENT OF PUBLIC WORKS		CITY PROJECT NO.	2010-20
SURVEY DIVISION		DATE	12/2010
		DRAWN BY	DG
		CHECKED BY	MKF
SKETCH OF PROPERTY DESCRIPTION		DATE	
11.93 ACRE PARCEL-DEED CITY TO COUNTY		2010-20	
SECTION 03-33-39		DESCRIPTION	

EXHIBIT "B"
PROPERTY DESCRIPTION
PORTIONS OF DODGERTOWN AND DODGERTOWN PARCEL 2-A & 1-C

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Section 3, Township 33 South, Range 39 East and being more particularly bounded and described as follows:

Commencing at the Northwest corner of Section 3, Township 33 South, Range 39 East;

Thence South 00°00'47" West along the West line of said Section 3 for a distance of 30.00 feet;

Thence South 89°45'39" East and parallel with the north line of said Section 3 for a distance of 75.00 feet to a point on the South right-of-way of the Indian River Farms Water Control District Canal A-3;

Thence continue South 89°45'39" East along said South right-of-way for a distance of 288.78 feet to the Northwest corner of Dodgertown Parcel 2A (also known as "A Portion of Dodgertown Parcel 2") in Official Record Book 1758, Page 523 of the Public Records of Indian River County, Florida), said point also being the Point of Beginning;

Thence from the Point of Beginning continue South 89°45'39" East along said South right-of-way for a distance of 506.21 feet;

Thence South 3°32'27" West for a distance of 582.12 feet;

Thence South 00°14'21" West for a distance of 360.85 feet to a point on the South line of Dodgertown Parcel 2A;

Thence North 89°45'39" West along said South line of Parcel 2A for a distance of 437.69 feet to the Southwest corner of said Parcel 2A;

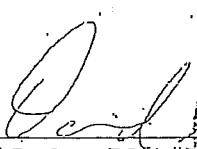
Thence North 00°14'21" East for a distance of 85.00 feet;

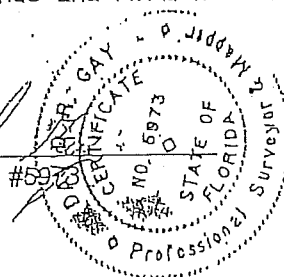
Thence North 89°45'39" West for a distance of 35.00 feet;

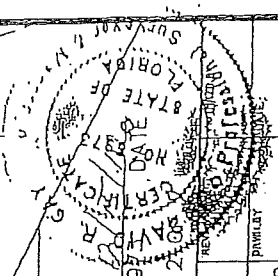
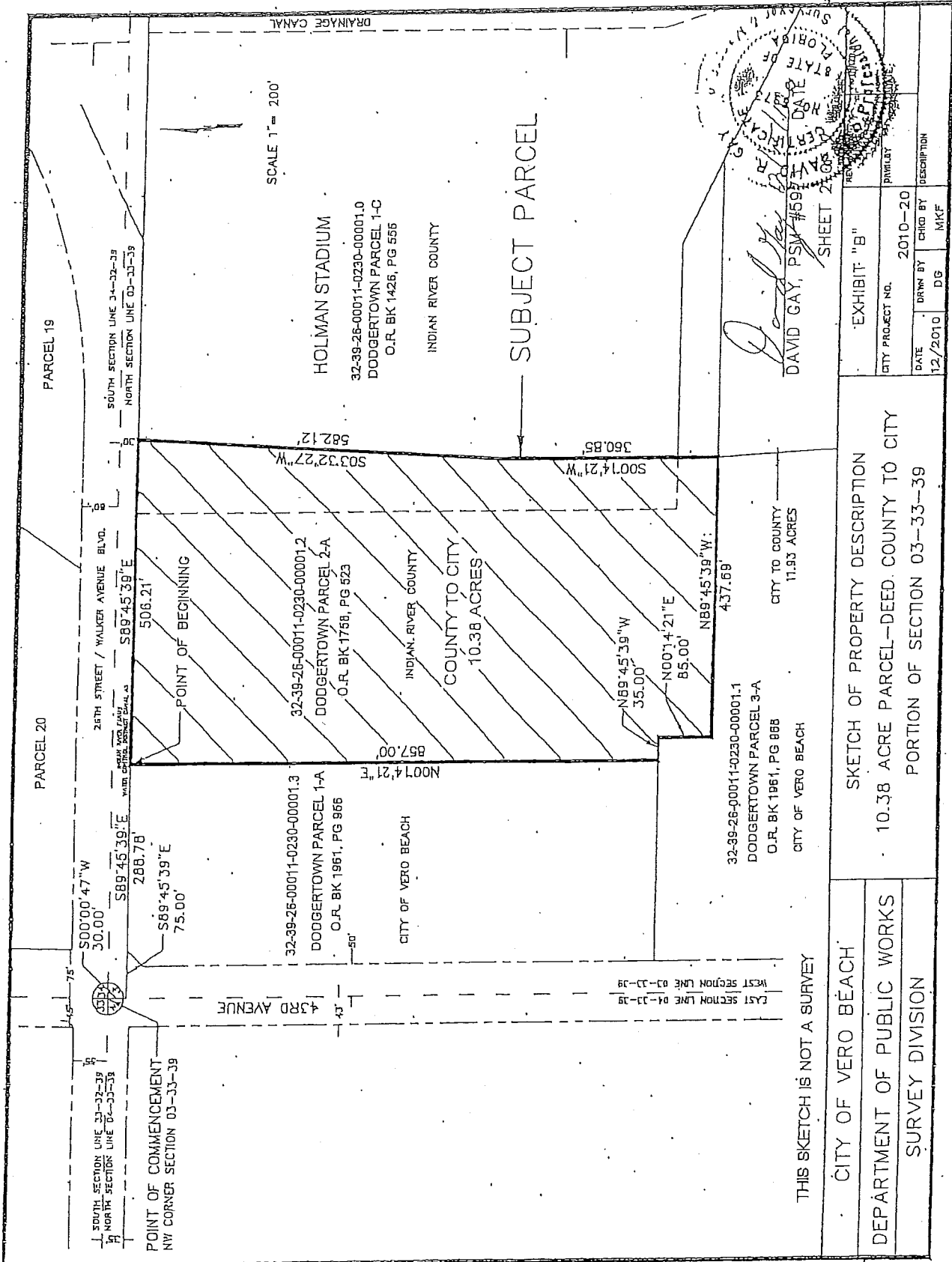
Thence North 00°14'21" East along the West line of said Parcel 2A for a distance of 857.00 feet to the Point of Beginning;

Said Parcel containing 452,042 square feet or 10.38 acres.

Said parcel shall be subject to stormwater easements for the 43rd Avenue and Aviation Boulevard improvement projects as required.


David R. Gay, PSM #5973





DAVID GAY, PSM #5974
 SHEET 2 OF 3

EXHIBIT "B"		DATE	DRWN BY	CHKD BY	DESCRIPTION
CITY PROJECT NO.		12/2010	DG	MXF	2010-20
CITY OF VERO BEACH		DEPARTMENT OF PUBLIC WORKS			
SURVEY DIVISION		SURVEY DIVISION			

THIS SKETCH IS NOT A SURVEY

Prepared by, record and return to:
Office of the County Attorney
1801 27th St., Vero Beach, FL 32960
Telephone: 772.226.1424

SECOND AMENDMENT TO FACILITY LEASE AGREEMENT

THIS SECOND AMENDMENT TO FACILITY LEASE AGREEMENT ("Second Amendment") is made and entered into as of the 1st day of January 2012, to that certain Facility Lease Agreement by and between Indian River County, a political subdivision of the State of Florida ("County") and MiLB Vero Beach, LLC, a Florida limited liability company ("MiLB"), dated as of May 1, 2009 ("Facility Lease Agreement"), as amended by that certain First Amendment to Facility Lease Agreement, dated as of June 1, 2011 ("First Amendment") (the Facility Lease Agreement, First Amendment and this Second Amendment are collectively "Amended Facility Lease Agreement"). This Second Amendment is entered into by and among County, MiLB, Verotown, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("Verotown"), and National Association of Professional Baseball Leagues, Inc., a Florida non-profit corporation ("NAPBL").

WHEREAS, on or about May 1, 2009, County and MiLB entered into the Facility Lease Agreement whereby County leased to MiLB the Land, the Facility and the FF&B, and transferred to MiLB the exclusive right and obligation to use, manage, operate and maintain the Facility for the term set forth therein; and

WHEREAS, on or about June 1, 2011, County and MiLB entered into the First Amendment addressing a land swap with the City of Vero Beach and certain improvements to the Facility; and

WHEREAS, MiLB wishes to assign the Amended Facility Lease Agreement to Verotown, and County and NAPBL are amenable to such assignment; and

WHEREAS, County, MiLB and Verotown wish to make minor amendments to the Amended Facility Lease Agreement, as set forth herein,

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.

2. Definitions. Except as set forth herein, all capitalized terms herein shall have the same meaning as set forth in the Facility Lease Agreement and the First Amendment.

3. Assignment. MiLB hereby assigns to Verotown all of its right, title and interest in and to the Amended Facility Lease Agreement, and Verotown hereby accepts such assignment. All references in the Facility Lease Agreement and the First Amendment to "MiLB" are hereby changed to "Verotown." Verotown assumes and agrees to pay and perform all obligations of MiLB under the Amended Facility Lease Agreement. County hereby consents to the assignment of the Amended Facility Lease Agreement to Verotown.

4. Guaranty/Surety Bond. NAPBL, by Guaranty dated May 1, 2009 ("Guaranty"), has guaranteed certain obligations of MiLB under the Facility Lease Agreement and the First Amendment. NAPBL hereby (i) consents to the assignment of the Amended Facility Lease Agreement to Verotown, (ii) consents to the amendments set forth in this Second Amendment, and (iii) agrees that the Guaranty shall remain in full force and effect and shall apply to the obligations of Verotown under the Amended Facility Lease Agreement to the same extent as if all references to MiLB in the Guaranty were changed to Verotown. County agrees to release and terminate the Guaranty upon (i) substitution of a new guarantor and guaranty reasonably acceptable to County, or (ii) posting of a surety performance bond conditioned on Verotown's performance of the Amended Facility Lease Agreement, which bond is in the amount of the Liquidated Damages plus \$100,000, and is in a form reasonably acceptable to County.

5. Completion Dates of Improvements. Sections 1.02(o), 8.03(a), and 8.03(b) of the Facility Lease Agreement and First Amendment, are hereby amended by changing the completion date of the cloverleaf baseball fields to May 31, 2012, and by changing the completion date of the regulation size soccer field to 2012.

6. Good Standing - No Violation. County, MiLB, Verotown and NAPBL agree that, as of the date hereof, the Amended Facility Lease Agreement is in good standing, neither County nor MiLB are in violation or default of any provision of the Amended Facility Lease Agreement, and County and MiLB are in full compliance with all provisions thereof. County and MiLB hereby release and satisfy each other with respect to any claims, causes of action or liabilities arising out of or relating to the Amended Facility Lease Agreement.

7. Conforming Terms. All remaining terms and conditions of the Amended Agreement are hereby conformed to be consistent with the amendments set forth herein.

8. Remaining Terms. All remaining terms and conditions of the Amended Agreement not amended or conformed herein shall remain in full force and effect.

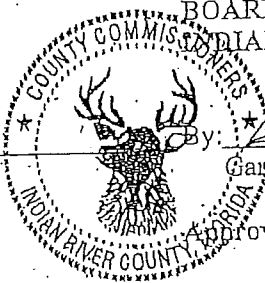
9. Recordation. A copy of this Second Amendment shall be recorded on the Public Records of Indian River County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names as of the date set forth above.

ATTEST: Jeffrey K. Barton,
Clerk of Court

BOARD OF COUNTY COMMISSIONERS,
INDIAN RIVER COUNTY ("County")

By: Jane Allen
Deputy Clerk



By: Gary C. Wheeler
Gary C. Wheeler, Chairman

AFFIX SEAL:

Approved by BCC: December 30, 2011.

Approved:

Approved as to form and legal sufficiency:

By: Joseph A. Baird
Joseph A. Baird, Administrator

By: Alan S. Polackwich, Sr.
Alan S. Polackwich, Sr., County Attorney

Signed, sealed and delivered in the presence of:

MILB VERO BEACH LLC, a Florida limited liability company ("MiLB"), by National Association of Professional Baseball Leagues, Inc., a Florida non-profit corporation, its managing member

Tina M Gust
Print name: Tina M Gust

Justin F. Klemm
Print name: Justin F. Klemm

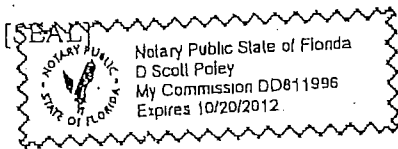
By: Pat O'Conner
Print Name: Pat O'Conner
Print Title: President

STATE OF FLORIDA
COUNTY OF INDIAN RIVER Pinellas

The foregoing instrument was acknowledged before me this 29th day of December, 2011, by Pat O'Conner, the President of National Association of Professional Baseball Leagues, Inc., a Florida non-profit corporation, managing member of MiLB VERO BEACH LLC, a Florida limited liability company, who is personally known to me, who has produced _____, as identification, who did not take an oath.

NOTARY PUBLIC, State of Florida

Sign: D Scott Poley
Print: D Scott Poley
Commission No: DD 811 996
Commission Expires: 10/20/2012



Signed, sealed and delivered in the presence of:

NATIONAL ASSOCIATION OF PROFESSIONAL BASEBALL LEAGUES, INC., a Florida non-profit corporation ("NAPBL")

Tina M. Gust
Print name: Tina M. Gust

Justin F. Kler
Print name: Justin F. Kler

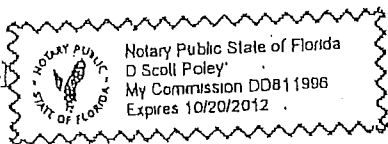
By: Pat O'Conner
Print Name: Pat O'Conner
Print Title: President

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 29th day of December, 2011, by Pat O'Conner, President of National Association of Professional Baseball Leagues, Inc., a Florida non-profit corporation, who is personally known to me, or who has produced _____, as identification, who did not take an oath.

NOTARY PUBLIC, State of Florida

[SEAL]



Sign: D. Scott Poley
Print: D. Scott Poley
Commission No: DD 811 996
Commission Expires: 10/20/2012

Prepared by, record and return to:
Office of the County Attorney
1801 27th St., Vero Beach, FL 32960
Telephone: 772.226.1424

THIRD AMENDMENT TO FACILITY LEASE AGREEMENT

THIS THIRD AMENDMENT is entered into as of this 16th day of July, 2013, by and between Indian River County, a political subdivision of the State of Florida ("County") and Verotown, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("Verotown").

WHEREAS, on or about May 1, 2009, the County and MiLB Vero Beach, LLC, a Florida limited liability company ("MiLB"), entered into the Facility Lease Agreement in which the County leased the Facility to MiLB, and granted to MiLB certain management rights with respect to the Facility, for a term of five years ending April 30, 2014 ("Original Lease"); and

WHEREAS, on or about June 1, 2011, the County and MiLB entered into the First Amendment to Facility Lease Agreement ("First Amendment"); and on or about January 1, 2012, the County, MiLB and Verotown, entered into the Second Amendment to Facility Lease Agreement, in which, among other things, the rights and obligations of MiLB under the Original Lease and the First Amendment were assigned to Verotown ("Second Amendment"); and

WHEREAS, pursuant to section 2.03 of the Original Lease as amended by the First Amendment and the Second Amendment, Verotown has an option to renew the lease for a renewal term of five years, commencing on May 1, 2014 and ending on April 30, 2019 ("Renewal Term"), which option Verotown desires to exercise in accordance with the terms of this Third Amendment to Facility Lease Agreement ("Third Amendment") (the Original Lease, First Amendment, Second Amendment and Third Amendment are collectively referred to as the "Facility Lease Agreement"); and

WHEREAS, the County and Verotown reaffirm their desire to preserve the rich traditions and history of "Dodgertown" and the Facility, and recognize that the benefits to the local community of continuing baseball, athletic, conference and other activities at the Facility are unique and diverse, and include, without limitation, increased economic activity and employment opportunities, increased tourist trade and promotional opportunities, increased direct and indirect tax revenues, private sector payment of substantial maintenance and operation expenses which would otherwise burden local taxpayers, and other such benefits,

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. Definitions. Except as set forth herein, all capitalized terms shall have the same meaning as set forth in the Original Lease, the First Amendment and the Second Amendment.
3. Exercise of Option. Verotown hereby exercises its first renewal option set forth in section 2.03. The term of the Facility Lease Agreement is hereby extended for the period of the Renewal Term; provided, however, that, except as set forth in sections 5 and 15 below, this Third Amendment shall be effective commencing at the beginning of the Renewal Term. Between the date of this Third Amendment and the commencement of the Renewal Term, the terms and conditions of the Original Lease, as amended by the First Amendment and the Second Amendment, shall remain in full force and effect without regard to any amendment of such terms and conditions set forth in this Third Amendment.
4. Rent. The amount of rent, set forth in section 2.04, shall remain the same during the Renewal Term. The parties acknowledge that the amount of such rent is based, in part, on (a) Verotown's payment of the substantial cost of maintenance and operation of the Facility, and other costs incurred in the performance of this Facility Lease Agreement, which costs would otherwise be a burden upon the taxpayers of Indian River County, and (b) Verotown's agreement with respect to net income, set forth in section 11 below.
5. Hotel Room Renovations. As of the date of this Third Amendment, Verotown has renovated 22 of the 89 hotel rooms included within the Facility. The County shall pay for or reimburse Verotown for the actual costs of the renovations of the remaining 67 rooms in an amount not to exceed \$600,000. This amount shall not be funded with funds currently on deposit in the Capital Reserve Account, or required to be deposited by the County into the Capital Reserve Account in the future. At the election of the County, such renovations shall be undertaken by the County; otherwise, such renovations shall be undertaken by Verotown, in which case all books or records of Verotown relating to the renovations shall be open to inspection by the County upon reasonable request. Procurement of the contractor(s) to perform such renovations shall be by public bid, conducted by the County in accordance with applicable law. In the event that renovations are undertaken by Verotown, Verotown shall be reimbursed for all such renovation costs within the time periods set forth in the Florida Prompt Payment Act, §218.70, et seq, Florida Statutes; provided, however, that reimbursement shall be in accordance with the procedure set forth in this Facility Lease Agreement and the Capital Reserve Account Agreement, and upon submittal and review of supporting documentation. This section 5 shall be effective as of the date of this Third Amendment.
6. Contribution to Capital Reserve Account. Section 8.02(c) is hereby deleted and replaced with the following language: "Beginning with the first Renewal Term, the County shall deposit \$250,000 per Lease Year into the Capital Reserve Account as a means of supplementing the Capital Reserve Account balance. Out of each \$250,000 deposited into the Capital Reserve Account, and subject to the remaining terms of the Capital Reserve Account Agreement and this Facility Lease Agreement (a) there shall be no limit on the amount of such funds which may be used for any fixed capital expenditure or fixed capital outlay associated with the construction, reconstruction or improvement of the Facility which has a life expectancy of

five or more years, or any other construction, reconstruction or improvement of "infrastructure" as that term is defined in §212.055(2)(d)(1), Florida Statutes ("Qualifying Expenses"), and (b) no more than \$125,000 may be used for capital expenses or Repairs or Replacements (defined in accordance with section 8.02(b) of this Facility Lease Agreement, which shall include equipment used within the Facility for general maintenance, and shall not include motor vehicles licensed for use on the public roadways) which are not Qualifying Expenses. Verotown shall not be required to make any capital contribution to the Capital Reserve Account.

7. Liquidated Damages. All references in the Facility Lease Agreement to Liquidated Damages are hereby deleted. Without limitation, section 10.05 is hereby deleted; provided, however, that each party shall remain liable for actual damages caused by an event of Default, as set forth in section 10.

8. Right of Termination. New section 10.05 is hereby added, as follows: "Notwithstanding any other provision herein, Verotown shall have the right to terminate the Facility Lease Agreement for any reason upon 120 days written notice to the County. Verotown shall fully perform the terms and conditions of the Facility Lease Agreement during the 120 day notice period. A termination by Verotown pursuant to this section 10.05 shall not be an event of Default."

9. Motor Vehicle Liability Insurance. The following language is added to the end of existing section 14.05(a): In addition, Verotown shall maintain, at its sole cost, commercial automobile insurance in an amount no less than \$1 million combined single limits on (a) all motor vehicles owned by the County but operated by Verotown in connection with its use, management or operation of the Facility, and (b) all motor vehicles owned or leased by Verotown and used in connection with its use, management or operation of the Facility.

10. Property Insurance. Verotown's obligation to maintain special form (all risk) property insurance, as set forth in section 14.05(b) is hereby deleted, and replaced with the following respective obligations of the parties: (a) the County may elect, at its own cost, to maintain property and casualty insurance upon the Facility, in such amounts as the County deems appropriate. In the event of a casualty or force majeure event resulting in the total or partial destruction of the Facility and the payment of insurance proceeds to the County, the County shall decide in its sole discretion whether to use such proceeds for the repair or replacement of the portion of the Facility so destroyed; provided, however, that in the event that the County decides not to use the insurance proceeds or other funds to repair or replace the Facility, Verotown shall have the right to terminate this Facility Lease Agreement immediately (i.e., without the 120 day notice referenced in section 8 above) if it determines in good faith that the Facility is no longer suitable for the purposes and operations described in section 5.01. Nothing in this subsection shall be construed as requiring the County to insure any property or assets owned by Verotown which are located at or used in connection with the Facility. Verotown shall be solely responsible for insuring its own property or assets.

11. Verotown's Net Income. Verotown shall use all Net Income (defined below) derived from its use, management and operation of the Facility to pay for enhancements or improvements to the Facility that Verotown deems reasonable or necessary in its sole discretion

(collectively "Enhancements"); provided, however, that any Enhancement which significantly and materially alters the Facility or the Land shall require the consent of the County, which consent shall not be unreasonably withheld. For the purposes of this section, the term Net Income, shall mean Earnings before Interest, Taxes, Depreciation and Amortization (EBITDA), determined in accordance with Generally Accepted Accounting Principles, less cash distributions to its partners/members equal to 30% of taxable income as reported on IRS Form 1065, Schedule K. For clarification, the term "Earnings" in the prior sentence shall mean gross revenues minus costs of goods sold and general and administrative expenses paid by Verotown in connection with the use, management and operation of the Facility. Net Income shall be determined annually, using the fiscal or calendar year normally used by Verotown in its accounting practices. Any Net Income which has not been used for the purposes set forth in this section as of the expiration or termination of the Facility Lease Agreement shall be paid to the County. The term "books and records" in section 3.04 is hereby amended to include Verotown's profit and loss statement, and other financial records, necessary to verify Verotown's Net Income, and the reinvestment of such Net Income in Enhancements. The Enhancements shall become the asset or property of the County upon being permanently affixed to the Facility, or at the expiration or termination of this Facility Lease Agreement, whichever occurs first. Net losses in any given year within the Renewal Term shall be credited against Net Income in any following year(s).

12. Museum of Dodgertown Memorabilia. Verotown will use commercially reasonable efforts to operate, at a location within the Facility, a museum containing memorabilia of the Brooklyn or Los Angeles Dodgers. The museum shall be open to the public during reasonable hours of operation to be determined by Verotown.

13. Public Events. The County and Verotown recognize the value and importance of using the Facility in a manner which provides entertainment opportunities for the residents of Indian River County. Accordingly, Verotown will endeavor to use the facility in a manner which provides such opportunities from time to time, thereby enabling the residents of Indian River County to enjoy and benefit from events held at the Facility.

14. Good Standing – No Violation. The County and Verotown agree that, as of the date of this Third Amendment, the Facility Lease Agreement is in good standing and neither party is in breach or violation of the terms and conditions of the Facility Lease Agreement.

15. Notices. Section 13.01 is amended to delete the notice/address information relating to MLB, and to replace such information with the following:

If to Verotown: Peter O'Malley
Verotown, LLC
515 S. Figueroa Street, Suite 1988
Los Angeles, CA 90071

Copy to: Craig Callan
Verotown, LLC
P.O. Box 2887
Vero Beach, FL 32961

Copy to: Kevin M. Barry, Esq.
Rossway Moore Swan, P.L.
2101 Indian River Blvd., Suite 200
Vero Beach, FL 32960

16. Conforming Terms. All remaining terms and conditions of the Facility Lease Agreement are hereby conformed to be consistent with the amendments set forth herein.

17. Remaining Terms. All remaining terms and conditions of the Facility Lease Agreement not amended or conformed herein shall remain in full force and effect.

18. Recordation. A copy of this Second Amendment shall be recorded on the Public Records of Indian River County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names as of the date set forth above.

ATTEST: Jeffrey R. Smith,
Clerk of Court and Comptroller

BOARD OF COUNTY COMMISSIONERS,
INDIAN RIVER COUNTY ("County")

By: Maria A. [Signature]
Deputy Clerk

By: [Signature]
Joseph E. Flescher, Chairman

AFFIX SEAL:



Approved by BCC: July 16, 2013

Approved:

Approved as to form and legal sufficiency:

By: Joseph A. Baird
Joseph A. Baird, Administrator

By: [Signature]
Alan S. Polackwich, Sr., County Attorney

Signed and delivered in the presence of:

VEROTOWN, LLC, a Delaware limited liability company ("Verotown"), by POM Vtown, LLC, a Delaware limited liability corporation, its Manager

[Signature]
Print name: Catherine Cox

By: [Signature]
Print Name: Peter O'Malley
Print Title: Manager

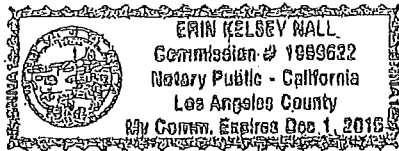
[Signature]
Print name: [Signature]

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

On July 25, 2013, before me, Erin Kelsey Nall, personally appeared Peter O'Malley who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Erin Kelsey Nall (Seal)

01-21-14
8.D.

2014-008

Prepared by, record and return to:
Office of the County Attorney
1801 27th St., Vero Beach, FL 32960
Telephone: 772.226.1424

FOURTH AMENDMENT TO FACILITY LEASE AGREEMENT

THIS FOURTH AMENDMENT is entered into as of this 21 day of January, 2014, by and between Indian River County, a political subdivision of the State of Florida ("County") and Verotown, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("Verotown").

WHEREAS, on or about May 1, 2009, the County and MiLB Vero Beach, LLC, a Florida limited liability company ("MiLB"), entered into the Facility Lease Agreement in which the County leased the Facility to MiLB, and granted to MiLB certain management rights with respect to the Facility, for a term of five years ending April 1, 2014 ("Original Lease"); and

WHEREAS, on or about June 1, 2011, the County and MiLB entered into the First Amendment to Facility Lease Agreement ("First Amendment"); and

WHEREAS, on or about January 1, 2012, the County, MiLB and Verotown, entered into the Second Amendment to Facility Lease Agreement, in which, among other things, the rights and obligations of MiLB under the Original Lease and the First Amendment were assigned to Verotown ("Second Amendment"); and

WHEREAS, on or about July 16, 2013, the County and Verotown ("the Parties") entered into the Third Amendment to Facility Lease Agreement, ("Third Amendment") in which, among other things, Verotown exercised its right to renew the lease for an additional five years, and the County agreed to pay for or reimburse Verotown for the actual costs of renovating 67 hotel rooms in an amount not to exceed \$600,000; and

WHEREAS, In compliance with the Third Amendment, the County publically bid the room renovations and the lowest, most responsive bidder's cost for the job (including County purchased items to save sale tax) was approximately \$634,000 or \$34,000 over the allotted amount; and

WHEREAS, the County has agreed to increase its payment from \$600,000 to \$634,000 to renovate the hotel homes in order to comply with the terms of the Third Amendment; and

WHEREAS, the Parties wish to amend Section 5 of the Third Amendment to state that the County is responsible for renovating 66 hotel rooms in an amount not to exceed \$634,000, and Verotown is amenable to this amendment; and

WHEREAS, the County and Verotown reaffirm their desire to preserve the rich traditions and history of "Dodgertown" and the Facility, and recognize that the benefits to the local community of continuing baseball, athletic, conference and other activities at the Facility are unique and diverse, and include, without limitation, increased economic activity and employment opportunities, increased tourist trade and promotional opportunities, increased

direct and indirect tax revenues, private sector payment of substantial maintenance and operation expenses which would otherwise burden local taxpayers, and other such benefits,

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein.
2. **Hotel Room Renovations.** In Section 5 of the Third Amendment the County agreed to provide up to \$600,000 for the renovation of the remaining 67 hotel rooms. After review and receipt of the public bids, it is agreed by the Parties that there are 66 remaining hotel rooms, and that it is not feasible to renovate the remaining rooms for \$600,000 or less. Therefore, Section 5 of the Third Amendment is hereby amended to state that the County shall pay for the actual costs of the renovations associated with 66 of the remaining hotel rooms in an amount not to exceed \$634,000. All of the other terms and conditions of Section 5 of the Third Amendment to Facility Lease Agreement remain in full force and effect.
3. **Good Standing – No Violation.** The County and Verotown agree that, as of the date of this Fourth Amendment, the Facility Lease Agreement is in good standing and neither party is in breach or violation of the terms and conditions of the Facility Lease Agreement.
4. **Conforming Terms.** All remaining terms and conditions of the Facility Lease Agreement are hereby conformed to be consistent with the amendments set forth herein.
5. **Remaining Terms.** All remaining terms and conditions of the Facility Lease Agreement not amended or conformed herein shall remain in full force and effect.
6. **Recordation.** A copy of this Fourth Amendment shall be recorded on the Public Records of Indian River County, Florida.

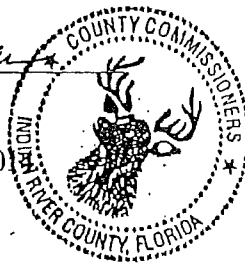
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names as of the date set forth above.

ATTEST: Jeffrey R. Smith,
Clerk of Court and Comptroller

By: [Signature]
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS,
INDIAN RIVER COUNTY

By: [Signature]
Peter O'Bryan, Chairman



Approved by BCC: January 21, 20

AFFIX SEAL:

Approved:

By: [Signature]
Joseph A. Baird, Administrator

Approved as to form and legal sufficiency:

By: [Signature]
Dylan Reingold County Attorney

Signed and delivered in the presence of:

Print name: _____

Print name: _____

VEROTOWN, LLC, a Delaware limited liability company ("Verotown"), by POM Vtown, LLC, a California limited liability corporation, its Manager

By: [Signature]
Print Name: Peter O'Malley
Print Title: Manager

4/1/2014

8.F.

2014-033

Prepared by, record and return to:
Office of the County Attorney
1801 27th St., Vero Beach, FL 32960
Telephone: 772.226.1424

FIFTH AMENDMENT TO FACILITY LEASE AGREEMENT

THIS FIFTH AMENDMENT is entered into as of this 1st day of April, 2014, by and between Indian River County, a political subdivision of the State of Florida ("County") and Verotown, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("Verotown").

WHEREAS, on or about May 1, 2009, the County and MiLB Vero Beach, LLC, a Florida limited liability company ("MiLB"), entered into the Facility Lease Agreement in which the County leased the Facility to MiLB, and granted to MiLB certain management rights with respect to the Facility, for a term of five years ending April 1, 2014 ("Original Lease"); and

WHEREAS, on or about June 1, 2011, the County and MiLB entered into the First Amendment to Facility Lease Agreement ("First Amendment"); and

WHEREAS, on or about January 1, 2012, the County, MiLB and Verotown, entered into the Second Amendment to Facility Lease Agreement, in which, among other things, the rights and obligations of MiLB under the Original Lease and the First Amendment were assigned to Verotown ("Second Amendment"); and

WHEREAS, on or about July 16, 2013, the County and Verotown ("the Parties") entered into the Third Amendment to Facility Lease Agreement, ("Third Amendment") in which, among other things, Verotown exercised its right to renew the lease for an additional five years, and the County agreed to pay for or reimburse Verotown for the actual costs of renovating 67 hotel rooms in an amount not to exceed \$600,000; and

WHEREAS, on or about March 10, 2014, the Parties entered into the Fourth Amendment to Facility Lease Agreement ("Fourth Amendment") in which, among other things, the Parties amended the number of hotel rooms that need to be renovated from 67 to 66 and the County agreed to increase its budget for the referenced renovations from \$600,000 to \$634,000; and

WHEREAS, the County wishes to amend Section 5 of the Fourth Amendment both to increase its budget for renovating the remaining 66 hotel rooms from \$634,000 to \$670,245.22, and to reserve the right to increase and/or decrease its budget by a total \$50,000 in the future for the referenced renovations using change orders approved by the Indian River Board of County Commissioners; and

WHEREAS, the County and Verotown reaffirm their desire to preserve the rich traditions and history of "Dodgertown" and the Facility; and recognize that the benefits to the local community of continuing baseball, athletic, conference and other activities at the Facility are unique and diverse, and include, without limitation, increased economic activity and employment opportunities, increased tourist trade and promotional opportunities, increased

direct and indirect tax revenues, private sector payment of substantial maintenance and operation expenses which would otherwise burden local taxpayers, and other such benefits,

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. Hotel Room Renovations. In Section 5 of the Fourth Amendment, the County agreed to provide up to \$634,000 for renovating 66 of the remaining hotel rooms. Due to a number of unforeseen expenditures, the Parties agree that it is not feasible to conduct the referenced renovations for \$634,000 or less. Therefore, Section 5 of the Fourth Amendment is hereby amended to state that the County shall pay \$670,245.22 for all of the actual costs associated with renovating 66 of the remaining hotel rooms. Should another unforeseen expenditure arise in the future pertaining to the referenced hotel room renovations, the County reserves the right to increase and/or decrease its budget by a total of \$50,000 using change orders that have been approved by the Indian River Board of County Commissioners. All of the other terms and conditions of Section 5 of the Fourth Amendment to Facility Lease Agreement remain in full force and effect.
3. Good Standing - No Violation. The County and Verotown agree that, as of the date of this Fifth Amendment, the Facility Lease Agreement is in good standing and neither party is in breach or violation of the terms and conditions of the Facility Lease Agreement.
4. Conforming Terms. All remaining terms and conditions of the Facility Lease Agreement are hereby conformed to be consistent with the amendments set forth herein.
5. Remaining Terms. All remaining terms and conditions of the Facility Lease Agreement not amended or conformed herein shall remain in full force and effect.
6. Recordation. A copy of this Fifth Amendment shall be recorded on the Public Records of Indian River County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names as of the date set forth above.

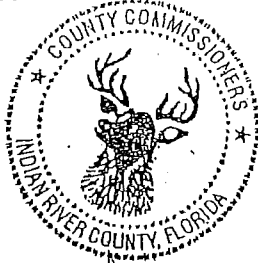
ATTEST: Jeffrey R. Smith,
Clerk of Court and Comptroller

BOARD OF COUNTY COMMISSIONERS,
INDIAN RIVER COUNTY

By: *Yvonne Allen*
Deputy Clerk

By: *Peter O'Bryan*
Peter O'Bryan, Chairman

AFFIX SEAL:



Approved by BCC: April 1, 2014.

Approved:

Approved as to form and legal sufficiency:

By: *Joseph A. Baird*
Joseph A. Baird, Administrator

By: *Dylan Reingold*
Dylan Reingold County Attorney

Signed and delivered in the presence of:

Print name: _____

Print name: _____

VEROTOWN, LLC, a Delaware limited liability company ("Verotown"), by POM Vtown, LLC, a California limited liability corporation, its Manager

By: *Peter O'Malley*
Print Name: Peter O'Malley
Print Title: Manager

STATE OF CALIFORNIA)

) ss:

COUNTY OF LOS ANGELES)

On April 25, 2014, before me, Erin Kelsey Nall, personally appeared Peter O'Malley who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Erin Kelsey Nall (Seal)

Attachment #3 G

Prepared By,
Record and Return to:

Heather J. Encinosa, Esq.
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308

AMENDED AND RESTATED FACILITY LEASE AGREEMENT

This AMENDED AND RESTATED FACILITY LEASE AGREEMENT ("Agreement") is made as of the 2nd day of January, 2019 (the "Effective Date"), by and between Indian River County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and Verotown, LLC, a Delaware corporation, (hereinafter referred to as "Verotown").

RECITALS

A. **WHEREAS**, County and MiLB Vero Beach, LLC, a Florida limited liability company (the "Initial Tenant") entered into that certain Facility Lease Agreement effectively dated May 1, 2009 whereby County leased that certain real property located in Vero Beach, Florida, and known generally as "Dodgertown" (the "Facility") and being more particularly described in Exhibit "A" attached hereto, as further amended by that certain First Amendment to Facility Lease Agreement by and between the County and the Initial Tenant effectively dated June 1, 2011, as further amended by that certain Second Amendment to Facility Lease Agreement by and between the County and Initial Tenant effectively dated January 1, 2012, as further amended by that certain Third Amendment to Facility Lease Agreement by and between County and Verotown effectively dated July 16, 2013, as further amended by that certain Fourth Amendment to Facility Lease Agreement by and between County and Verotown effectively dated January 21, 2014, and as further amended by that certain Fifth Amendment to Facility Lease Agreement by and between County and Verotown effectively dated April 1, 2014 (collectively referred to as the "Initial Lease"); and

B. **WHEREAS**, MLB (as hereinafter defined) enjoys a rich baseball related history, having been formed over a hundred years ago to advance professional baseball; and

C. **WHEREAS**, MLB has or prior to the Effective Date will purchase the membership interest in Verotown; and

D. **WHEREAS**, between 1949 and 2008, the Los Angeles Dodgers (formerly known as the Brooklyn Dodgers) conducted spring training operations and played their spring training home games at the Facility; and

E. **WHEREAS**, the County, MLB and the community in general desire to preserve the rich traditions and history of "Dodgertown" and the Facility and recognize that the benefits to the local community of continuing baseball, athletic and conference operations at the Facility are

unique and diverse, and include; but are not limited to, entertainment for the community, the creation of new jobs and increased employment opportunities, increased tourist trade and promotional opportunities, direct and indirect tax revenues, and the enhancement of the community's image; and

F. **WHEREAS**, because of the aforementioned benefits to the community, the County purchased the Facility in 2000, and has incurred the debt service designed to accommodate the baseball spring training and other associated Facility uses; and

G. **WHEREAS**, in recognition of the commitment made by the County and the community, Verotown desires to conduct baseball, athletic, conference and associated operations, including potentially spring training operations, at the Facility during the Term of this Agreement and to operate, maintain, and manage the Facility in accordance with the terms hereof; and

H. **WHEREAS**, Verotown and the County now desire to amend and restate the Initial Lease in its entirety, so that from and after the Effective Date, this Agreement shall serve as an amendment and restatement of all prior leases, letters, expressions of intent, agreements or understandings, whether oral or written, between the County Verotown and MLB, relating to any portion of the Facility, including, without limitation, the Initial Lease, and all such prior leases, expressions of intent, agreements or understandings, whether oral or written, are hereby null, void and of no further force and effect, and the terms and conditions of this Agreement shall supersede and replace the terms and conditions of all such prior leases, letters, expressions of intent, agreements or understandings, whether oral or written, with respect to the Facility.

COVENANTS

NOW, THEREFORE, in consideration of the foregoing Recitals (which are hereby incorporated into this Agreement) and the mutual promises and covenants set forth below, IT IS AGREED AS FOLLOWS:

ARTICLE I

DEFINITIONS / EXHIBITS

Section 1.01. Exhibits. True and correct copies of all of the exhibits referenced in this Agreement will be initialed by the parties and attached to this Agreement, and such exhibits will thereafter be incorporated into this Agreement by this reference.

Section 1.02. Definitions. The following terms will have the following meanings:

(a) "Agreement" means this Amended and Restated Facility Lease Agreement between Verotown and the County, and all of the attached exhibits.

(b) "Capital Improvements" means any fixed capital expenditure or capital outlay associated with the construction, reconstruction, or improvement of the Facility.

with a life expectancy of five (5) or more years, including by way of example and not limitation capital equipment, which will extend the useful life of the Facility whose cost is in excess of \$1,000 and is reasonably determined by Verotown as necessary for the construction, reconstruction, or improvement of the Facility.

(c) "Capital Reserve Account" means the capital improvement, maintenance, repair and replacement account as defined in Section 8.01, below.

(d) "Capital Reserve Account Agent" means the Clerk of the Circuit Court for Indian River County, Florida.

(e) "Cessation of Use" is defined in Section 10.04, below.

(f) "City" means the City of Vero Beach, Florida.

(g) "City Parking Property" means the real estate subject to the Parking License Agreement.

(h) "County" means Indian River County, Florida, a political subdivision of the State of Florida.

(i) "County Funds" means the funds to be deposited into the Capital Reserve Account by the County.

(j) "County Improvements" means the improvements constructed or to be constructed on the Existing Facilities during the term of this Agreement, as set forth in Section 8.04(a) and (b) hereof.

(k) "Dodgers" means the team owned by the Los Angeles Dodgers, LLC, a Delaware limited liability company and their predecessors, the former users of the Facility, as the context requires.

(l) "Effective Date" means the 2nd day of January 2019, the date upon which this Agreement becomes effective.

(m) "Existing Facilities" means the baseball facilities originally constructed for spring training activities located on the Land as they existed as of the Effective Date, including the spring training baseball stadium known as Holman Stadium (as hereinafter defined), the eighty-nine (89) unit hotel facility, the conference center with meeting and dining rooms, the clubhouse and weight room, indoor batting and pitching cages, baseball administration building, multi-purpose field, four (4) baseball practice fields, four (4) softball practice fields (*i.e.*, the "cloverleaf" fields) and one (1) half baseball practice field.

(n) "Facility" means, collectively, the Land, the Existing Facilities, and, as the context warrants, the County Improvements, the Verotown Improvements, and any

additional improvements constructed on the Land after the Effective Date of this Agreement.

(o) "Facility Parking Property" means those areas contained within the Land that have historically been used for parking in connection with activities and events held at the Facility and other accessible and open areas that are suitable for parking.

(p) "FF&E" means furniture, fixtures, and equipment located at or on the Facility on the Effective Date and initially described in Exhibit "C" hereto, as same may be replaced or substituted during the Term, which replacements and substitutions will be reflected on an updated Exhibit "C" (to be agreed upon by the parties), from time to time.

(q) "Holman Stadium" means the baseball stadium improvements known as Holman Stadium.

(r) "Initial Term" is defined in Section 2.01, below.

(s) "Land" means the real estate upon which the Facility is located, as described in Exhibit "A" attached hereto.

(t) "Lease Year" means a twelve (12) month period commencing on September 1 of any calendar year of the Term hereof and ending on August 31 of the following calendar year; provided, however, that the First Lease Year will commence as of the Effective Date and end on the first August 31st following the Effective Date.

(u) "Maintenance Standards" means the standards of maintenance, repair, and operations maintained by managers of comparable facilities in comparable markets in the State of Florida in accordance with reasonable practices then in use. The County hereby acknowledges and agrees that the manner in which the Existing Facilities were operated and managed by the Dodgers prior to the termination of their lease in 2008 and Minor League Baseball prior to the termination of their lease in 2011 was consistent with or exceeded the standards of maintenance, repair, and operations maintained by managers of comparable facilities in comparable markets in the State of Florida.

(v) "Major League Baseball" or "MLB" shall mean, depending on the context, any or all of (a) the Office of the Commissioner of Baseball (the "BOC"), each other MLB Entity and/or all boards and committees thereof, including, without limitation, the Executive Council, and/or (b) the Major League Clubs acting collectively.

(w) "Major League Baseball Club" or "Major League Club" shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

(x) "Major League Constitution" shall mean 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.

(y) "MLB Entity" shall mean each of the BOC, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., Tickets.com, LLC, Verotown and/or any of their respective present or future affiliates, assigns or successors and collectively referred to herein as the MLB Entities.

(z) "Parking License Agreement" means the agreement entered into as of June 1, 2011 and recorded in Official Records Book 2517, at Page 568 of the Public Records of Indian River County, by and between the County and the City, which, inter alia, governs use rights for the City Parking Property and is attached hereto as Exhibit "B."

(aa) "Price Index" shall mean the Consumer Price Index for all Urban Consumers (1982-1984=100) for the South Region for all items except food and energy, as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics.

(bb) "Price Index Change" shall mean the percentage change between the Price Index in effect as of November 1 of the then-current year as compared to the Price Index in effect as of November 1 of the prior year.

(cc) "Renewal Term" is defined in Section 2.02, below.

(dd) "Repairs or Replacements" means capital repairs or replacements made to the fixtures, structures and/or improvements at the Facility, including the County Improvements and Verotown Improvements upon their completion.

(ee) "Term" means the Initial Term and any Renewal Term.

(ff) "Verotown Events" means any and all events and activities held on the premises of the Land and Facility including, without limitation, sports and non-sports related events and activities, meetings and conferences, whether such events and activities are conducted by the County, Verotown, an MLB Entity or any third party using all or a portion of the Land and/or the Facility with the consent of Verotown.

(gg) "Verotown Improvements" means the improvements constructed or to be constructed on the Existing Facilities or Land during the term of this Agreement, or any extension thereof, as provided in Section 8.05 hereof.

ARTICLE II

TERM / OPTIONS TO RENEW / RENT

Section 2.01. Initial Term. The "Initial Term" of this Agreement will commence on the Effective Date and will expire on August 31, 2029, unless this Agreement is terminated earlier by the parties pursuant to the provisions hereof.

Section 2.02. Renewal Term. For purposes of this Agreement, a "Renewal Term" means a term of five (5) years commencing upon the expiration of the Initial Term or the immediately preceding Renewal Term, if any.

Section 2.03. Option to Renew. Verotown has three (3) successive options to renew this Agreement for a Renewal Term. Verotown shall exercise its right and option for the three (3) successive options for a Renewal Term by serving written notice upon the County of its election to exercise said option at least twelve (12) months before the expiration of the then-current Term. If Verotown fails to provide such notice within the aforementioned time, then Verotown's right and option to renew will continue in full force until the County notifies Verotown in writing that the renewal notice has not been received and Verotown fails to exercise its renewal rights within sixty (60) days after receipt of the County's notice since, it being the intention of the parties that Verotown will not lose any renewal right through inadvertence. Each Renewal Term will be upon the same terms and conditions as the Initial Term.

Section 2.04. Rent. Verotown shall pay to the County the sum of One Dollar (\$1.00) per Lease Year as rent payable in advance. Receipt of such rent by the County is hereby acknowledged.

ARTICLE III

VEROTOWN'S USE OF THE FACILITY

Section 3.01. Lease and Grant of Management Rights with Respect to the Facility. The County hereby leases to Verotown, and Verotown hereby leases from the County, the Facility and the FF&E. Except as otherwise provided in this Agreement, Verotown has the exclusive right and obligation to use, manage, and operate the Facility at its sole discretion in accordance with the terms and purposes of this Agreement. Verotown covenants to use the Facility in accordance with Section 5.01 hereof. During the Term, the County shall not lease to or grant to any person other than Verotown, the right to use, manage, or operate the Facility, subject to the provisions of Section 6.04 below. The parties acknowledge and agree that, as of the Effective Date, the County is actively pursuing the acquisition of parcels adjacent to the Facility, including that certain parcel upon which Dodger Road is located (the "Parcel"). In the event the County acquires the Parcel, the County will grant Verotown and its employees, guests, invitees, contractors, agents and affiliates the right at all times during the Term and any Renewal Term to use Dodger Road. If the County fails to acquire the Parcel and Verotown is thereafter prevented from using and accessing Dodger Road, the County agrees to promptly pursue any and all action, at the County's sole cost and expense, necessary to establish access and use of Dodger Road,

prescriptive or otherwise, which rights shall run with the Land and inure to the benefit of the County and Verotown.

Section 3.02. Verotown's Rights and Obligations. Except as specifically provided in this Agreement, Verotown is exclusively responsible for managing, operating, and maintaining the Facility at its sole discretion and expense (subject to any eligible reimbursement as set forth in this Agreement) during the Term in accordance with the Maintenance Standards. Verotown shall not cause, permit, or suffer any waste or damage, disfigurement, or injury to the Facility or the fixtures or equipment thereon, with the exception of reasonable wear and tear, loss or damage by fire, natural catastrophe, or other casualty, or condemnation. The County shall not remove any FF&E from the Facility and Verotown has the right, during the Term, to use all FF&E in place prior to or after the Effective Date. In addition to the FF&E provided by the County, and to satisfy the Maintenance Standards, Verotown shall provide certain equipment to be kept at the Facility to assist with its efforts to maintain the Facilities (the "Verotown Equipment"). If required to comply with the Maintenance Standard, Verotown shall be responsible for the replacement of the FF&E and Verotown Equipment subject to normal wear and tear (subject to any eligible reimbursement as set forth in this Agreement) during the Term. During the Term, Verotown has, but is not limited to, the following rights, responsibilities, and obligations in connection with the Facility:

(a) At its sole discretion, control the scheduling and use of the Facility as a publicly operated, athletic, entertainment and conference facility for all baseball and non-baseball events, including potential MLB spring training events;

(b) Perform all maintenance of the Facility, including by providing all of the labor and materials required to keep the Facility clean and free of debris and by repairing, maintaining, and replacing all components of the Facility consistent with the Maintenance Standards;

(c) Except as otherwise provided in this Agreement, maintain the Facility, including, but not limited to, the parking lots at the Facility, the structural portions of the Facility, the foundation of the Facility, the exterior structural walls of the Facility, all electrical, plumbing, heating, ventilating, air conditioning, mechanical and utility systems for the Facility (beginning at the point where they are stubbed out to the Facility) or any portion thereof, including any portion located in the Facility, in good order, condition, and repair, in a clean, sanitary, and safe condition, and in accordance with all applicable laws and regulations;

(d) Except as otherwise provided in this Agreement, provide all security, crowd control, maintenance, cleaning, landscaping and other personnel or independent contractors required for the proper maintenance and operation of the Facility consistent with the Maintenance Standards;

(e) All of the costs associated with the obligations set forth in this Section 3.02 that exceed the annual contribution of the County as set forth in Section 8.01 of this Agreement shall be performed by Verotown at its sole cost and expense.

(f) Obtain and maintain the insurance further described in Section 14.05, which shall list the County as an additional insured for any policies relating to Verotown's use and operation of the Facility.

(g) Set rates and charges for the use of the Facility by third parties;

(h) Advertise and promote all baseball and non-baseball events conducted at the Facility, such advertising and promotion to mention or identify the County and/or the City to the extent practicable (Verotown understands the importance of promoting the County and the City and their image and desire and agree to assist in such regard);

(i) Select and employ all concessionaires, licensees and other contractors with respect to the Facility, including, but not limited to, its parking lots, concession areas, and advertising space; and

(j) Enter into lawful contracts in Verotown's name relating to any and all of the foregoing upon terms and conditions which are consistent with the Maintenance Standards and the terms of this Agreement.

Section 3.03. Event Control. Verotown has the right, at its sole discretion, to cancel or postpone any event to be held at the Facility.

Section 3.04. Books and Records. Verotown and the County acknowledge that certain information and data relating to this Agreement may be public records in accordance with Chapter 119, Florida Statutes. Verotown agrees that it will implement policies and procedures to maintain, produce, secure, retain, and transfer public records in accordance with applicable laws, and regulations, including Sec. 119.0701, Florida Statutes. Verotown agrees to provide the County with a copy of all requested public records or to allow any public records to be inspected or copied within a reasonable time. Verotown agrees to charge any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, for locating and producing public records during the term of this Agreement. Upon the expiration of this Agreement, Verotown shall transfer, at no cost, to the County all public records in the possession of Verotown or keep and maintain any public records required by the County. If Verotown transfers all public records to the County upon the expiration of this Agreement, then Verotown shall destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. If Verotown keeps and maintains public records upon the expiration of this Agreement, then it will meet all applicable requirements for maintaining any public records. All records stored electronically must be provided to the County upon request in a format that is compatible with the information technology systems of the County. Nothing in this Section 3.04 is intended to suggest that all records related to the Facility would be public records or that this Agreement is subject to Section 119.0701, Florida Statutes. Verotown and the County shall cooperate to ensure that any records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement.

IF VEROTOWN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VEROTOWN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, VEROTOWN SHOULD CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS: SANDY WRIGHT, BY TELEPHONE 772-226-1424, EMAIL PUBLICRECORDS@IRCGOV.COM OR MAIL 1801 27th STREET, UPSTAIRS, BUILDING A, VERO BEACH, FLORIDA 32960.

ARTICLE IV

MAINTENANCE RESPONSIBILITIES

Section 4.01. Verotown's Rights and Obligations. During the Term, Verotown shall be responsible for the repair, operation, and maintenance of the Facility, and has, but is not limited to, the rights, responsibilities and obligations specified in Sections 4.02 through 4.05 below.

Section 4.02. Maintenance. From the Capital Reserve Account and, upon depletion of funds from that Account, from its own funds, Verotown shall construct and pay for any repairs, replacement and improvements for the Facility as are required:

- (a) To satisfy the Maintenance Standards;
- (b) To comply with all applicable laws, ordinances and regulations, including, but not limited to the requirements of the Americans with Disabilities Act of 1990 ("ADA") any amendments thereto, including Title II, Structural and Title III, Programmatic Accessibility Standards as well as any future additions; and
- (c) To meet the standards and regulations of Major League Baseball.

In connection with the foregoing, the County hereby represents to the best of its knowledge to Verotown that, as of the Effective Date, it is unaware of any violations of state or county laws, rules, or regulations, or any ADA violations at the Facility. The County and Verotown hereby recognize that major renovations to the Facility may require that any legally compliant or grandfathered uses be brought up to current code and regulatory requirements and the County agrees cooperate with Verotown's efforts in connection therewith.

Section 4.03. Operation. Verotown shall provide and pay for, solely from funds of Verotown or the Capital Reserve Account if appropriate, all costs and expenses required for the operation and maintenance of the Facility which are not, by the terms of this Agreement, specifically required to be provided and paid for by the County, including, but not limited to, all personnel (including supervisory staff), labor, equipment, utilities, and materials. All expenditures from the Capital Reserve Account will be in accordance with Article VIII hereof. Subject to any cost reimbursement provided in Section 6.04 below, costs for which Verotown is responsible will include, but not be limited to, taxes, gas, electricity, internet services, telephone,

water, sewer, storm water, solid waste, and other utilities related to operation of the Facility, and production of all events taking place at the Facility.

Section 4.04. Taxes. As stated above, Verotown shall pay all taxes and non-ad valorem or special assessments associated with the lease and operation of the Facility except the County shall be responsible for ad valorem real property taxes, if any, imposed on the Facility. As of the Effective Date, and other than what is set forth on Exhibit "F", the County is not aware of any other special assessments applicable to the Facility or the Land, including but not limited to obligations associated with special districts, neighborhood improvement districts, Municipal Service Taxing Unit/Benefit Unit (MSTU/BU) or community development districts.

Section 4.05. Liaison. Verotown shall name a person to be the liaison to work with the County with respect to coordinating the mutual responsibilities of Verotown and the County. Verotown hereby designates Chris Haydock as the liaison unless and until a new person is designed in writing by Verotown.

Section 4.06. Limitations. Verotown's rights and obligations under this Agreement are subject to the following additional limitations:

(a) No contract entered into pursuant to this Agreement may impair any right of the County hereunder.

(b) Verotown shall not, without the County's consent, enter into any contract extending beyond the expiration date of the Term, as the Term is defined when any such contract is executed by Verotown.

(c) Verotown shall take no action which may result in the attachment of a lien or cloud on the County's interest in or title to the Land, the Facility, the FF&E, or any other real or personal property purchased or paid for with funds provided by the County. If, as a result of Verotown's actions, a lien or cloud is attached to the County's interest or title to the Land, the Facility, the FF&E, or any other real or personal property purchased or paid for with funds provided by the County, Verotown shall immediately take all reasonable and necessary steps to remove such lien or cloud.

(d) Verotown shall not knowingly occupy or use the Facility for any purpose or in any manner that is unlawful.

(e) Within the policies and standards set by the County pursuant to this Agreement, Verotown shall function as an independent contractor in fulfilling the duties required by this Agreement. All staff required by Verotown to accomplish its obligations under this Agreement shall be employees and/or independent contractors of Verotown or an MLB Entity and not the County.

(f) Subject to the County's representations described in Sections 4.02 above, Verotown takes the Facility "as is", both as of the Effective Date and upon completion of

any County Improvements and Verotown Improvements in accordance with the terms hereof, with no other warranty from the County as to condition.

(g) Verotown shall repair, replace, provide and maintain, at its expense, all equipment necessary to perform its responsibilities hereunder; and such equipment will at all times be deemed to be included as a part of the FF&E and run with and be a part of the Facility; provided, however, upon the termination of this Agreement, any Verotown Equipment (exclusive of fixtures) which has been purchased and paid for by Verotown with funds other than the funds provided by the County, may be identified and removed by Verotown upon notice to the County.

(h) Except as may be provided in this Agreement, Verotown shall not undertake any Capital Improvements to the Facility without the permission of the County, which permission shall, when not otherwise governed by this Agreement, not be unreasonably withheld, unreasonably conditioned or unreasonably delayed.

(i) If the County reasonably believes that Verotown's failure to comply with any of its obligations under this Agreement involves a "life safety issue," as defined below, the County shall immediately notify Verotown in writing and shall have an immediate right to correct the life safety issue. The reasonable and necessary costs and expenses incurred by the County in correcting the life safety issue will be due and payable by Verotown to the County first through funds in the Capital Reserve Account, and, if the funds in the Capital Reserve Account are insufficient to cover such costs and expenses, second through written demand to Verotown, which shall be paid within thirty (30) days after submission of the written demand by the County to Verotown. If such amount is not paid when due, it will bear interest at the prime rate published by the *Wall Street Journal* from time to time from the date that Verotown received the County's statement until the date payment is made. For purposes of this Agreement, a "life safety issue" means a situation which imposes an immediate threat of bodily harm or death to any users or occupants of the Facility.

(j) Except as otherwise expressly authorized in this Agreement, Verotown shall not construct any additional buildings or structures on any portion of the Facility, or make any structural or exterior changes to the Facility, without the prior written approval of the County, which approval will not be unreasonably withheld, unreasonably conditioned or unreasonably delayed. Verotown shall not make major alterations or modifications to the Facility without the prior written approval of the County, which approval will not be unreasonably withheld, unreasonably conditioned or unreasonably delayed. All such permanent improvements, alterations, or additions placed on the Facility by Verotown will be conveyed by Verotown to the County by a quit-claim deed upon the completion of such improvements, alterations or additions.

(k) On or before the expiration date of this Agreement, or its earlier termination as provided herein, Verotown shall remove all of its personal goods and effects including any equipment (exclusive of fixtures and FF&E) which have been purchased or paid for by Verotown with funds other than funds provided by the County,

repair any damage caused by such removal, and surrender and deliver the Facility (together with any and all required and existing FF&E) in an "as is" condition. Any personal property or effects not removed within thirty (30) days after the expiration date of this Agreement or its earlier termination as provided herein will be deemed to have been abandoned by Verotown, and may be retained or disposed of by the County, in its sole discretion, in accordance with applicable law.

(l) Upon the expiration or earlier termination of this Agreement, Verotown shall return to the County the Facility and all the then existing FF&E, together with any other real or personal property purchased or paid for with funds provided by the County, free and clear of any contractual obligations or other legal encumbrances granted by Verotown, except for utility easements and other encumbrances necessary for the maintenance and operation of the Facility. If requested by the County following expiration or earlier termination of this Agreement, Verotown shall provide an unqualified quit claim deed or bill of sale for any real or personal property associated with this Agreement, including the then existing FF&E, or any other real or personal property purchased or paid for with funds provided by the County, any abandoned property, or the Facility.

(m) Neither the County nor Verotown will knowingly use the Facility for the manufacture or storage of flammable, explosive or Hazardous Materials (as defined below), except for Hazardous Materials typically found for use or sale in retail stores, including supermarkets and dry-cleaning stores, and/or typically found for use in comparable spring training facilities. For purposes of this Agreement, "Hazardous Materials" means any contaminant, chemical, waste, irritant petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyls, asbestos, hazardous toxic substance, material or waste of any kind, or any other substance that any environmental law regulates. "Hazardous Materials" includes, but is not limited to, substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 39 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; all applicable state and local laws; and in the regulations adopted and publications promulgated pursuant to said laws or any amendments or addenda thereto. The County will, at the County's sole cost and expense, be responsible for performing any removal, remediation, cleanup or restoration required as a result of (i) the existence of any Hazardous Materials on the Facility as of the Effective Date required to be removed, remediated, cleaned up or restored by order of any federal, state, or local agency, and (ii) the release of any Hazardous Materials existing on the Facility as of the Effective Date; provided that the County will not be responsible for performing any removal, remediation, cleanup or restoration for any Hazardous Materials existing on the Facility as of the Effective Date that are known or become known to Verotown and negligently or intentionally released by Verotown. As of the Effective Date, the County hereby represents that it has no knowledge of any Hazardous Materials existing on the Land or the Facility. Verotown will, at Verotown's sole cost and expense, be responsible for performing any removal,

remediation, cleanup or restoration required as a result of (i) any Hazardous Materials introduced by Verotown on the Facility after the Effective Date and during the Initial Term and any Renewal Term, and (ii) any Hazardous Materials existing on the Facility as of the Effective Date that are known or become known to Verotown and negligently or intentionally released by Verotown. In the event that any Hazardous Materials are discovered on the Facility after the Effective Date, the discovering party shall promptly provide written notification to the other party of the Hazardous Materials and their location.

(n) If Verotown pays the rent and complies with all other terms of this Agreement, Verotown may occupy and enjoy the premises of the Facility for the full Term and any renewals thereof, subject to the provisions of this Agreement.

ARTICLE V

OPERATIONAL COVENANT

Section 5.01. Verotown Activities. Except if Verotown is prevented from doing so by any of the events described in Article XV, below, Verotown shall, each Lease Year during the Initial Term and any Renewal Term, use the Facility for the promotion of baseball and related activities, including, but not limited to, baseball, athletic, and non-athletic conference operations, training of umpires, and promoting the playing of baseball internationally. Except for periods of time where events are not normally scheduled, periods of active maintenance or renovations to the Facility and any casualty or Force Majeure Event (as hereinafter defined), Verotown shall maintain, operate and hold the Facility open for business during ordinary and customary business hours throughout the Term in accordance with the terms and provisions of this Agreement.

Section 5.02. Rules and Regulations. Verotown shall comply with all applicable laws, ordinances, rules and regulations, including, but not limited to, the rules, regulations, directives, orders, bulletins, or agreements of the County.

Section 5.03. Spring Training and Other Major League Baseball Activities. Verotown acknowledges the community's desire to host, and agrees to promote the use of the Facility for, MLB spring training activities and game events. Verotown agrees to negotiate with any Major League Club expressing an interest in conducting spring training activities or game events at the Facility and will use its best efforts to enter into a user agreement on such terms and conditions as Verotown deems commercially reasonable or feasible; provided, however, that the failure to do so shall not be considered a Default by Verotown hereunder. Any such use by a Major League Club requires prompt review and approval by the County Administrator, which will not be unreasonably withheld, unreasonably conditioned or unreasonably delayed. In the event such approval is not timely forthcoming or otherwise withheld, Verotown may seek approval from the County Commission.

ARTICLE VI

COUNTY'S USE OF THE FACILITY; PARKING AGREEMENT

Section 6.01. Right of Entry. During the Term, the County has the right to enter into and upon any and all parts of the Facility for the purpose of examining the same with respect to the obligations of the parties under this Agreement upon two (2) days prior written notice to Verotown (or without prior notice in the event of a "life safety issue" as defined in Section 4.06(j), above, but with immediate notice thereafter).

Section 6.02. Advertising and Promotion. If, during the Term, Verotown has any unsold advertising display space (e.g., billboards, outfield signs, etc.) at the Facility, then, subject to Verotown's prior reasonable approval and subject to there being no conflict as to the content, design, frequency of display, and placement of any such advertisements or promotional materials, the County will be permitted to have advertisements or other promotional materials and information for the County and/or the City displayed at the Facility in such unsold advertising display space without charge or reimbursement. Nothing contained in this Agreement requires Verotown to remove or substitute any paid advertisement or promotional materials displayed at the Facility in favor of the County's and/or the City's advertisements or promotional materials, and all revenue-producing advertisers obtained by Verotown will have priority of use over such advertising display space. In addition, nothing contained in this Agreement requires Verotown to create new advertising display space or to increase the amount advertising display space, nor will Verotown be prohibited or restricted from decreasing the amount advertising display space at the Facility.

Section 6.03. Right to Use the Facility. In addition to all of the rights specifically granted to Verotown in this Agreement, Verotown has the right to use the Facility in any manner and/or for any lawful purpose that Verotown deems appropriate in the exercise of its sole and absolute discretion, subject to the terms of this Agreement.

Section 6.04. The County's Use of Holman Stadium and the Practice Fields. The County has the right to use Holman Stadium and/or the practice fields, for a total of twelve (12) days, which use shall include: up to two (2) days per Lease Year for education, entertainment and community enrichment purposes; nine (9) days per Lease Year for the community's annual "Harvest Festival"; and one (1) day per Lease Year for the Jackie Robinson Game, at no charge to the County (other than reimbursing Verotown for any operating expenses incurred by Verotown as a result of the County's use of Holman Stadium and/or the practice fields). The dates during which the County may use Holman Stadium and/or the practice fields will be selected by mutual agreement of the parties; provided that, if the parties cannot agree on the dates, Verotown's reasonable selection of dates will be final and controlling. Provided, however, Verotown will defer to the County and cooperate in scheduling and making the Facility available for the community's annual "Harvest Festival." The Harvest Festival will occur for four (4) days from Thursday to Sunday in the week prior to Thanksgiving each year with the remaining five (5) days set aside for the Harvest Festival to be provided before and after the event for set-up and take-down. The parties recognize that Verotown or any other MLB Entity may, at any time, also host an event celebrating Jackie Robinson and any such event would take priority over a County scheduled event, except for the Harvest Festival. The County may use Holman Stadium and/or the practice fields only for functions which do not directly compete with revenue-generating events and shall not create any conflicts with sponsorships which have been otherwise

arranged by Verotown or any other MLB Entity. Moreover, the County's use of Holman Stadium and/or the practice fields must not interfere in any way with Verotown's use and quiet enjoyment of the Facility. The County will not use or authorize the use of Holman Stadium and/or the practice fields in any manner which would have a material detrimental impact on Holman Stadium and/or the practice fields, and the County will be and remain solely responsible for any damage or destruction to Holman Stadium and/or the practice fields by the County or its assignee. The County, or its assignee, is entitled to retain the revenues from ticket sales for its events, and concessions sold during the events when Holman Stadium and/or the practice fields are utilized by the County; provided, however, that although Verotown covenants to cooperate with the County in such endeavors, Verotown will not be required to provide concession management services and/or any other related services during any County event. In all cases, Verotown will be reimbursed by the County for any operating costs and expenses incurred by Verotown as a result of the County's use of Holman Stadium and/or the practice fields, including, but not limited to, the cost of any parking attendants, ticket takers, security personnel, clean-up crews, pro-rata utility cost, and the like provided by Verotown. Prior to using Holman Stadium and/or the practice fields as provided herein, the County shall cause Verotown to be named as an additional insured on the County's general liability insurance policy and shall deliver to Verotown a certificate of insurance which verifies the existence of the policy and the fact that Verotown is named as an additional insured.

Section 6.05. Parking.

(a) The City Parking Property is owned by the City, subject to the terms and conditions of the Parking License Agreement, and the Facility Parking Property is owned by the County. Verotown has the right to use the City Parking Property for Verotown Events in accordance with the terms and conditions of the Parking License Agreement.

(b) Verotown and the County acknowledge that the right to use the City Parking Property for Verotown Events could be terminated by the City in accordance with the terms and conditions of the Parking License Agreement. In such event, Verotown and the County agree that the Facility Parking Property shall be available to Verotown at all times during the Initial Term and any Renewal Term be used for parking purposes relating to its use and operation of the Facility. For Verotown Events that take place in Holman Stadium where parking demands exceed capacity of the Facility Parking Property, upon thirty (30) days prior written notice, the County will provide two thousand (2,000) parking spaces for the designated Verotown Event at no additional cost to Verotown; provided, however that no athletic fields shall be used towards the additional parking spaces. The County acknowledges that for certain potential Verotown Events, it may not be practicable for Verotown to provide thirty (30) days prior written notice of the need for additional parking capacity. In such event, Verotown shall notify the County of its need for additional parking as soon as reasonably practicable and the County shall use its best efforts to accommodate Verotown's request, with the understanding that Verotown may not be able to host a Verotown Event at the Facility unless the County can provide adequate additional parking at an acceptable location to Verotown within the shorter time frame provided by Verotown. Unless the Facility is being utilized as an emergency staging area pursuant to section 6.06, the County acknowledges and agrees

that neither the County nor its guests or invitees shall be permitted to utilize the baseball and/or athletic fields at the Facility for parking purposes during the Initial Term or any Renewal Term.

(c) Upon expiration or termination of this Agreement, all rights of Verotown to use the City Parking Property or the Facility Parking Property for all purposes shall terminate.

Section 6.06. Emergency Staging Area. As a mutual benefit to the County and Verotown, during the Term, Verotown agrees to provide the Facility as a staging area for responsive emergency personnel and equipment, for natural disaster preparations, response, and potential shelter. Notwithstanding anything to the contrary, neither the County nor the public may use the Holman Stadium field. In the event the County uses the Facility as an emergency staging area, the County agrees to diligently employ its best efforts to completely remove all disaster/hurricane-related debris and materials from the Facility as soon as reasonably practical and not later than fourteen (14) days after any emergency or use for the purpose of this Section. Further, the County is responsible for all damage, clean-up, repairs and costs and expenses in connection with the use of the Facility, and the County shall promptly clean up, repair and restore the Facility, all at no cost or liability to Verotown. Notwithstanding anything in this Agreement to the contrary, the County is responsible for any liability arising out of or in connection with the County's or the public's use of the Facility pursuant to this Section 6.06, and the County agrees not to hold Verotown responsible, and thus Verotown will be held harmless, for such use of the Facility by the County or the public or its failure to timely remove all disaster/hurricane-related debris and material from the Facility after any emergency or use for the purposes of this Section. The County agrees to use its best efforts to seek "facilities hardening" funds and/or other funds available for natural disasters from the State and/or Federal government and to apply such funds for the sole and the exclusive use of the Facility. In the event the County receives Federal Emergency Management Agency ("FEMA") proceeds or other funds for damage to or destruction of the Facility, the County agrees to promptly apply such FEMA proceeds or other funds towards the cleanup, repair, restoration, construction or reconstruction of the Facility. To the extent that the County utilizes the Facility for sheltering, the County is responsible for any shelter requirements and all costs associated therewith.

ARTICLE VII

REVENUES

Section 7.01. Revenues. During the Term, Verotown shall control, collect, receive, and retain all revenues generated by any means at or in connection with the Facility, including, but not limited to, all revenues from ticket sales, food and beverage sales, merchandise sales, concessions and products sales, novelties, parking, telecast and broadcast rights, pouring rights, advertising, sponsorship, promotional and signage rights, permitted Facility naming, affiliation, and or sponsorship rights, and any other revenues derived or generated in connection with baseball and non-baseball events held at the Facility (exclusive of any County use events). Verotown may allocate the revenues generated by any means at or in connection with the

Facility in its sole discretion, so long as the Facility maintenance, Repairs or Replacements, and the Verotown Improvements are provided in accordance with this Agreement.

Section 7.02. Rebranding; Naming Rights. At all times during the Term, neither the County nor Verotown has the right to sell naming rights to Holman Stadium; and neither the County nor Verotown shall change the name of Holman Stadium. Verotown has the sole and absolute right, upon prior written notice to the County but without the prior review and consent of the County to designate the name of any other portion of the Facility provided such name change relates to MLB, an MLB Entity or baseball, including, without limitation, any such topic, entity or individual related thereto. Otherwise, Verotown shall not change the name of any other portion of the Facility without the prior review and consent of the County, which consent will not be unreasonably withheld, unreasonably conditioned or unreasonably delayed. The County represents to Verotown that it does not hold or possess any rights to the use of the name "Dodgertown" or other intellectual property owned or licensed by MLB nor does the County have the authority to authorize such use.

ARTICLE VIII

CAPITAL IMPROVEMENTS, MAINTENANCE AND REPAIRS OR REPLACEMENTS

Section 8.01. Capital Reserve Account. During the Initial Term and any Renewal Term, the County shall establish, fund, and maintain a trust account with a depository (the "Capital Reserve Account") in which County Funds shall be deposited in accordance with the provisions set forth in Section 8.02 below. All funds in the Capital Reserve Account will be County Funds. All withdrawals from the Capital Reserve Account will require the co-signature of the County Administrator or his designee. The Capital Reserve Account will be used by or on behalf of Verotown in making Repairs or Replacements to the Facility, facility maintenance, and Verotown Improvements to the extent reimbursement is authorized pursuant to section 8.05 hereof. Verotown shall consult with the County with respect to any expenditure from the Capital Reserve Account and any such expenditure will be subject to the approval of the County, which approval will not be unreasonably withheld, unreasonably conditioned or unreasonably delayed and will be granted in accordance with the provisions set forth in Section 8.03 below. Any amounts remaining in the Capital Reserve Account at the expiration of the then-current Term shall carry forward to the next Term. Any amounts remaining in the Capital Reserve Account after the application of any reimbursement as provided herein at the expiration or earlier termination of this Agreement will be paid to the County. Verotown is solely responsible for the cost of any Capital Improvements, Repairs or Replacements, or Facility maintenance which exceeds the funds available pursuant to the Capital Reserve Account and any applicable available insurance proceeds.

Section 8.02. Contributions to the Capital Reserve Account. On the Effective Date, or such later date as may be mutually agreed to by the parties, the County shall deposit into the Capital Reserve Account the sum of Eight Hundred Thousand and No/100 Dollars (\$800,000.00). In Lease Years two through five of the Initial Term, annually on or before September 1 the County shall deposit into the Capital Reserve Account a total annual contribution of Eight Hundred Thousand and No/100 Dollars (\$800,000.00). In Lease Year six

and continuing through the last year of the third Renewal Term (if such Renewal Terms are exercised), annually on or before September 1 the County shall deposit into the Capital Reserve Account a total annual contribution of Four Hundred Thousand and No/100 Dollars (\$400,000.00), as adjusted pursuant to paragraph (b) below. For the avoidance of doubt, there shall be a total of eleven (11) annual contributions to the Capital Reserve Account made by the County during the Initial Term.

(a) County Funds in the Capital Reserve Account will be available to fund Capital Improvements, Repairs or Replacements and Verotown Improvements to the extent reimbursement is authorized pursuant to Section 8.05 hereof, and up to Two Hundred Thousand and No/100 Dollars (\$200,000.00) in any Lease Year (subject to increase or adjustment in Lease Year seven and beyond as set forth in subsection (b)) may be used to fund Facility maintenance (the "Maintenance Allocation"). County Funds in the Capital Reserve Account may also be used to reimburse Verotown for capital or maintenance expenses (subject to the annual Maintenance Allocation limitation above) incurred by Verotown in excess of the County contributions in any prior year (e.g., expenses incurred by Verotown above Eight Hundred Thousand and No/100 Dollars (\$800,000.00) in Lease Year one may be applied to the Lease Year two contribution and beyond). Unused funds from one Lease Year shall carry over to successive Lease Years (e.g., if Verotown incurs expenses below Eight Hundred Thousand and No/100 Dollars (\$800,000.00) in Lease Year one, the remaining amount, and any portion thereof attributable to the Maintenance Allocation, shall be applied to any capital or maintenance expenses incurred in Lease Year two and beyond).

(b) Beginning in Lease Year seven and continuing through the last year of the Third Renewal Term, the County's annual contribution to the Capital Reserve Fund shall be annually adjusted by the Price Index Change, and fifty percent (50%) of such adjusted portion shall be allocated towards maintenance expenses. In the event the Price Index Change would cause a reduction in the County's annual contribution from the amount required in the prior Lease Year, the amount of the annual contribution made by the County will remain the same as the amount required in the prior Lease Year, but the monetary amount by which the annual contribution should have been reduced will, until eliminated, be credited against future increases in the County's annual contribution to the Capital Reserve Account required by the Price Index Change. For example, if in Lease Year seven the Price Index Change would result in a \$20,000 reduction to the County's annual contribution, the County will make the same \$400,000 contribution to the Capital Reserve Account as it made in Lease Year six; however, if in Lease Year eight, or any subsequent Lease Year, the Price Index Change would result in a \$40,000 increase, then the County will first apply the \$20,000 credit, resulting in a net increase of only \$20,000 in Lease Year eight.

Section 8.03. Disbursement of Capital Reserve Account Funds. County Funds on deposit in the Capital Reserve Account will be disbursed by the Capital Reserve Account Agent solely upon fulfillment of the following conditions:

(a) Subject to there not being an event set forth in paragraph (b) of this Section 8.03, upon submission of a valid Requisition Request in the form attached as Exhibit "D," the Capital Reserve Account Agent is authorized and directed to pay to the payee designated in such Requisition Request the amount designated for such payment from amounts on deposit in the Capital Reserve Account. Requisition Requests shall be paid in accordance with the Florida Prompt Payment Act. The County and Verotown shall coordinate in good faith to promptly true up any reimbursements described in Section 8.02(a) that may carry forward from one Lease Year to successive Lease Years.

(b) Upon notice from the County, to be promptly confirmed in writing, that a Default by Verotown has occurred under this Agreement past any applicable notice and cure period and the County has terminated this Agreement, or that this Agreement has otherwise terminated, moneys on deposit in the Capital Reserve Account shall be held by the Capital Reserve Account Agent for the exclusive benefit of the County and disbursed to the County in accordance with written instructions from the County Administrator or his/her designee.

(c) Upon notice from Verotown, to be promptly confirmed in writing, that a Default by the County has occurred under this Agreement past any applicable notice and cure period, that Verotown has terminated this Agreement, and that Verotown has pending, valid Requisition Requests, then moneys currently on deposit in the Capital Reserve Account shall be disbursed to Verotown up to the amount of the pending, valid Requisition Requests. In addition to the foregoing and subject to the limitations on reimbursements set forth in Section 8.05(b) of this Agreement, upon the submission of a valid Requisition Request for expenses incurred prior to termination, the County shall pay to Verotown in accordance with the schedule of County contributions to the Capital Reserve Account in Section 8.02, any additional sums required to reimburse Verotown for capital expenses or maintenance incurred by Verotown in excess of the County contributions for any prior Lease Year, in an amount not to exceed (i) Twelve Million Four Hundred Thousand Dollars (\$12,400,000) (as adjusted by Price Index Change for any portion attributable to payments for Lease Year seven and thereafter in accordance with Section 8.02(b)), less (ii) any contributions already made by the County pursuant to Section 8.02. In no event shall the County's total reimbursements to Verotown exceed the amounts set forth in Section 8.02 of this Agreement. Verotown shall use best efforts to cause its contractors to complete any projects where the contractors have been paid for work not yet completed as of the termination date, and the County shall permit Verotown and its contractors to access the Facility after such termination in connection therewith. Further, Verotown will reasonably pursue any remedies available to it under such construction contract at the County's sole cost and expense or assign the construction contract to the County if assignable.

(d) In the event that Verotown should terminate this Agreement for convenience pursuant to Section 10.05 or this Agreement should expire at the end of the Initial Term or any Renewal Term, then after payment of any pending, valid Requisition Requests (up to the amount of moneys that the County was required to fund and deposit in the Capital Reserve Account as of the date of such termination), all moneys on deposit

in the Capital Reserve Account shall be held by the Capital Reserve Account Agent for the exclusive benefit of the County and disbursed to the County in accordance with written instructions from the County Administrator or his/her designee.

(e) Upon the County's written request therefor, Verotown will provide a summary of Capital Improvements projected to occur at the Facility within the twelve (12) month period after such written request.

(f) The terms of this Section 8.03 shall survive the expiration or termination of this Agreement.

Section 8.04. County Improvements.

(a) The County, at its expense, will complete, to both parties' reasonable satisfaction, the following County Improvements within three (3) years from the Effective Date:

1. removal and replacement of the first base concession stand at Holman Stadium with a like facility;
2. removal and replacement of the third base concession stand at Holman Stadium with a like facility;
3. removal and replacement of the press box area of the main concession stand at Holman Stadium with a like facility;
4. to the extent jointly identified by the parties on or before August 31, 2019, any mold remediation needed in the Existing Facility; and
5. at the County's sole discretion, it may either remove and replace or demolish the TV platforms at Holman Stadium and, if demolished, upon thirty (30) days prior written notice from Verotown, the County shall provide up to two (2) camera lifts in locations to be determined by Verotown during the Initial Term and any Renewal Terms at the County's expense for use at Verotown Events at Holman Stadium for up to twenty-five (25) days each calendar year.

(b) The County hereby finds that it is in the best interest of the County and its citizens to waive the requirements for bids pursuant to the process defined by Indian River County ordinance and hereby contracts with Verotown, as the lessee pursuant to this Agreement, to oversee and manage the County Improvements consisting of the roofing repair or replacement projects on the following buildings within the Existing Facility (collectively, the "Buildings"), identified in Exhibit "A":

1. Vero Beach Dodger Office (Ticket Office, Locker Rooms, Gift Shop);

2. Executive Building;
3. Conference Center;
4. Alston, Koufax and Campanella Buildings;
5. Sleeping Rooms; and
6. Spring Training Building.

(c) The parties will jointly determine whether repairs or total replacements of the roofs identified in paragraph (b) above for a like roof are required to address safety and use concerns. If the County and Verotown disagree on the necessity of certain repairs or total replacement, a licensed roofing contractor (selected in accordance with below provision) recommendation regarding any such repairs or total replacement shall control and be binding upon the parties. The cost of any such licensed roofing contractor to provide a recommendation shall be split equally between the County and Verotown. Any licensed roofing contractor retained to provide this binding recommendation shall be ineligible to perform any of the roofing projects identified in paragraph (b) above. The County will be responsible for all costs associated with the roofing repairs or replacements listed in paragraph (b) above, including any cost overruns. The County shall have final approval of the licensed roofing contractor(s) procured by Verotown, the estimated costs and the scope for each project, which approval will not be unreasonably withheld, unreasonably conditioned or unreasonably delayed.

(d) Verotown shall use commercially reasonable efforts to complete the roofing repairs or replacements within one (1) year of the Effective Date of this Agreement; provided, however that the failure to complete the work within such one (1) year period shall not be considered a Verotown Default hereunder. In the event Verotown does not complete the work within such one (1) year period, the County's sole remedy shall be to undertake the work on Verotown's behalf (but still at the County's sole cost and expense). Until the completion of the roofing repairs or replacements contained in Section 8.04(b), to the extent permitted by Florida law, the County agrees to indemnify, save, and hold Verotown harmless from any and all judgments, expenses, liabilities, claims, and charges for loss of or injury to property, personal injury, or death ("Losses") that are caused by failures of the roofs listed in paragraph (b) above; provided, however, that this liability is expressly limited by the following:

1. Verotown agrees that to the fullest extent permitted by Florida law County's total liability to Verotown for any and all Losses per event shall not exceed the limitations set forth in Section 768.28, Florida Statutes, as it may be amended. The County shall not be liable to Verotown for any portions of Losses that are directly caused by the gross negligence or willful misconduct of Verotown and any liability of the County shall be reduced proportionately to the extent of any contributory fault chargeable to Verotown.

2. The parties acknowledge that the County is a governmental entity and political subdivision of the State of Florida entitled to all privileges and immunities accorded to the state, including sovereign immunity, and in accordance with this acknowledgment, the parties hereby agree that the County does not waive its sovereign immunity and nothing in this lease shall expose the County to any liability in excess of the statutory limits provided in Section 768.28, Florida Statutes.
3. The County's obligation to cover personal property of Verotown within the facility only becomes effective once Verotown notifies the County of the contents and value of said personal property within the Facility for purposes of the County adding the contents to its schedule of insurance.
4. The County's obligation to indemnify, save, and hold Verotown harmless shall terminate for each Building listed in paragraph (b) above upon the final completion of the roofing repair or replacement for that Building.

(e) Until the date that is the earlier of (i) completion of the roofing repairs or replacements contained in Section 8.04(b) or (ii) eighteen (18) months after the Effective Date, the County agrees to reimburse Verotown up to One Hundred Thousand and No/100 Dollars (\$100,000.00) in documented business interruption losses that result from a roofing failure on a Building listed in Section 8.04(b) that prevents Verotown from fully utilizing the Building for its intended purpose. This provision shall not apply to any diminishment of use that may result during the construction of the identified roofing repairs or replacements or de minimis diminishments of use. The County shall not be liable to Verotown for any portions of business interruption losses that are caused by Verotown or third parties and any liability of the County shall be reduced proportionately to the extent of any contributory fault chargeable to Verotown or a third party. The parties acknowledge that the County is a governmental entity and political subdivision of the State of Florida entitled to all privileges and immunities accorded to the state, including sovereign immunity, and in accordance with this acknowledgment, the parties hereby agree that the County does not waive its sovereign immunity and nothing in this lease shall expose the County to any liability in excess of the statutory limits provided in Section 768.28, Florida Statutes, as amended.

(f) Other than as specifically set forth in this Agreement, Verotown shall be responsible for all other Capital Improvements, Repairs or Replacements, operations, and maintenance for the duration of the Initial Term and any Renewal Term subject to any reimbursement described in Section 8.02(a).

Section 8.05. Verotown Improvements.

(a) Verotown, at its expense but subject to reimbursement in accordance with paragraph (b) below, will complete, to both parties' reasonable satisfaction, the following Verotown Improvements at the Facility within three (3) years from the Effective Date:

1. A new indoor training facility, which will include:
 - indoor turf infield;
 - multiple batting cages/tunnels;
 - classrooms; and
 - office space.
2. Demolition (as needed) to make room for the new indoor training facility;
3. Initial WiFi upgrades to achieve modern standards;
4. Initial security upgrades to achieve modern standards, which will include:
 - modern security cameras; and
 - keycard entry to buildings.
5. Initial fire safety upgrades to achieve modern standards, which will include sprinklers in buildings;
6. Replace entire seating bowl at Holman Stadium;
7. Upgrade covered dugout areas at Holman Stadium;
8. New scoreboard at Holman Stadium;
9. Padded outfield fence at Holman Stadium;
10. NCAA-approved standard turf field;
11. Initial hotel room upgrades to each room, which will include:
 - carpet replacement (as needed); and
 - bed replacement (as needed).
12. Kitchen replacement (location to be determined by Verotown with notification to the County), which will include:
 - reconstructed/renovated dining and preparation areas; and
 - new kitchen equipment.
13. Initial signage installation throughout Facility, which will include:
 - marquee sign;
 - directional signage; and
 - general rebranding.

(b) Up to fifty percent (50%) of the costs of the Verotown Improvements identified in paragraph (a) above will be eligible for reimbursement to Verotown from the Capital Reserve Account. After the successful and timely completion of the Verotown Improvements identified in paragraph (a) above, future Capital Improvements, including any replacement of or supplement to the Verotown Improvements (e.g., carpeting may require further replacement) that are approved by the County in accordance with the terms and conditions set forth in this Agreement, will be eligible for full reimbursement from the Capital Reserve Account to the extent funds are available or will become available. The fifty percent (50%) reimbursement limitation shall not apply to projects not included as Verotown Improvements identified in paragraph (a) above or any replacements of or supplements thereto. Notwithstanding the foregoing, in the event Verotown terminates this Agreement due to the County's Default hereunder, (1) the Verotown Improvements identified in paragraph (a) will be eligible for reimbursement to Verotown by the County in accordance with Section 8.03(c) of this Agreement as follows (and at all time subject to the cap set forth in Section 8.03(c)): (i) one hundred percent (100%) of Verotown's actual costs set forth in a valid Requisition Request (if submitted within thirty (30) days after such termination for expenses incurred prior to the termination) if such termination occurs within the first Lease Year; (ii) ninety percent (90%) of Verotown's actual costs set forth in a valid Requisition Request (if submitted within thirty (30) days after such termination for expenses incurred prior to the termination) if such termination occurs during Lease Years two and three; (iii) eighty percent (80%) of Verotown's actual costs set forth in a valid Requisition Request (if submitted within thirty (30) days after such termination for expenses incurred prior to the termination) if such termination occurs during Lease Years four and five; and (iv) seventy percent (70%) of Verotown's actual costs set forth in a valid Requisition Request (if submitted within thirty (30) days after such termination for expenses incurred prior to the termination) if such termination occurs during Lease Year six or any Lease Year thereafter during the Initial Term or any Renewal Terms and (2) Verotown shall use best efforts to cause its contractors to complete any projects where the contractors have been paid for work not yet completed as of the termination date, and the County shall permit Verotown and its contractors to access the Facility after such termination in connection therewith. Further, Verotown will reasonably pursue any remedies available to it under such construction contract at the County's sole cost and expense or assign the construction contract to the County if assignable.

Section 8.06. Construction Requirements. Subject to the terms and conditions of this Agreement, Verotown, in performing the roofing repair and replacement projects set forth in Section 8.04(b) on behalf of the County, the Verotown Improvements set forth in Section 8.05(a), and any future Capital Improvements agreed to by the parties and the County in performing the County Improvements (but, as to the County limited to Section 8.06 (h), (i), (j), (o), and (p) below) (the "Projects"), shall:

(a) Exercise good faith commercially reasonable efforts to complete the Projects in a safe, good, and workmanlike manner within the times established in the Agreement and in the most expeditious and economical manner;

(b) Provide Project designs to the County for approval, which approval will not be unreasonably withheld, unreasonably conditioned or unreasonably delayed and obtain all necessary permits, licenses, and other approvals for the prosecution of the Projects;

(c) Solicit bids from qualified contractors licensed in the State of Florida and submit the bids to the County for its review and approval, which approval will not be unreasonably withheld, unreasonably conditioned or unreasonably delayed;

(d) Engage in value engineering with the County if necessary to achieve project economies and efficiencies;

(e) Be responsible for the completion of all work necessary to complete the Projects, and, subject to reimbursement eligibility under this Article VIII, be fully responsible for the payment of all moneys due to any contractor or subcontractor performing the work in accordance with the Florida Prompt Payment Act;

(f) Comply with all applicable federal, state, and local rules and regulations in completing the Projects. Verotown acknowledges and agrees that this requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations, including, but not limited to (i) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (ii) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (iii) Rules 38F and 38I, Florida Administrative Code; and (iv) Florida Department of Transportation Manual of Traffic Control and Safe Practices;

(g) Provide the County public performance and payment bonds in the amount of one hundred percent (100%) of the estimated construction cost of each Project, which bond(s) shall meet the requirements of Section 255.05, Florida Statutes. Such bond(s) shall be written by a surety licensed to do business in the State of Florida and otherwise acceptable to the County; provided, however, that the surety shall be rated as "A-1" or better as to general policy holders rating as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. Such bond(s) shall be recorded in the Public Records of Indian River County, Florida, by Verotown prior to the commencement of any such work on any Project;

(h) Require that all contractors or subcontractors for the Projects maintain commercially reasonable insurance and cause the County, the MLB Entities and Verotown to be named as additional insureds on all required policies, except worker's compensation;

(i) Require all contractors and subcontractors to indemnify and hold harmless the County, MLB Entities and Verotown and its officers, and agents, directors, and employees;

(j) Require an agreement with all contractors and subcontractors representing that the County and Verotown are third-party beneficiaries of the contract, entitled to enforce any rights thereunder for their respective benefits, and that, subject to the terms of the applicable contract, the County and Verotown shall have the same rights and remedies vis-a-vis such contractors and subcontractors that the other party has including, without limitation, the right to be compensated for any loss, expense or damage of any nature whatsoever incurred by the County (or Verotown, as applicable), resulting from any breach of such contract, any breach of representations and warranties, if any, implied or expressed, arising out of such agreements and any error, omission or negligence of such contractor or subcontractor in the performance of any of its obligations under such contract;

(k) Obtain prior County approval, not to be unreasonably withheld, unreasonably conditioned, or unreasonably delayed for any change orders on the Projects that would amend the scope or quality of the Project, the time for completion of the work, or the amount of compensation due for the work;

(l) Plan, organize, supervise, monitor, direct, and control the work on the Projects to ensure that it is done competently and efficiently and in accordance with the design and budget and protect the work from loss due to weather, theft, or other cause. Neither the County nor County Funds shall be used to pay any Project costs to the extent that they directly arise from the negligence or willful misconduct of Verotown after the Effective Date;

(m) Employ adequate safety precautions to prevent damage, injury or loss to personnel, the work, the Projects, the Facility and other property at the Facility or adjacent thereto;

(n) Provide the County with copies of all Project files, reports, warranties, design documents and as-builts and assign all warranties to the County, which shall include a minimum one-year warranty that the Projects and any materials and equipment furnished thereunder shall be of good quality, free of all defects and in conformance with the approved design;

(o) Allow the other party reasonable access to the Projects for observation, inspection, and testing; and

(p) Manage the appropriately licensed contractors to ensure that any work not conforming to the Project designs and requirements is corrected or removed and replaced.

ARTICLE IX

DOCUMENTS AND CERTIFICATES

Section 9.01. Documents and Certificates. Subject to the provisions of Section 3.04, each party shall supply to the other such documents and certificates as are reasonably available or procurable, and necessary for any purpose reasonably related to the obligations of the parties, including, but not limited to, the County's funding or administration of this Agreement and ownership of the Facility, or to consummate the transactions or objectives described in this Agreement.

ARTICLE X

DEFAULT / REMEDIES

Section 10.01. Verotown's Default. The occurrence of any one or more of the following material events in this Section 10.01 shall constitute a "Default" by Verotown under this Agreement:

(a) Failure by Verotown to observe or perform in any material respect any covenant, agreement, condition, or provision of this Agreement, if such failure continues for thirty (30) days after written notice thereof has been delivered by the County to Verotown; provided, however, that Verotown will not be in Default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within such thirty (30) day period, Verotown commences such cure and diligently proceeds to complete the same thereafter. However, in no event shall a cure period for a Default continue for more than three hundred sixty-five (365) days;

(b) The levy upon, under execution or the attachment by legal process, Verotown's interest hereunder, or the filing or creation of a lien in respect of such interest, which levy, attachment, or lien is not released, discharged or bonded against within one hundred eighty (180) days from the date of such filing;

(c) Verotown is finally adjudicated insolvent or bankrupt or admit in writing their inability to pay its debts as they mature, or make an assignment for the benefit of creditors, or apply for or consent to the appointment of a trustee or receiver for Verotown or for the major part of its property;

(d) A trustee or receiver is appointed for Verotown or for the major part of their property and such trustee or receiver is not discharged within one hundred eighty (180) days after such appointment; or,

(e) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other proceedings for relief under any bankruptcy law, or similar law for the relief of debtors, are instituted by or against Verotown, and, if instituted against

Verotown, are allowed against Verotown or are consented to by Verotown or are not dismissed within 180 days after such institution, to the extent permitted by law.

Section 10.02. County Default. In the event of any failure by the County to observe or perform any material covenant, agreement, condition, or provision of this Agreement wherein Verotown's remedies on account thereof are not otherwise specifically provided for in this Agreement or any of the County's representations in this Agreement are untrue as of the Effective Date, and if such failure shall continue for thirty (30) days after written notice thereof has been delivered by Verotown to the County, then the County will be deemed to be in Default hereunder; provided, however, that the County will not be in Default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within such thirty (30) day period, the County commences such cure and diligently proceeds to complete the same thereafter. However, in no event shall a cure period for a Default continue for more than three hundred sixty-five (365) days.

Section 10.03. Remedies. In the event of a Default by either party (other than a Cessation of Use by Verotown), the party not in Default will be entitled, as a non-exclusive remedy, and in addition to or in lieu of an action for damages, to seek an injunction or decree for specific performance or equitable relief from a court of competent jurisdiction to enjoin or remedy the Default. If a Default occurs, the non-defaulting party will have the rights and remedies set forth in this Agreement, which will be distinct, separate, and, to the extent not mutually exclusive, cumulative, and will not operate to exclude or deprive the non-defaulting party of any other right or remedy allowed it by law or equity.

Section 10.04. Cessation of Use by Verotown. If, at any time during the Initial Term (and any Renewal Term), Verotown ceases to permanently operate the Facility as described in Section 5.01 hereof, such event will constitute a "Cessation of Use" of the Facility by Verotown. Notwithstanding anything to the contrary contained in this Agreement, a Cessation of Use of the Facility by Verotown will entitle the County to terminate this Agreement by giving Verotown ten (10) days' written notice of termination. Verotown will have ten (10) days after receipt of the aforementioned notice of termination to renounce the Cessation of Use by confirming to the County its intention to continue to use the Facility during the Term in the manner described in Section 5.01 hereof and in fact demonstrating that it is reasonably complying with its operational covenant. A termination pursuant to the provisions of this Section 10.04 will become effective upon the expiration of Verotown's ten (10) day cure period, or its repeated failure to demonstrate that it is reasonably complying with its operational covenant as provided by this Section after notice by the County.

Section 10.05. Termination. Notwithstanding any other provisions contained in this Agreement, Verotown has the right to terminate this Agreement for its convenience upon three hundred sixty-five (365) days' written notice to the County. Verotown shall fully perform the terms and obligations of this Agreement during such three hundred sixty-five (365) day notice period. A termination pursuant to this Section 10.05 shall not be an event of Default.

ARTICLE XI

ENFORCEABILITY

Section 11.01. Binding Effect; Enforceability. The terms and provisions set forth in this Agreement shall be binding and enforceable by and against the parties in accordance with the terms hereof.

ARTICLE XII

ASSIGNMENT / SUBLEASE

Section 12.01. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, except that this Agreement may be assigned by Verotown to any person or entity who acquires franchise rights to a Major League Baseball Club (by any form of acquisition) or any other MLB Entity, with the approval of MLB, provided that any such assignee explicitly assumes in writing Verotown's duties and responsibilities under this Agreement (in which case the liability of Verotown will cease with respect to liabilities accruing from and after such transfer).

Section 12.02. Sublease.

(a) Verotown may sublease, at any time during the Term, any portion of the Facility involving ancillary uses, for ongoing retail, commercial and/or professional purposes as long as such activity meets all local zoning codes and remains an activity permitted by Section 5.01 hereof. All revenues derived from subletting any of the foregoing will be retained solely by Verotown. Any such sublease will remain subordinate to this Lease.

(b) Verotown will not sublease the Facility or any portion thereof without the prior written approval of the County, which approval shall not be unreasonably withheld, unreasonably conditioned or unreasonably delayed, and no such sublease will be for a term which extends beyond the underlying lease term without the express prior written consent of the County.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Notices. Any notice required by or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered by hand or by overnight delivery service, addressed as follows (or to such other address as a party shall inform the other party):

If to the County: Indian River County
1801 27th Street

Vero Beach, Florida 32960-3388
Attention: County Administrator
Phone: (772) 226-1408
Fax: (772) 978-1822

Copy to: Nabors, Giblin & Nickerson, P A
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
Attention: Heather J. Encinosa, Esq.
Phone: (850) 224-4070
Fax: (850) 224-4073

If to Verotown: Verotown, LLC
c/o Major League Baseball
245 Park Avenue
New York, New York 10167
Attention: General Counsel

Copy to: BakerHostetler, LLP
200 S. Orange Avenue, Suite 2300
Orlando, Florida 32801
Attention: Gregory D. Lee
Phone: (407) 649-4096
Fax: (407) 841-0168

Section 13.02. Amendment. This Agreement may be amended only in writing executed by both parties.

Section 13.03. Entire Agreement. This Agreement, including its exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements (whether oral or written) between them.

Section 13.04. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

Section 13.05. Counterparts. This Agreement may be executed in two or more counterparts which have been signed and delivered by each of the parties (a party may execute a copy of this Agreement and deliver it by electronic transmittal; provided, however, that any such party shall promptly deliver an original signed copy of the Agreement).

Section 13.06. Jurisdiction and Venue. The exclusive, convenient, and proper venue for any legal proceeding arising out of, or related to, this Agreement will be any court in the State of Florida having jurisdiction over such matter. Moreover, all parties to this Agreement, persons and entities alike, consent to the personal jurisdiction of any court in the State of Florida having jurisdiction over such matter, and irrevocably waive any objections to said jurisdiction.

Section 13.07. Effective Date. This Agreement shall be effective on the Effective Date.

Section 13.08. Time of Essence. Time is of the essence in the performance of this Agreement.

Section 13.09. Damage to Property. Unless Verotown has actual knowledge of the presence of property owned or leased or otherwise in the possession, control, or custody of the County that is wrongly or incorrectly on the Facility (the "County Property"), Verotown will not have any liability for loss or damage to such County Property unless such damage is caused solely or partially by Verotown's gross negligence or willful misconduct, in which case Verotown shall be liable for only the portion so caused.

Section 13.10. Consequential Damages. Except as provided in Section 8.04(e) of this Agreement, neither party nor any of its contractors, subcontractors, suppliers, or vendors shall be liable to the other for any punitive, special, incidental, indirect, consequential or other similar damages that do not flow directly and immediately from the wrongful act or negligence of the party at fault, whether caused by said party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, additional labor, energy, financing or interest costs, loss of use or delay, loss of profits or revenue, fines or penalties assessed for failure to comply with any law or regulation, and damages suffered by third parties, but not including attorney's fees as provided in Article XIV of this Agreement. To the extent permitted by law, each party hereby releases the other party and the other party's subcontractors, suppliers and vendors therefrom.

Section 13.11. Headings. The headings used herein are for convenience of reference only and will not constitute a part hereof or affect the construction or interpretation hereof.

Section 13.12. Severability. If any clause, provision, or section hereof is held illegal, invalid, or unenforceable by any court, the illegality, invalidity, or unenforceability of such clause, provision or section will not affect any of the remaining clauses, provisions, or sections hereof, and this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable clause, provision or section had not been contained herein.

Section 13.13. Waiver. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder, will operate as a waiver thereof, nor will any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy provided at law or in equity, except as expressly set forth in this Agreement.

Section 13.14. Terminology. All personal pronouns used herein, whether used in the masculine, feminine, or neuter gender, will include the singular.

Section 13.15. Third Party Beneficiary. No person other than Verotown, the County, the Indemnified County Parties, the Indemnified Verotown Parties, and the permitted successors and assigns of such, have any rights whatsoever under this Agreement.

Section 13.16. Radon Notice. Chapter 88-285, Laws of Florida, requires the following notice to be provided with respect to the contract for sale and purchase of any building, or a rental agreement for any building, and the parties hereto acknowledge and confirm receipt of the following:

“RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.”

Section 13.17. Estoppel Certificates. At any time, within twenty (20) days after request by either party, the other party shall certify in writing to the requesting party, or any person specified by the requesting party, to the effect (a) whether this Agreement is unmodified and in full force and effect (or if there has been modification, that the same is in full force and effect as modified and setting forth such modification); (b) whether or not to the best of the other party's knowledge, the requesting party is in Default hereunder; and (c) any other information which the requesting party reasonably requests to be confirmed. Any such request shall utilize a form of estoppel certificate substantially similar to the one attached hereto as Exhibit “E” to this Agreement.

ARTICLE XIV

INDEMNIFICATION AND INSURANCE

Section 14.01. Indemnification by Verotown. To the fullest extent permitted by law, Verotown shall indemnify, protect, and hold the County and its officers, agents, and employees acting on behalf of the County, and its respective successors and assigns (collectively, the “Indemnified County Parties”) harmless from and defend the Indemnified County Parties against any and all “liabilities” (as hereinafter defined) for any “bodily injury” (as hereinafter defined) or “property damage” (as hereinafter defined) whatsoever arising out of or resulting from any Default by Verotown and/or occurring in, on, or about the Facility to the extent such injury or damage is caused by the negligent or intentionally wrongful actions or omissions of Verotown, or Verotown’s agents, contractors or employees, but not any claim relating to negligent or intentionally wrongful actions or omissions of the contractors or subcontractors engaged to perform the roofing repairs or replacements provided in Section 8.04(b). In the case of any action or proceeding being brought against the Indemnified County Parties by reason of any such claim, the County shall have the right, at County’s election, to either: (i) cause Verotown to defend such claim at Verotown’s sole cost and expense with counsel reasonably satisfactory to the County or (ii) defend the same at Verotown's sole but reasonable cost and expense by counsel satisfactory to the County. In any claim under this Section 14.01, Verotown shall be obligated to cooperate with the County and the County’s counsel.

Verotown shall not be liable to the County for any portions of losses that are caused by the negligent or willful misconduct of the Indemnified County Parties or third parties and any

liability of Verotown shall be reduced proportionately to the extent of any contributory fault chargeable to the County or a third party. Verotown shall not have the right to admit fault on behalf of the Indemnified County Parties in connection with any such contributory claim without the County's consent, which shall not be unreasonably withheld, unreasonably conditioned or unreasonably delayed.

Section 14.02. Indemnification by the County. To the fullest extent permitted by law without waiving any sovereign immunity, the County shall indemnify, protect, and hold Verotown, and all other MLB Entities and their owners, and their officers, directors, members, agents, and employees acting on behalf of Verotown, and each of their respective successors and assigns (collectively, the "Indemnified Verotown Parties") harmless from and defend the Indemnified Verotown Parties against any and all "liabilities" (as hereinafter defined) for any "bodily injury" (as hereinafter defined) or "property damage" (as hereinafter defined), whatsoever arising out of or resulting from any Default by the County and/or occurring in, on, or about the Facility to the extent such injury or damage is caused by the negligent or intentionally wrongful actions or omissions of the County, or the County's agents, contractors or employees. In the case of any action or proceeding being brought against the Indemnified Verotown Parties by reason of any such claim, Verotown shall have the right, at Verotown's election, to either: (i) cause the County to defend such claim at the County's sole cost and expense with counsel reasonably satisfactory to Verotown or (ii) defend the same at the County's sole but reasonable cost and expense by counsel satisfactory to Verotown; provided, however, the County shall only be required to reimburse Major League Baseball Clubs for attorneys' fees attributable to no more than two (2) law firms or other legal counsel and the County shall only be required to reimburse the BOC, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P. and/or Tickets.com, LLC for attorney's fees for a single, joint defense. In any claim under this Section 14.02, the County shall be obligated to cooperate with Verotown and Verotown's counsel.

The County shall not be liable to Verotown for any portions of losses that are caused by the negligent or willful misconduct of the Indemnified Verotown Parties or third parties and any liability of the County shall be reduced proportionately to the extent of any contributory fault chargeable to Verotown or a third party. The parties acknowledge that the County is a governmental entity and political subdivision of the State of Florida entitled to all privileges and immunities accorded to the state, including sovereign immunity, and in accordance with this acknowledgment, the parties hereby agree that the County does not waive its sovereign immunity and nothing in this Agreement shall expose the County to any liability in excess of the statutory limits provided in Section 768.28, Florida Statutes, as it may be amended. The County shall not have the right to admit fault on behalf of the Indemnified Verotown Parties in connection with any such contributory claim without Verotown's consent, which shall not be unreasonably withheld, unreasonably conditioned or unreasonably delayed.

Section 14.03. Definitions. As used in this Agreement, "liabilities" means all liabilities, claims, damages (excluding consequential damages), losses, penalties, litigation, demands, causes of action (whether in tort or contract, in law or equity or otherwise), suits, proceedings, judgments, disbursements, charges, assessments, and expenses (including reasonable attorneys' and experts' fees and expenses incurred in investigating, defending, or prosecuting any litigation,

claim or proceeding whether out of court, at trial or in any appellate or administrative proceeding). "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of the foregoing. "Property damage" means physical injury to tangible property, including all resulting loss of use of that property, or loss of use of tangible property that is not physically injured.

Section 14.04. Independent Provisions. The provisions of Sections 14.01 through 14.03 are independent of, and will not be limited by, any insurance obligations in this Agreement, and will survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

Section 14.05. Insurance. Commencing upon the Effective Date and throughout the Initial Term and any Renewal Terms, the parties shall maintain, at their sole cost, the following insurance:

(a) A commercial general liability insurance policy in an occurrence form covering bodily injury and property damage liability, as well as personal and advertising injury liability, in a minimum amount of Two Million and No/100 Dollars (\$2,000,000.00) per occurrence and Four Million and No/100 Dollars (\$4,000,000.00) in the aggregate. The commercial general liability insurance policy in an occurrence form shall also include contractual liability coverage including a Broad Form Endorsement covering the insurance provisions of this Agreement and the performance by each party of their indemnification provisions set forth in this Agreement.

(b) Special form (all risk) property insurance covering (1) with respect only to Verotown, the Facility, including, but not limited to, any additional improvements undertaken by Verotown, and all of Verotown's personal property located at the Facility in an amount not less than one hundred (100%) percent of their actual replacement costs from time to time existing during the Term of this Agreement, providing protection against any peril included within the classification "all risks" of physical loss or damage, together with insurance against sprinkler damage, vandalism, malicious mischief, and water damage of any type and theft; and (2) with respect only to the County: all of the County's personal property located at the Facility. It is understood and agreed that the County is responsible for any deductibles under both its and Verotown's property insurance. The deductible shall not exceed \$100,000, except that the Named Storm deductible and Flood deductible shall not exceed five percent (5%) of the total insurable value.

(c) Automobile Liability Insurance, covering owned, non-owned, leased or hired automobiles, with a minimum combined single limit of One Million and No/100 Dollars (\$1,000,000.00) each accident.

(d) Workers' Compensation insurance in accordance with Florida statutory requirements with employer's liability limits of Five Hundred Thousand Dollars (\$500,000.00) for each accident, Five Hundred Thousand Dollars (\$500,000.00) for each

disease in the aggregate, and Five Hundred Thousand Dollars (\$500,000.00) per disease for each employee.

(e) All of the insurance policies required under Sections 14.05(a) through 14.05(d), inclusive, shall be affected from insurance companies recognized by and authorized to do business in the State of Florida. Each party shall be required to provide the other party with at least thirty (30) days' written notice of any cancellation or material coverage change. Each party shall be provided with a duly executed Certificate of Insurance for each such policy evidencing compliance with all insurance provisions noted above prior to the Effective Date and annually prior to the expiration of each required insurance policy. The policies required under Sections 14.05(a) through 14.05(d), inclusive, shall specifically provide by endorsement that the other party is an additional insured on a primary and noncontributory basis in connection with the operations of the named insured. It is understood and agreed that such endorsement may be a blanket additional insured endorsement as required by written contract. Such insurance shall also incorporate a severability of interest or separation of insureds provision. With respect to the policies required under Sections 14.05(a), 14.05(c) and 14.05(d), Verotown and the County hereby agree to a mutual waiver of rights of subrogation any insurer of Verotown or the County may acquire from Verotown or the County by virtue of payment of any loss with respect to the Facility. Both parties agree to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(f) If either party fails to furnish the Certificate(s) of Insurance as required above, the other party may, after notice and an opportunity to cure as set forth in this Agreement, obtain the insurance, and the reasonable premiums on that insurance shall be paid to that party on demand.

(g) Any insurance required under this Agreement may be furnished under a blanket policy so long as and provided such policy complies with all other terms and conditions contained in this Agreement.

ARTICLE XV

FORCE MAJEURE; CONDEMNATION

Section 15.01. Force Majeure Event. Should any fire or other casualty, act of God, earthquake, flood, hurricane, lightning, tornado, epidemic, landslide, war, riot, civil commotion, general unavailability of materials, strike, slowdown, labor dispute, governmental laws or regulations, or other occurrence beyond Verotown's or County's control ("Force Majeure Event") prevent performance of this Agreement in accordance with its provisions, performance of this Agreement by either party will be suspended or excused to the extent commensurate with such occurrence, except as specifically provided herein.

Section 15.02. Partial Destruction. In the event of a partial destruction of the Facility and Verotown determines, in its sole discretion, that the undamaged portion of the Facility is still suitable for the purposes and operations described in Section 5.01 hereof, then this Agreement

will continue in full force and effect with no adjustments in the obligations of the parties, and Verotown, shall restore the Facility as soon as possible from the applicable insurance proceeds. If the applicable insurance proceeds are not sufficient to restore the Facility to its previous condition, then, the balance shall be split and paid equally by Verotown and the County or, alternatively, either party may elect to terminate this Agreement by written notice to the other party within sixty (60) days of learning the extent to which insurance proceeds will be insufficient to restore the Facility. Said termination shall not be an event of Default and the termination shall be effective as of the date the notice of termination is received by the non-terminating party.

Section 15.03. Facility Not Suitable for Use. With the exception of the roofing repairs or replacement projects set forth in Section 8.04(b) hereof, in the event of total or partial destruction or damage of the Facility, if Verotown determines in its sole discretion that the Facility is not suitable for their operations and/or cannot be used as a venue for the purposes described in Section 5.01 hereof, then the following shall apply:

(a) Verotown may provide written notice to the County stating its determination that the Facility is not suitable for use and it has a desire to repair and restore the Facility and this Agreement will be suspended immediately until the Facility is reasonably suitable for Verotown's operations when taken as a whole. In the event Verotown elects to repair and restore the Facility under this Section 15.03(a), within twelve (12) months (or sooner if reasonably practical) of the event of such total or partial destruction or damage, Verotown shall begin to repair or rebuild the Facility using the proceeds from the property insurance for that purpose and, through cooperation and coordination with the County, shall diligently pursue such repair or rebuilding until completed. If the applicable insurance proceeds are not sufficient to repair or restore the Facility to its previous condition, then the balance shall be split and paid equally by Verotown and the County or, alternatively, either party may elect to terminate this Agreement by written notice to the other party within sixty (60) days of learning the extent to which insurance proceeds will be insufficient to restore the Facility. Termination pursuant to this Section 15.03(a) shall not be an event of Default and the termination shall be effective as of the date the notice of termination is received by the non-terminating party. Once Verotown contracts with an architect, engineer or design build firm to draw plans for the repair or rebuilding of the Facility, Verotown will be deemed to have begun the repair or rebuilding of the Facility. This Agreement will continue to be suspended (and the Term or applicable Renewal Term shall be extended) until the Facility is reasonably suitable for Verotown's operations or as a venue for the purposes described in Section 5.01; or

(b) Verotown may provide written notice to the County stating its determination that the Facility is not suitable for use and terminate this Agreement. The County and Verotown shall work proactively and in good faith to vacate the Facility and wind down any financial obligations including the disbursement of insurance proceeds and Capital Reserve Account funds in accordance with the terms hereof. Termination pursuant to this Section 15.03(b) shall not constitute a Default hereunder and shall be

effective as of the date County receives written notification of such election to terminate from Verotown.

(c) In the event this Agreement is terminated pursuant to Section 15.03(a) or 15.03(b), available insurance proceeds relating to the total or partial destruction or damage to the Facility shall be distributed to the County and Verotown based on their respective pro-rata investments in the Facility, including but not limited to, Capital Improvements, County Improvements, Verotown Improvements and the County's investment in acquiring and improving the Facility.

Section 15.04. Condemnation.

(a) The County shall promptly forward to Verotown any notices which may be received by the County regarding a proposed, threatened or actual appropriation, condemnation or other action under power of eminent domain which affects the Facility or any adjacent accessways, driveways or rights of way.

(b) If a portion of the Facility is condemned or taken such that the Facility is still suitable for Verotown's operations when taken as a whole, as determined by Verotown in its commercially reasonable judgment of Verotown, then Verotown shall, to the extent condemnation proceeds are made available to it, make necessary repairs to and alterations of the Facility for the purpose of restoring same to as close to the same condition (as reasonably practicable) that existed prior to such condemnation or taking. If the condemnation proceeds made available to Verotown are not sufficient to repair or restore the Facility to its previous condition, then the balance shall be split and paid equally by Verotown and the County or, alternatively, either party may elect to terminate this Agreement by written notice to the other party within sixty (60) days after entry of the final order of taking by the applicable governmental authority. Regardless of whether Verotown terminates this Agreement as a result of a partial taking as set forth in this subsection (b), Verotown reserves unto itself the right to prosecute its claim for an award for damages against the condemning authority for its loss of its interest under this Agreement, or any portion thereof, caused by such taking, together with damages based on the value of the Verotown Improvements not purchased or reimbursed by County Funds, any additional improvements performed at Verotown's expense, any Verotown Equipment not purchased or reimbursed by County Funds, personalty or other FF&E not purchased or reimbursed by County Funds, and the damages Verotown may sustain to its operations on or at the Facility, including, but not limited to, an award for the use of any temporary construction easement area on the Facility, good will, patronage and the removal, relocation and replacement costs and expenses caused by such taking.

(c) If the whole of the Facility or such portion thereof is condemned or taken such that the Facility is not suitable for Verotown's operations when taken as a whole, as determined by Verotown in its commercially reasonable judgment of Verotown, this Agreement shall automatically terminate upon Verotown's receipt of the entry of the final order of taking by the applicable governmental authority. In the event of such termination, Verotown reserves unto itself the right to prosecute its claim for an award for

damages against the condemning authority for its loss of its interest under this Agreement, or any portion thereof, caused by such taking, together with damages based on the value of the Verotown Improvements not purchased or reimbursed by County Funds, any additional improvements performed at Verotown's expense, any Verotown Equipment not purchased or reimbursed by County Funds, personalty or other FF&E not purchased or reimbursed by County Funds, and the damages Verotown may sustain to its operations on or at the Facility, including, but not limited to, an award for the use of any temporary construction easement area on the Facility, good will, patronage and the removal, relocation and replacement costs and expenses caused by such taking.

ARTICLE XVI

ADDITIONAL IMPROVEMENTS

Section 16.01. Additional Improvements. Nothing contained in this Agreement will restrict or prohibit Verotown from making improvements to the Facility which are not described as Verotown Improvements in this Agreement; provided that Verotown will notify the County of such additional improvements before Verotown undertakes to make them, obtain the County's prior written consent to such improvements, which shall not be unreasonably withheld, unreasonably conditioned or unreasonably delayed and complies with Section 8.06 of this Agreement.

ARTICLE XVII

ZONING AND PERMITTING

Section 17.01. Zoning and Permitting. It is the sole obligation of Verotown, with assistance from the County, but not at County expense, to obtain any permits and/or zoning changes which may be required to construct any improvements which Verotown may hereafter desire to make to the Facility. The County, acting solely in its capacity as the fee owner of the Land, shall cooperate with Verotown as may be reasonably required, to enable Verotown to obtain any permits and/or zoning changes for the Improvements and any additional improvements, including, but not limited to, by joining in any applications for such permits and/or zoning changes. The County hereby represents to the best of its knowledge that the Land is currently zoned for the intended uses set forth in this Agreement.

ARTICLE XVIII

CONSENTS AND APPROVALS

Section 18.01. Granting or Failure to Grant Approvals or Consents. All consents and approvals which may be given by a party under this Agreement will, as a condition of their effectiveness, be in writing. The granting by a party of any consent to or approval of any act requiring consent or approval under the terms of this Agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, will not be

deemed a waiver by the party whose consent was required of its right to require such consent or approval for any other act.

Section 18.02. Standard. Unless this Agreement specifically provides for the granting of consent or approval at a party's sole discretion, then consents and approvals which may be given by a party under this Agreement will not (whether or not so indicated elsewhere in this Agreement) be unreasonably withheld, unreasonably conditioned or unreasonably delayed by such party and will be given or denied within the time period provided, and if no such time period has been provided, within a reasonable time. Upon disapproval of any request for a consent or approval, the disapproving party shall, together with notice of such disapproval, submit to the requesting party a written statement setting forth with specificity its reasons for such disapproval.

Section 18.03. Deemed Approval. If a party entitled to grant or deny its consent or approval (the "Consenting Party") within thirty (30) days (or a shorter specified time period) fails to do so, then, provided that the request for consent or approval bears the legend set forth below in capital letters and in a type size which is not less than that provided below, the matter for which such consent or approval is requested will be deemed consented to or approved, as the case may be:

"FAILURE TO RESPOND TO THIS REQUEST WITHIN THE TIME PERIOD PROVIDED IN THE FACILITY LEASE AGREEMENT BETWEEN INDIAN RIVER COUNTY AND MLB WILL CONSTITUTE AUTOMATIC APPROVAL OF THE MATTERS DESCRIBED HEREIN WITH RESPECT TO SECTION [] OF SUCH FACILITY LEASE AGREEMENT."

Section 18.04. Approvals for the County. The County hereby agrees that, subject to applicable laws and regulations, the County Administrator (or the County Administrator's authorized designee) is authorized to grant consents or approvals on behalf of the County with respect to this Agreement.

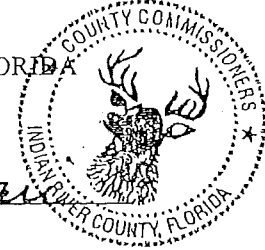
Section 18.05. No Fees, etc. Except as otherwise expressly authorized in this Agreement, no fees or charges of any kind or amount will be required by either party hereto as a condition of the grant of any consent or approval which may be required under this Agreement (provided that the foregoing will not be deemed in any way to limit the County acting in its governmental, as distinct from its proprietary, capacity from charging governmental fees on a nondiscriminatory basis).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the undersigned have executed this Agreement as of the day and year first above written.

[Seal]

INDIAN RIVER COUNTY, FLORIDA
AS LESSOR



Date: January 2, 2019

By: Bob Solari

Its: Chair Bob Solari

Attest:

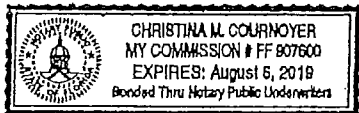
By: Shonda D. Zirkle, Deputy Clerk
for Clerk of the Circuit Court

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Special County Attorney

STATE OF FLORIDA)
)ss:
COUNTY OF INDIAN RIVER)

The foregoing instrument was acknowledged before me this 2nd day of January 2019, 2018, by Bob Solari, as Chair of Indian River County, Florida, a political subdivision of the State of Florida, on behalf of such political subdivision. He/She is personally known to me or produced a valid driver's license as identification.



Christina M. Cournoyer
Notary Public
Print Name: Christina M. Cournoyer
My commission expires: Aug 6, 2019

CLERK OF THE CIRCUIT COURT
OF INDIAN RIVER COUNTY, FLORIDA

By: Rhonda D. Firkle, Deputy Clerk

STATE OF FLORIDA)
)ss:
COUNTY OF INDIAN RIVER)

The foregoing instrument was acknowledged before me this 2nd day of January
2019, ~~2018~~, by Rhonda D. Firkle ~~Deputy~~ Clerk of the Circuit Court
of Indian River County, Florida. He/She is personally known to me or produced a valid driver's
license as identification.



Christina M. Cournoyer
Notary Public
Print Name: Christina M. Cournoyer
My commission expires: Aug 6, 2019

EXHIBITS

Exhibit "A"	Legal Description and Map of Land and Facility
Exhibit "B"	Parking License Agreement
Exhibit "C"	Description of FF&E
Exhibit "D"	Requisition Request
Exhibit "E"	Estoppel Certificate
Exhibit "F"	Schedule of Non-Ad Valorem or Special Assessments

Exhibit "A"

Legal Description and Map of Land and Facility

PARCEL 1-C

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST; PROCEED NORTH $89^{\circ}45'39''$ WEST, A DISTANCE OF 1997.62 FEET TO A POINT; THENCE SOUTH $04^{\circ}15'11''$ WEST, A DISTANCE OF 30.07 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF AIRPORT DRIVE (A/K/A 34th AVENUE, A 90 FOOT RIGHT-OF-WAY) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH $10^{\circ}36'49''$ WEST, A DISTANCE OF 37.55 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1125.14 FEET AND A CENTRAL ANGLE OF $09^{\circ}30'08''$; THENCE SOUTH ALONG SAID CURVE, A DISTANCE OF 186.60 FEET; THENCE SOUTH $20^{\circ}06'57''$ WEST, A DISTANCE OF 82.11 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1825.86 FEET AND A CENTRAL ANGLE OF $19^{\circ}54'25''$; THENCE SOUTH ALONG SAID CURVE, A DISTANCE OF 634.38 FEET; THENCE SOUTH $00^{\circ}12'32''$ WEST, A DISTANCE OF 55.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INDIAN RIVER FARMS DRAINAGE DISTRICT MAIN CANAL (300 FOOT RIGHT-OF-WAY); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH $69^{\circ}22'53''$ WEST, A DISTANCE OF 482.50 FEET; THENCE NORTH $15^{\circ}50'35''$ WEST, A DISTANCE OF 50.17 FEET TO A POINT 50.00 FEET NORTH OF AFORESAID MAIN CANAL NORTH RIGHT-OF-WAY LINE; THENCE SOUTH $69^{\circ}22'53''$ WEST ALONG SAID LINE PARALLEL AND 50.00 FEET NORTH OF SAID MAIN CANAL NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1001.21 FEET; THENCE NORTH $18^{\circ}15'26''$ WEST, A DISTANCE OF 386.46 FEET; THENCE NORTH $63^{\circ}53'04''$ WEST, A DISTANCE OF 476.06 FEET; THENCE NORTH $89^{\circ}45'39''$ WEST, A DISTANCE OF 414.56 FEET; THENCE NORTH $00^{\circ}14'21''$ EAST, A DISTANCE OF 876.82 FEET TO A POINT 30.00 FEET SOUTHERLY OF THE NORTH LINE OF SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST; THENCE SOUTH $89^{\circ}45'39''$ EAST ALONG A LINE BEING 30.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID SECTION LINE, A DISTANCE OF 2537.93 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION OF PARKING FACILITY
(ALSO KNOWN AS A PORTION OF DODGERTOWN PARCEL 2)

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST,
INDIAN RIVER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 3; THENCE SOUTH 67
DEGREES 59 MINUTES 23 SECONDS EAST, A DISTANCE OF 80.89 FEET TO A POINT
ON THE SOUTH RIGHT OF WAY LINE OF INDIAN RIVER FARMS WATER CONTROL
DISTRICT CANAL A3; THENCE SOUTH 89 DEGREES 45 MINUTES 39 SECONDS EAST,
ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 288.78 FEET, TO THE
POINT OF BEGINNING OF THE HEREBY DESCRIBED PARCEL OF LAND; THENCE
CONTINUE SOUTH 89 DEGREES 45 MINUTES 39 SECONDS EAST, ALONG SAID LINE,
A DISTANCE OF 392.00 FEET; THENCE SOUTH 0 DEGREES 14 MINUTES 21 SECONDS
WEST, A DISTANCE OF 876.82 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 39
SECONDS EAST, A DISTANCE OF 414.56 FEET; THENCE SOUTH 63 DEGREES 53
MINUTES 04 SECONDS EAST, A DISTANCE OF 149.35 FEET; THENCE NORTH 89
DEGREES 45 MINUTES 39 SECONDS WEST, A DISTANCE OF 905.94 FEET; THENCE
NORTH 0 DEGREES 14 MINUTES 21 SECONDS EAST, A DISTANCE OF 85.00 FEET;
THENCE NORTH 89 DEGREES 45 MINUTES 39 SECONDS WEST, A DISTANCE OF
35.00 FEET; THENCE NORTH 0 DEGREES 14 MINUTES 21 SECONDS EAST, A
DISTANCE OF 857.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 9.1297 ACRES, MORE OR LESS.

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Section 3, Township 33 South, Range 39 East and being more particularly bounded and described as follows:

Commencing at the Northwest corner of Section 3, Township 33 South, Range 39 East;

Thence South $00^{\circ}00'47''$ West along the West line of said Section 3 for a distance of 887.01 feet;

Thence South $89^{\circ}45'39''$ East for a distance of 50.00 feet to a point on the East right-of-way of 43rd Avenue said point also being the Northwest corner of Dodgertown Parcel 3A as described in Official Record Book 1961, Page 988 of the Public Records of Indian River County, Florida;

Thence South $89^{\circ}45'39''$ East along the North line of said Parcel 3A for a distance of 345.39 feet;

Thence South $00^{\circ}14'21''$ West for a distance of 85.00 to a point on the North line of said Parcel 3A;

Thence continue South $89^{\circ}45'39''$ East along the North line of said Parcel 3A for a distance of 437.69 feet to the Point of Beginning;

Thence from the Point of Beginning continue South $89^{\circ}45'39''$ East along the North line of said Parcel 3A for a distance of 468.25 feet to the Northeast corner of Parcel 3A;

Thence South $63^{\circ}53'04''$ East for a distance of 326.67 feet to a point on the East line of Dodgertown Parcel 3A;

Thence South $18^{\circ}15'41''$ East along said East line of Parcel 3A for a distance of 386.49 feet to the Southeast corner of said Parcel 3A;

Thence South $69^{\circ}22'53''$ West for a distance of 898.97 feet;

Thence North $02^{\circ}50'58''$ West for a distance of 830.37 feet to the Point of Beginning;

Said Parcel containing 519,743 square feet or 11.93 acres.

Said parcel shall be subject to stormwater easements for the 43rd Avenue and Aviation Boulevard Improvement projects as required.

David R. Gay, PSM #5878



Less and excepting therefrom

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Section 3, Township 33 South, Range 39 East and being more particularly bounded and described as follows:

Commencing at the Northwest corner of Section 3, Township 33 South, Range 39 East;

Thence South 00°00'47" West along the West line of said Section 3 for a distance of 30.00 feet;

Thence South 89°45'39" East and parallel with the north line of said Section 3 for a distance of 75.00 feet to a point on the South right-of-way of the Indian River Farms Water Control District Canal A-3;

Thence continue South 89°45'39" East along said South right-of-way for a distance of 288.78 feet to the Northwest corner of Dodgertown Parcel 2A (also known as "A Portion of Dodgertown Parcel 2") in Official Record Book 1758, Page 523 of the Public Records of Indian River County, Florida, said point also being the Point of Beginning;

Thence from the Point of Beginning continue South 89°45'39" East along said South right-of-way for a distance of 508.21 feet;

Thence South 3°32'27" West for a distance of 562.12 feet;

Thence South 00°14'21" West for a distance of 360.85 feet to a point on the South line of Dodgertown Parcel 2A;

Thence North 89°45'39" West along said South line of Parcel 2A for a distance of 437.69 feet to the Southwest corner of said Parcel 2A;


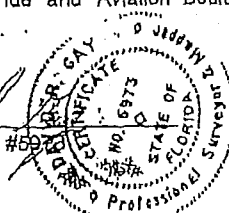
Thence North 00°14'21" East for a distance of 85.00 feet;

Thence North 89°45'39" West for a distance of 35.00 feet;

Thence North 00°14'21" East along the West line of said Parcel 2A for a distance of 857.00 feet to the Point of Beginning;

Said Parcel containing 452,042 square feet or 10.38 acres.

Said parcel shall be subject to stormwater easements for the 43rd Avenue and Aviation Boulevard improvement projects as required.


David R. Gay, PSM #5920




- LEGEND**
- 1 - TICKET OFFICE, LOCKER ROOMS, GIFT SHOP
 - 2 - EXECUTIVE BUILDING
 - 3 - CONFERENCE CENTER
 - 4 - ALSTON, KOULFAX, AND CAMPANELLA BUILDINGS
 - 5 - SLEEPING ROOMS
 - 6 - SPRING TRAINING BUILDING

INDIAN RIVER COUNTY	601 27th STREET	VIENNA, VA 22180	17724	597-3000			
Department of Public Works Engineering Division							
				DODDERTOWN ROOF REPLACEMENT EXHIBIT			

Exhibit "B"

Parking License Agreement

2157033 RECORDED IN THE RECORDS OF JEFFREY K BARTON, CLERK CIRCUIT COURT INDIAN RIVER CO FL, BK: 2517 PG: 568, 08/11/2011 02:55 PM

Prepared by, record and return to:
Office of the County Attorney
1801 27th St, Vero Beach, FL 32960
Telephone: 772.226.1424

PARKING LICENSE AGREEMENT

THIS AGREEMENT is entered into as of the 1st day of June, 2011 by and between Indian River County, a political subdivision of the State of Florida ("County"), and the City of Vero Beach, a municipal corporation organized under the laws of the State of Florida ("City").

WHEREAS, City owns, or will own through transactions completed simultaneously with the execution of this Agreement, certain parcels of real property located in the vicinity of the Dodgertown Facility; and

WHEREAS, City is willing to provide a license to County to use such parcels of real property for parking related to the Dodgertown Facility, as set forth herein.

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.
2. **Definitions**. The following terms shall have the following meanings:
 - a. **License Area A** shall mean real property consisting of approximately 10.38 acres located immediately west of Holman Stadium, more fully described on Exhibit A attached hereto;
 - b. **License Area B** shall mean real property consisting of approximately 3.3 acres located north of 26th Street and north of License Area A, more fully described on Exhibit A attached hereto;
 - c. **License Area C** shall mean real property consisting of approximately 4.6 acres located north of 26th Street and east of License Area B, more fully described on Exhibit A attached hereto;
 - d. **License Area** shall mean one or more of License Area A, License Area B or License Area C, and License Areas shall mean collectively License Area A, License Area B and License Area C;

e. Cloverleaf Property shall mean the real property consisting of approximately 11.93 acres located south of Holman Stadium, more fully described on Exhibit B attached hereto;

f. Dodgertown Facility shall mean collectively the real property owned by County, including facilities and improvements thereon, consisting of the Cloverleaf Property and the property more fully described on Exhibit C attached hereto;

g. Dodgertown Tenant shall mean any party to whom County leases (from time to time) all or a portion of the Dodgertown Facility. The parties acknowledge that the current Dodgertown Tenant is MiLB Vero Beach, LLC, a Florida limited liability company; and

h. Dodgertown Events shall mean any and all events and activities held on the premises of the Dodgertown Facility including, without limitation, sports and non-sports related events and activities, meetings and conferences, whether such events and activities are conducted by County, Dodgertown Tenant or any third party using all or a portion of the Dodgertown Facility with the consent of County or Dodgertown Tenant.

3. Parking License. City hereby grants to County and Dodgertown Tenant and County's other assignees (a) a license to use License Area A for general parking in connection with Dodgertown Events, and (b) a secondary license to use License Area B and License Area C for general parking in connection with Dodgertown Events, in the event that (i) License Area A is unavailable for a particular event (see paragraph 4 below), or (ii) the license to use License Area A is revoked by City. County shall have the right to use the License Areas up to twenty (20) days per calendar year. Dodgertown Tenant shall have the right to use the License Areas to the same extent as County, except that Dodgertown Tenant's use shall not be restricted with respect to the number of days per calendar year, however, Dodgertown Tenant shall coordinate with and provide City a schedule for anticipated use of the License Areas and keep City advised of any changes to such schedule.

4. Notice of Use. County shall provide reasonable notice of its intent to use a License Area on one or more dates specified in the notice. Within 10 days of receipt of such notice, City shall advise County of any conflict with a planned City use of the License area on the same date(s) which is incompatible with County's proposed use. If City does not advise County of a conflict within the 10 day period, County may utilize the License Area for parking as set forth in the notice. In the event of a conflict, the parties shall attempt in good faith to reconcile the conflict in a manner which accommodates the interests of both parties. If such accommodation is not possible, County may utilize another available License Area for parking.

5. Use of License Area B or License Area C. Whenever County uses License Area B or License Area C, County shall comply with the following additional requirements of the Federal Aviation Administration: County shall not interfere with airport operations surrounding roadways, or airport tenant operations; County must use the License Area in a safe and efficient manner; and County shall not enter the secured airfield or otherwise interfere with airport

operations. County understands that there are substantial federal fines for violations of federal laws and regulations applicable to airport facility access and use.

6. **Insurance.** County shall, at all times during the term hereof, carry commercial general liability insurance against personal injury and property damage with a company authorized to do business in the State of Florida and satisfactory to City, protecting City against any and all claims for damages to persons or property as a result of or arising out of the use and maintenance by County of the License Areas. County shall provide a certificate of insurance stating that City is an additional insured, and confirming limits of coverage not less than \$500,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. County shall supply written proof of insurance to City within fifteen (15) days of the date this Agreement is executed, and shall continue to supply such proof to City for each term such insurance coverage is renewed.

7. **Indemnification.** To the extent permitted by law, County agrees to indemnify and hold harmless City, including, without limitation, its council members, officers, employees and agents, from and against all claims for damages, liabilities, costs and expenses arising out of or relating to the use of one or more License Areas by County, Dodgertown Tenant or County's other assignees; and City agrees to indemnify and hold harmless County, including, without limitation, its commissioners, officers, employees and agents, from and against all claims for damages, liabilities, costs and expenses arising out of or relating to the use of one or more License Areas by City or City's assignees; provided, however, that nothing herein shall be construed as a waiver of the County's or the City's sovereign immunity pursuant to section 768.28, Florida Statutes.

8. **Clean Up After Use.** After each use of a License Area, County shall leave the property in substantially the same condition that it was prior to such use.

9. **Term.** The term of this Agreement shall be indefinite until the earlier to occur of the following: (a) the revocation of all licenses for License Area A, License Area B and License Area C, or (b) the permanent use of the Dodgertown Facility for a purpose other than sports, recreation or entertainment related activities.

10. **Revocation of License.** Each license granted herein shall be revocable by City in the event that each of the following occurs with respect to the real property underlying such license: (a) the City decides in good faith to use the underlying real property for a purpose incompatible with continued parking, (b) in reaching such decision, the City gives due consideration to the fact that (i) the City owns other properties in the same general area which may be suitable for such incompatible use, (ii) continued use of the License Area for general parking provides an important and valuable benefit to County, and (iii) that the City Council determines in good faith that the advantages of locating the incompatible use on a License Area outweigh the advantages to locating the incompatible use on other property owned by the City, and (c) City actually uses the License Area for the incompatible use.

11. **Remedies.** In the event of breach of this Agreement by either party, the non-breaching party shall be entitled to all remedies available in law or in equity.

12. Litigation. In the event of any litigation relating to or arising out of this Agreement, each party shall be responsible for and shall bear its own attorney's fees and court costs, including such fees and costs incurred at the trial and appellate level of such proceedings.

13. Amendment. No amendment, modification, change, or alteration of this Agreement shall be valid or binding unless accomplished in writing and executed by all of the parties hereto.

14. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties. No prior agreement or understanding shall be binding between the parties unless set forth herein.

15. Governing Law. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida. Venue hereunder shall lie in Indian River County, Florida.

16. Further Assurances. County and City shall grant such further assurances and provide such additional documents as may be required by one another from time to time, and cooperate fully with one another in order to carry out the terms and conditions hereof and comply with the express intention of this Agreement.

17. Severability. In the event any term, condition, or clause of this Agreement is declared to be illegal or unenforceable by a court of competent jurisdiction, such declaration of illegality or unenforceability shall not affect or alter the legality or enforceability of any remaining term, condition, or clause hereof, provided of the parties, as set forth in this Agreement.

18. Non-Assignment. This Agreement shall not be assignable by either party, except that City may assign this Agreement to any party acquiring ownership of a License Area (but only to the extent of such License Area), and County may assign this Agreement to any party acquiring ownership, right of possession or other right to use of all or a substantial portion of the Dodgertown Facility.

19. Recordation. A copy of this Agreement shall be recorded on the Public Records of Indian River County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names as of the date set forth above.

ATTEST: Jeffrey K. Barton,
Clerk of Court

AFFIX SEAL:
BOARD OF COUNTY COMMISSIONERS,
INDIAN RIVER COUNTY ("County")

By: Maria J. [Signature]
Deputy Clerk



By: Bob Solari [Signature]
Bob Solari, Chairman

Approved by BCC: May 3, 2011.
Approved as to form and legal sufficiency:

By: [Signature]
Alan S. Polackwich Sr., County
Attorney

CITY OF VERO BEACH ("City")

Sign: [Signature]
Jay Kramer, Mayor

Approved as to form and legal sufficiency

By: [Signature]
City Attorney

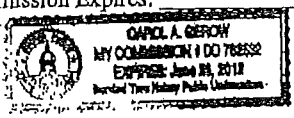
ATTEST:
[Seal]
Sign: [Signature]
Tammy K. Vock, City Clerk

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 12 day of June, 2011, by JAY KRAMER, as Mayor, and attested by TAMMY K. VOCK, as City Clerk of the City of Vero Beach, Florida. They are both known to me and did not take an oath.

NOTARY PUBLIC, State of Florida

Sign: [Signature]
Print: _____
State of Florida [SEAL]
Commission No: _____
Commission Expires: _____



Property Description
Dodgertown
#2010-LA-0143
November 8, 2010

EXHIBIT "A"
PROPERTY DESCRIPTION
LICENSE TO USE CITY PROPERTY #2010-LA-0143
PORTIONS OF DODGERTOWN, DODGERTOWN PARCEL 2A,
AIRPORT PARCEL 19 AND AIRPORT PARCEL 17

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Section 3, Township 33 South, Range 39 East and Section 34, Township 32 South, Range 39 East and being more particularly bounded and described as follows:

License Area "A":

Commencing at the Northwest corner of Section 3, Township 33 South, Range 39 East;

Thence South 00°00'47" West along the West line of said Section 3 for a distance of 30.00 feet;

Thence South 89°46'39" East and parallel with the north line of said Section 3 for a distance of 76.00 feet to a point on the South right-of-way of the Indian River Farms Water Control District Canal A-3;

Thence continue South 89°46'39" East along said South right-of-way for a distance of 288.78 feet to the Northwest corner of Dodgertown Parcel 2A (also known as "A Portion of Dodgertown Parcel 2") in Official Record Book 1758, Page 623 of the Public Records of Indian River County, Florida, said point also being the Point of Beginning of the following described License Area "A";

Thence from the Point of Beginning continue South 89°46'39" East along said South right-of-way for a distance of 508.21 feet to the Northeast corner of the 10.38 acre parcel deeded to the City of Vero Beach by Indian River County;

Thence South 03°32'27" West along the East line of the said 10.38 acre parcel for a distance of 682.12 feet;

Thence South 00°14'21" West along the East line of the said 10.38 acre parcel for a distance of 380.85 feet to the Southeast corner of said 10.38 acre parcel;

Thence North 89°46'39" West along said South line of said 10.38 acre parcel for a distance of 437.69 feet to the Southwest corner of said parcel;

Thence North 00°14'21" East for a distance of 85.00 feet;

Thence North 89°46'39" West for a distance of 35.00 feet;

Thence North 00°14'21" East along the West line of the said 10.38 acre parcel for a distance of 857.00 feet to the Point of Beginning;

Said Parcel containing 452,042 square feet or 10.38 acres.

Property Description
Dodgetown
#20163A-0143
November 9, 2010

License Area "B":

Commencing at the Southwest corner of Section 34, Township 92 South, Range 39 East;

Thence South $89^{\circ}45'39''$ East along the South line of Section 34 for a distance of 668.80 feet to a point;

Thence North $00^{\circ}14'21''$ East for a distance of 80.00 feet to a point on the north right-of-way of 26th Street (also known as Walker Avenue), said point being the Point of Beginning of Parcel 19;

Thence North $35^{\circ}54'04''$ East for a distance of 308.87 feet;

Thence North $89^{\circ}51'01''$ East for a distance of 598.87 feet;

Thence South $01^{\circ}16'03''$ West for a distance of 102.51 feet to a point on the North right-of-way of Aviation Boulevard;

Thence South $83^{\circ}45'16''$ West along said North right-of-way for a distance of 114.40 feet to the beginning of a curve concave to the Northwest;

Thence Southwesterly along said curve, having a radius of 950 feet and a delta of $26^{\circ}30'14''$ for an arc length of 439.45 feet to the Point of Tangency;

Thence continue North $89^{\circ}45'39''$ West along said North right-of-way of 26th Street for a distance of 247.44 feet to the Point of Beginning;

Containing 145,235 square feet more or less.

Property Description
Dodgetown
(B-2010-PLA-0143)
November 9, 2010

License Area "C":

Commencing at the Southwest corner of Section 34, Township 32 South, Range 39 East;

Thence South 89°45'39" East along the South line of Section 34 for a distance of 1,583.90 feet to a point;

Thence North 00°14'21" East for a distance of 281.11 feet to a point on the North right-of-way of 26th Street (also known as Aviation Boulevard), said point being the Point of Beginning of Parcel 17;

Thence North 01°18'03" East for a distance of 425.17 feet to a point;

Thence North 37°49'54" East for a distance of 107.87 feet to a point;



Thence North 76°19'43" East for a distance of 114.11 feet to a point;

Thence South 69°43'29" East for a distance of 648.82 feet to a point on the North right-of-way of said Aviation Boulevard, said point also being on a curve concave to the Southeast;

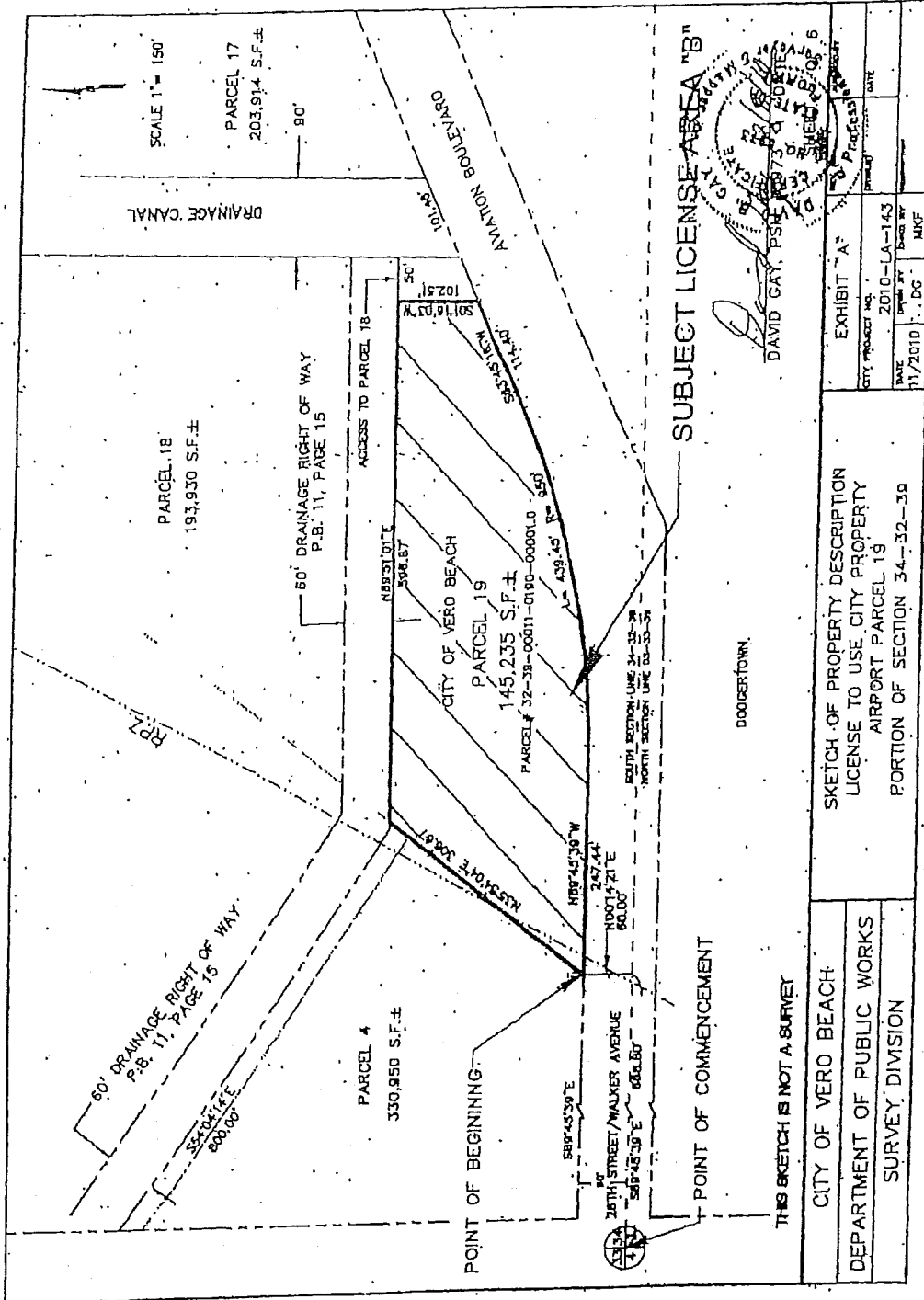
Thence Southwesterly along said curve, having a radius of 1,050 feet and a delta of 21°15'05" for an arc length of 388.45 feet to the Point of Tangency, said point being on the North right-of-way of Aviation Boulevard;

Thence continue South 63°45'18" West along said North right-of-way of Aviation Boulevard for a distance of 470.88 feet to the Point of Beginning;

Containing 203,914 square feet more or less.


David R. Gay, PSM #5963


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Property Description
Dodgertown
(#2010-20)
November 8, 2010

EXHIBIT "B"
PROPERTY DESCRIPTION
PORTIONS OF DODGERTOWN AND DODGERTOWN PARCEL 3-A

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Section 3, Township 33 South, Range 39 East and being more particularly bounded and described as follows:

Commencing at the Northwest corner of Section 3, Township 33 South, Range 39 East;

Thence South 00°00'47" West along the West line of said Section 3 for a distance of 887.01 feet;

Thence South 89°45'39" East for a distance of 50.00 feet to a point on the East right-of-way of 43rd Avenue said point also being the Northwest corner of Dodgertown Parcel 3A as described in Official Record Book 1861, Page 968 of the Public Records of Indian River County, Florida;

Thence South 89°45'39" East along the North line of said Parcel 3A for a distance of 345.39 feet;

Thence South 00°14'21" West for a distance of 85.00 to a point on the North line of said Parcel 3A;

Thence continue South 89°45'39" East along the North line of said Parcel 3A for a distance of 437.69 feet to the Point of Beginning;

Thence from the Point of Beginning continue South 89°45'39" East along the North line of said Parcel 3A for a distance of 468.25 feet to the Northeast corner of Parcel 3A;

Thence South 63°53'04" East for a distance of 328.67 feet to a point on the East line of Dodgertown Parcel 3A;

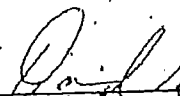
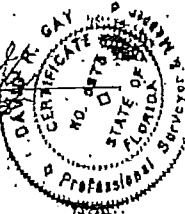
Thence South 18°15'41" East along said East line of Parcel 3A for a distance of 388.49 feet to the Southeast corner of said Parcel 3A;

Thence South 68°22'53" West for a distance of 898.97 feet;

Thence North 02°50'58" West for a distance of 630.37 feet to the Point of Beginning;

Said Parcel containing 519,743 square feet or 11.93 acres.

Said parcel shall be subject to stormwater easements for the 43rd Avenue and Aviation Boulevard improvement projects as required.


David R. Gay, PSM #5875


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EXHIBIT "C"

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST, PROCEED NORTH $89^{\circ}45'39''$ WEST, A DISTANCE OF 1997.62 FEET TO A POINT; THENCE SOUTH $04^{\circ}15'11''$ WEST, A DISTANCE OF 30.07 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF AIRPORT DRIVE (A/E/A 34^A AVENUE, A 90 FOOT RIGHT-OF-WAY) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH $10^{\circ}36'49''$ WEST, A DISTANCE OF 37.55 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1125.14 FEET AND A CENTRAL ANGLE OF $69^{\circ}30'08''$; THENCE SOUTH ALONG SAID CURVE, A DISTANCE OF 186.60 FEET; THENCE SOUTH $20^{\circ}06'57''$ WEST, A DISTANCE OF 82.11 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1825.86 FEET AND A CENTRAL ANGLE OF $19^{\circ}54'25''$; THENCE SOUTH ALONG SAID CURVE, A DISTANCE OF 634.38 FEET; THENCE SOUTH $00^{\circ}12'32''$ WEST, A DISTANCE OF 55.86 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INDIAN RIVER FARMS DRAINAGE DISTRICT MAIN CANAL (300 FOOT RIGHT-OF-WAY); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH $69^{\circ}22'53''$ WEST, A DISTANCE OF 482.50 FEET; THENCE NORTH $15^{\circ}50'35''$ WEST, A DISTANCE OF 50.17 FEET TO A POINT 50.00 FEET NORTH OF AFORESAID MAIN CANAL NORTH RIGHT-OF-WAY LINE; THENCE SOUTH $69^{\circ}22'53''$ WEST ALONG SAID LINE PARALLEL AND 50.00 FEET NORTH OF SAID MAIN CANAL NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1001.21 FEET; THENCE NORTH $18^{\circ}15'26''$ WEST, A DISTANCE OF 386.46 FEET; THENCE NORTH $63^{\circ}53'04''$ WEST, A DISTANCE OF 476.06 FEET; THENCE NORTH $89^{\circ}45'39''$ WEST, A DISTANCE OF 414.56 FEET; THENCE NORTH $00^{\circ}14'21''$ EAST, A DISTANCE OF 876.82 FEET TO A POINT 30.00 FEET SOUTHERLY OF THE NORTH LINE OF SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST; THENCE SOUTH $89^{\circ}45'39''$ EAST ALONG A LINE BEING 30.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID SECTION LINE, A DISTANCE OF 2557.93 FEET TO THE POINT OF BEGINNING.

Exhibit "C"

Description of FF&E

EXHIBIT C

DODGERTOWN INVENTORY

ASSET	DESCRIPTION	SERIAL/PARCEL
25284	KING BED W/ HEADBOARD	
25290	BATA BASEBALL 2PITCH MACHINE	MAINT CLOSET/PMS
25291	BATA BASEBALL 2PITCH MACHINE	MAINT CLOSET/PMS
25294	REACH-IN COOLER (2-DOOR)	
25295	STEAMER	
25296	LCD PROJECTOR-CONF CENTER	CONF CENTER
25299	ICARIAN 505 REAR DELT PECT FLY	
25300	ICARIAN LAT-PULLDOWN & HI-LO PULLEY	
25301	HAMMER ISO-INCLINE PRESS	
25303	52" LCD TV - LOUNGE	LOUNGE
25305	DESK (BEDROOM) - SUITE # 162	SUITE#162
25307	MEDIA CABINET - SUITE # 162	SUITE#162
25308	BLUE SOFA - SUITE #184	SUITE#184
25309	BLUE SOFA - SUITE #174	SUITE#185
25310	DEEP FREEZER/FRIGE-SUITE #162	SUITE#162
25311	BEDROOM DRESSER - SUITE# 162	SUITE#162
25312	NIGHT TABLE	SUITE#184
25313	NIGHT TABLE	SUITE#184
25314	DESK CHAIR - SUITE# 162	SUITE#162
25315	DESK CHAIR - SUITE # 162	SUITE#162
25317	COMMERICAL DRYER-CONF CTR	0412011044
25318	UNIMAC COMM DRYER-CONF CTR	
25320	GALLEY SERVING LINE (3-PCS:HOT/COLD/UTIL	
25321	WOODWAY TREADMILL-MAJOR LEAGUE	5733803
25322	WOODWAY TREADMILL-MAJOR LEAGUE	57348030
25323	SCIFIT PRO 1000 - ARM MACHINE	
25324	HAMMER ISO-BENCH PRESS	
25326	TRUE CYCLE - STATIONARY BIKE	
25329	HAMMER HIGH ROW	
25330	ICARIAN REAR DELT FLY	
25331	ICARIAN 407B CABLE CROSSOVER	
25332	ICARIAN LAT PULLDOWN (2)	W/ASSET 25331
25333	ICARIAN LEG SLED MACHINE	
25334	ICARIAN LEG CURL MACHINE	
25335	ICARIAN LEG EXTENSION MACHINE	
25336	NAUTILUS MACHINE-FREEDOM TRAINER	
25337	TUFF STYLE MACHINE	

ASSET	DESCRIPTION	SERIAL/PARCEL
25338	HAMMER BENCH PRESS VERTICAL	
25340	ICARIAN BICEP CURL	
25342	SCOTSMAN ICE MAKER-MAJ LEAGUE BLDG	07011320017220
25343	UNIMAC COMM WASHER	3110223103
25344	UNIMAC COMM WASHER	3020207317
25345	UNIMAC COMM WASHER	3110223100
25346	MANITOWIC ICE MACH	021261335
25347	CISSEL COMM DRYER	0210000016
25348	CISSEL COMM DRYER	0210000017
25349	UNIMAC COMM DRYER	0710011579
25351	ACCOUNTING OFFICE SAFE	
25355	ICARIAN TRICEPT PRESSDOWN	
25356	ICARIAN LOW ROW	
25357	INIMAC COMM WASHER-CONF CTR	3020454043
25358	MANITOWIC ICE MACHINE	0502646053
25359	MANITOWIC ICE MACH-SANDY KOUFAX	031161557
25360	UNIMAC COMM WASHER-VBD CLUB	3110222566
25363	WAYMTIC TRAILER-PORT CONCESSIONS	1W9532208J1049101
25364	BANNER BEER DISPENSER-3RD BASE	DR81951004
25365	WELLS CARGO TRAILER	1WC200E1103015906
25366	BANNER BEER DISPENSER-HOME BASE	C80870904
25367	SUPERIOR BEER KEG COOLER	
25368	BANNER BEER DISPENSER-1ST BASE	D83371104
25376	BODY MSTERS - INVERTED LEG PRESS	
25377	ACTUPICTH ""IRON MIKE"" PITCHING MACHINE	
25378	ACTUPICTH ""IRON MIKE"" PITCING MACHINE	
25379	A TEC PITCHING MACHINE	
25381	IRON MIKE PITCHING MACHINE	
25382	IRON MIKE PITCHING MACHINE	MAJOR LEAGUE
25383	IRON MIKE PITCHING MACHINE	
25384	JVC SOUND SYSTEM FOR WEIGHT RM	
25385	DIEBOLD SAFE -MAINTENANCE SHOP OFFICE	
25387	TORO SAND PRO 2020	08884-230000127
25388	LESCO TRAILER MOUNTED SPRAYER	
25389	HAMMER STRENGTH ISO-LATERAL BENCH PRESS	
25394	FORD TRACTOR 2810	
25395	FORD TRACTOR W/FRONT END LOADER & BOX	
25396	SQUEALER BUSHHOG MOWER	12-47504
25397	TORO AERATOR AERIFIER 687	
25398	QUICKPASS TOPDRESSER	8929

ASSET	DESCRIPTION	SERIAL/PARCEL
25400	FORD 2810 TRACTOR	
25404	RYAN 5HP ROLLER	
25405	HYDRO PRO OUT FRONT DECK MOWER	
25408	JOHN DEERE SAND PRO 1200A	128000-7050
25410	TORO 3100 REEL MOWER	
25411	TORO GROUNDSMASTER 3500	
25412	TORO GROUNDSMASTER 228D	30241-210000216
25413	TORO 1600 REEL MOWER	
25414	FOLEY UNITED BED BLADE SHARPENER	00E66001108
25415	NEARY SPIN-MATIC II REEL GRINDER	
25416	DIAMOND VERICUTTER	A5FU0695011
25420	STUDIOMASTER MIXING BOARD W/CASE	CONF CENTER CLOSET
25421	SAMSON 600W POWERED MIXER	CONF CENTER CLOSET
25422	DA-LITE PODIUM	CONF CENTER CLOSET
25629	21" KAWASAKI COMMERCIAL PUSH MOWER	290000485
25702	ICE MACH-MOD GEM956A BILL BUHLER	10021280012070
25703	KM-5035 COPIER-FRONT DESK LOBBY	M3033008
25705	DELUXE EURO CLUB SOCCER GOAL - 8 X 24	SET OF TWO
25706	DELUXE EURO CLUB SOCCER GOAL - 8 X 24	SET OF TWO
25758	30" HOTEL ICE DISPENSER - MODEL SPA310	610084563
25929	KOMBI BATT OPER FIELD STRIPER	
25930	KOMBI BATT OPER FIELD STRIPER	
25932	HP PROCURVE SWITCH FOR WIRELESS NETWORK	FRONT LOBBY
25939	SALVAJOR MODEL 300 DISPOSER	34254
25940	5-ROW ADA BLEACHERS	FIELD 1
25941	5-ROW ADA BLEACHERS	FIELD 2
25942	5-ROW ADA BLEACHERS	FIELD 5
25943	5-ROW ADA BLEACHERS	FIELD 6
25981	VULCAN HART MOD #VCRG36-T GRIDDLE	DV1024783
25982	GARLAND MOD #MCO-E-5 CONVECTION OVEN	10L14006
25983	SOUTHBEND MOD#R2 COUNTERTOP STEAMER	10L14006
25984	MOD #TSSU-48-12 REFRIG CTR SANDWICH TOP	5404308
25985	CONCESSION BEER DISPENSING SYSTEM	
25986	COPPER TURF PORT PITCH MOUND	
25987	COPPER TURF PORT PITCH MOUND	
26144	A/C UNIT ROOMS 109-150	VERO BEACH SPORTS VILLAGE
26145	VBSV PORT SHADE STRUCTURE FOR DUGOUT	
26146	VBSV PORT SHADE STRUCTURE FOR DUGOUT	
26147	MAIN CONCESSIONS BEER ROOM COMPRESSOR	11B41429U
26174	USED 2006 CLUB CAR CARRYALL 2 ELECTRIC	S0601-587816

ASSET	DESCRIPTION	SERIAL/PARCEL
26262	HP LASERJET CP4025DN COLOR PRINTER	BEHIND NANCY'S DESK
26263	SELF CONTAINED EXTRACTOR CARPET CLEANER	
26264	HP COLOR LASERJET PRINTER	FRONT DESK
26265	HECTOR TURF PROFORCE BLOWER	311000666
26266	2012 TRIPLE CROWN UTILITY CART	1XNU6X109B1034482
26267	GROUNDMASTER 4300-D W/COOL TOP & CANOPY	311000119
26273	MANITOWOC ICE MACHINE MODEL ID-0852A	CONF CENTER
26274	AIR COMPRESSOR - SHOP	
26308	GROUNDMASTER 72" BASE DECK MOWER	311000217
26309	2006 CLUB CAR CARRYALL 2 PLUS ELECTRIC	QT0637-677662
26320	CLEVELAND GAS KETTLE - MODEL #KGL-25	111023059817
26321	POWERPAN GAS TILTING SKILLET - SGL30T1	120123051238
26322	CASEY 3G PITCHING MACHINE	
26323	CASEY 3G PITCHING MACHINE	
26324	TRANE 6 TON R410A 3 PHASE SPLIT SYS A/C	EXECUTIVE BUILDING
26330	LINCOLN IMPINGER PIZZA OVEN	12022350000741
26365	WCA3602GKR AIR CONDITIONING UNIT	X113467929
26366	FUJITSU A/C UNIT FOR ROOM 159	
26367	FUJITSU A/C UNIT - BACKUP UNIT	
26368	LAUNDRY MACHINE W/BILL CHANGER	1202066
26369	ACER DESKTOP COMPUTER W/20" LED MONITOR	00186-164-519-429
26370	SELF CONTAINED CARPET EXTRACTOR	4NEK6
26484	2008 TORO WORKMAN 3300 DIESEL UTIL VEHIC	07362-260000213
26485	2008 TORO 5040 SAND PRO W/ATTACHMENTS	08705-270000699
26486	26" WIDE AREA CARPET VACUUM	SUMR1
26514	MANITOWOC ID-0452A ICE MAKER-QUAD CONCES	1101089476
26515	TRUE FOOD SERVICE T-23F REACH-IN FREEZER	7315661
26516	TRUE FOOD SVC REACH-IN REFRIGERATOR T-23	7304383
26517	VULCAN HART VC4GD GAS CONVECTION OVEN	541053916
26518	CLEVELAND RANG 22CGT3 CONVECTION STEAMER	1203230000851
26519	SATURN SUSS-48-12 SANDWICH PREP UNIT	MNN-LST3R-0017
26520	ALFA INTL ABB-2 FROZEN DRINK MACHINE	11104547
26521	GVG 16-8 COMBINATION VENDING MACHINE	FRONT OFFICE
26526	SAMSUNG 55" LED TV-SUITE #162	Z54D3CXC400450N
26572	PORTABLE FOOTBALL GOAL POST-18'6" X 30'	FIELD 4
26573	PORTABLE FOOTBALL GOAL POST-18'6" X 30'	FIELD 4
26632	TORO PROCORE 648 AERIFIER	09200-940000117
26662	PS604DM VICON 3-PT HITCH SPREADER	
26655	2008 TORO MULTIPRO 1250 SPRAYER	41177-280000486
27073	2010 GRADEN WALKING VERTICUTTER MOWER	GTMGS040798/34

ASSET	DESCRIPTION	SERIAL/PARCEL
27430	WSN100 WINDSCREEN BAT EYE-59'3" X 25'	FIELD 1
27431	WNS100 WINDSCREEN BAT EYE - 59'6" X 25'	FIELD 2
27432	2010 TORO 5610 MIDWEIGHT FAIRWAY UNIT	03690-310000103
27436	TRUE T-49' SOLID 2 DOOR REFRIGERATOR	
27437	MANITOWOC ID0452-161 ICE MACHINE-30" BI	CAMPANELLA BLDG
27438	WIRELESS MICROPHONE SYSTEM & AUDIO MIXER	CONF CENTER
25410A	18 HP BRIGGS & STRATTON V-TWIN ENGINE	TORO 3100 - ASSET #25410
27444	VIVITEK DLP D952HD PROJECTOR	CONF CENTER
27445	2010 ELECTRIC CARRYALL II TURF TRUCKSTER	076923
27446	2010 ELECTRIC CARRYALL II TURF TRUCKSTER	076925
27447	2010 ELECTRIC CARRYALL II TURF TRUCKSTER	110665
27448	2011 CLUBCAR CARRYALL/TURF 2 UTIL VEH	179546
27449	2011 CLUBCAR CARRYALL/TURF 2 UTIL VEH	179559
27450	2011 CARRYALL I TRUCKSTER	179599
27451	2006 WORKMAN 3200 TRUCKSTER COMPLETE	260000405
26485A	BRIGGS & STRATTON ENGINE FOR ASSET#26485	
27652	HIGH SPEED BURNISHER COMM CARPET CLEANER	
27653	LITTER VAC OUTDOOR VACUUM	KV650H
27754	DISHWASHER RACK TYPE	216736
27897	GRAVELY PRO 24 SP HI WHEEL MOWER	911701-004053
27898	2010 CLUB CAR CARRYALL VI	VG0109-995783
27899	2010 CLUB CAR CARRYALL VI	
27903	CLUB CAR CARRYALL 1 GOLF CART	
27904	CLUB CAR CARRYALL 1 GOLF CART	
27905	CLUB CAR CARRYALL 1 GOLF CART	
27906	CLUB CAR TURF 2 GOLF CART	
27994	VULCAN HD RANGE - 24" GRIDDLE	481828078
27995	VULCAN HD RANGE - 24" GRIDDLE	481828079
27996	VULCAN HD RANGE - 24" CHARBROILER	481828080
27997	VULCAN HD RANGE - 36" W/3 HOT TOPS	481828081
27999	2015 KUBOTA TRACTOR W/FORKS,	50697
27978	3 HP ALUMINUM HOUSING GARBAGE DISPOSER	
28024	BOTTLE COOLER	8444195
28044	SAMSUNG 75" LED FLAT SCREEN TV	
28045	SECURITY ALARM SYSTEM FOR LOUNGE	
25393A	CHARTERHOUSE - VERT MOWER SWEEPER	
28080	LOCHINVAR 200 GALLON STORAGE TANK	B15J00275877
28081	LOCHINVAR 200 GALLON STORAGE TANK	A15J00273789
28087	9000 LB CAP BASE PLATE LIFT W/TRACTOR	
28088	1000 LB CAP AIR OPERATED MOTORCYCLE LIFT	

ASSET	DESCRIPTION	SERIAL/PARCEL
28228	ICE MACHINE COMPRESSOR UNIT (STADIUM)	14HL0259U-MAIN CONCESSION
28229	146'X34' STADIUM BACKSTOP NETTING	
28230	CUSTOM FIELD NETTING FOR	
28309	POWERLITE 935W WXGA 3LCD PROJECTOR	
28310	SAMS4 SPS 345 POS REGISTER	1412370040
28311	2012 USED 48 VOLT CLUB CAR GOLF CART	AQ1219-279029
28312	2012 USED 48 VOLT CLUB CAR GOLF CART	AQ1219-279448
28345	CHICAGO COMET 66" GAS FLATWORK IRONER	62586
28346	GREEN WSN100 WINDSCREEN 59'6" X 21'7"	FIELD 6
28351	420LB ICE MACHINE - ALSTON/KOUFAX	1120044149
28402	HACK ATTACK BASEBALL PITCHING MACHINE	5078
28403	HACK ATTACK BASEBALL PITCHING MACHINE	5079
28576	KYOCERA TASKALFA 250CI COLOR COPIER	QJH0908162
28740	NEW CROWN CDI4000 AMPLIFIER	STADIUM
28741	ELEC PANEL FOR VENDOR POWER-FIELDS 7&8	QUAD FIELDS 7 & 8
28742	LENNOX 5 TON A/C SYSTEM - DODGER OFFICE	DODGERTOWN OFFICE
28768	125# CAP HPS CHARIOT FERTILIZER SPREADER	
28769	GRACO FIELDLAZER 3400 LINE PAINTER	
28810	162" HOOD FOR KITCHEN	ON ROOF
28811	A/C UNIT FOR HOUSEKEEPING #172	5115GS03430
28812	A/C UNIT - ROOM #141	5115GS01441
25758A	DISPENSER MOTOR & AGITATION TIMER	
28845	BACKUP A/C UNIT (STOCK)	5115GS02840 - 5115GS01226
28846	A/C UNIT FOR ROOM #110	5115GS01229 - 5115GS02820
26485B	RAHN REAR MOUNT LIP BROOM ATTACHMENT	31994
26485C	VIBRATORY GAS EDGER W/REAR HYDRAULICS	
29043	FUJITSU OUTDOOR A/C UNIT - ROOM 112	
29068	RIO 19K 230V A/C SYSTEM-RM 149	
29155	12K 230V A/C UNIT - RM 173	
29156	18K 230V A/C UNIT - RM 158	
29157	2012 JOHN DEERE PRO-GATOR TRUCKSTER	TC202ATKCTO60300
29158	2011 PRECEDENT 4-PASSENGER GOLF CART	PH1118-191043
29159	REFURBISHED UNIMAC 75# DRYING TUMBLER	
29160	RIO 18K 230V A/C UNIT - RM 161	
29161	18K 230V VIREO A/C UNIT - RM 183	5115GS01410
29568	GARBAGE DISPOSER UNDER DISHWASHER SINK	44672
29569	LOCHINVAR HOT WATER HEATER & BOILER	ROOM 159
29570	RIO 18K 230V A/C SYSTEM - ROOM 188	
29571	RIO 18K 230V A/C SYSTEM - ROOM 133	
29572	RIO 18K 230V A/C SYSTEM - GIFT SHOP	

ASSET	DESCRIPTION	SERIAL/PARCEL
29573	COSMO SERIES 8X8 VIDEO SCREEN	CAPENELLA ROOM
29574	TRANE 5 TON SPLIT COOL A/C SYSTEM	S.T. BUILDING - UNIT #204
29575	14SR STRAIGHT COOL A/C SYSTEM - RM 143	
29576	18K 230V EVAP A/C SYSTEM - BACK UP UNIT	BACK UP FOR ROOMS
29577	ELECTRICAL DISTRIBUTION PANEL	
29578	7.5 TON A/C SYSTEM - DORM LOCKER RM	STADIUM
29579	HOSHIZAKI FLAKER A/C SYSTEM	BUHLER ROOM
29580	CUSTOM BATTING TUNNEL NET-16X14X80	
29651	2012 TORO PROPASS 200 TOPDRESSER	312000215
29652	TRANE A/C UNIT - SPRING TRAINING	4TWA0460A4000AA
29653	58' X 25' BATTER'S EYE WINDSCREEN	STADIUM
29654	2013 TORO 3040 SAND PRO TRAP RAKE	313000155
29656	2013 TORO MULTIPRO 1250 SPRAYER	312000123
29764	FRONT OFFICE A/C BLOWER MOTOR- ATTIC	
29765	AUTOMAT DRAG MAT (INFIELD DRAGGER)	
29766	WOVEN WOOD PRIVACY SHADE RM 162	MASTER BEDROOM
29767	DOUBLE STEEL DOORS - DRYSDALE ROOM	WESTSIDE CONFERENCE
29768	FANCOIL TXV 5T A/C AIR HANDLER	MEDICAL ROOM
29769	MINI SPLIT 12K 230V A/C UNIT	ROOMS 117 & 189
29824	E-HACK ATTACK SOFTBALL PITCHING MACHINE	
29825	MULTI24HP 24K 3 ZONE A/C UNIT - RM 185	ROOM #185
29826	18K 230V EVAP A/C UNIT-RM 182	ROOM 182
29827	18K 230V EVAP A/C UNIT - RM 187	ROOM 187
29828	DINING ROOM A/C #3 COMPRESSOR	DINING ROOM
29831	LOCHINVAR PROPANE BOILER FOR KITCHEN	
29837	DINING ROOM A/C #1 COMPRESSOR	
29995	STALKER PRO II RADAR GUN	8109
29996	JACKIE ROBINSON ROOM COMPRESSOR	
29997	18K 230V A/C UNIT - RM 115	
30020	TUFFY WINDSCREEN BAT EYE 21'9" X 59'4"	
30021	GRANDAIR 1.5 T A/C UNIT - RM 142	X174360383
30022	LENNOX 4 TON A/C UNIT - HALL OF FAME	1917H15861
30034	18K 230V EVAP A/C UNIT - RM 155	
30035	18K 230V EVAP A/C UNIT - RM 155	
30294	HASH MARK ALUMINUM STENCIL-FOOTBALL FLD	
30297	GREE 3.5 TON A/C UNIT-LA WEST WING EQUIP	4816GS01417
30299	KOMBI BATT OPER FIELD STRIPER	
30300	CONDENSOR & TIME CLOCK-WALK IN FREEZER	
30323	15 & 20 TON SPLIT A/C SYSTEM W/DUCTWORK	
29756	LOCHNIVAR GAS FIRED WATER HEATER	ROOM #172

ASSET	DESCRIPTION	SERIAL/PARCEL
30361	GREE 18K 230V A/C UNIT - RM 111	3717GS05567/3517GS05568
30406	WIFI ADDITIONS TO FIELDS 1-4	

Exhibit "D"

Requisition Request

REQUISITION REQUEST NO. _____

DATE: _____

TOTAL DISBURSEMENT REQUESTED: \$ _____

REFERENCE: Facility Lease Agreement dated as of December __, 2018 (the "Lease") between Verotown, LLC, as lessee ("Verotown"), and Indian River County, Florida, as lessor (the "County")

_____ as the Capital Reserve Account Agent (the "Capital Reserve Account Agent") is hereby requested to disburse from the Capital Reserve Account established in the Lease to the person, firm or corporation designated below as Payee, the sum set forth below such designation, in payment of the cost of the items of authorized capital improvements, eligible maintenance, repairs or replacements pursuant to the Lease.

The undersigned, on behalf of Verotown, hereby directs and instructs the Capital Reserve Account Agent to pay \$ _____ in accordance with the invoices attached hereto as Exhibit A, and certifies in connection with such direction that:

(a) The items described on Exhibit "A" hereto represent authorized capital improvements, eligible maintenance, repairs or replacements which have been constructed or installed at the Facility and the construction or installation of such authorized capital improvements, eligible maintenance, repairs or replacements has been completed on or before the date hereof,

(b) Verotown has conducted such inspection and/or testing of the authorized capital improvements, eligible maintenance, repairs or replacements as they deem necessary and appropriate and have accepted the same; and

(c) The authorized capital improvements, eligible maintenance, repairs or replacements described on Exhibit "A" hereto are covered against all risks pursuant to the policy of insurance required by the Lease.

In the event Verotown is to be reimbursed for invoices previously paid by Verotown for such items, written evidence of such prior payment and the amount thereof is also attached to this Requisition Request.

Attached hereto are the following (check each item attached), each of which is true and correct in all respects:

- A true copy of the applicable purchase order;
- Bills of sale for any component of the capital improvements, maintenance, repair or replacement for which a bill of sale may be delivered; and/or
- A true copy of the Payee's statement or invoice.

4. Please disburse the following amount to the following Payee (if more than one Payee, please attach additional pages hereto setting forth the following information):

Payee: _____

Amount: _____

Address: _____

Invoice No.: _____

5. To induce the County to approve this Requisition and authorize the Capital Reserve Account Agent to disburse funds held in the Capital Reserve Account, the undersigned certifies that there are no outstanding construction liens against the Facility.

6. The following constitutes an itemized list of attachments to this certificate (if applicable):

(a) Contractor's Application for Payment (AIA Forms G702 and G703).

(b) Architect's Certificate (AIA Forms G702 and G703).

[Remainder of page intentionally left blank.]

Exhibit "E"

Estoppel Certificate

ESTOPPEL CERTIFICATE

In connection with _____ (the "_____") being made by _____ a _____ company, its successors and assigns ("_____") to _____ ("County/Verotown"), the undersigned ("County/Verotown") states, represents and warrants to _____ as follows:

(a) County entered into a certain **Amended and Restated Facility Lease Agreement** with Verotown dated _____ [and amended by that certain _____ dated _____] ([collectively,] the "Lease") leasing to Tenant a portion of the premises commonly known as _____ (the "Property").

(b) The description of the Lease is true, correct and complete, including all amendments, supplements and modifications thereto. Attached hereto as **Attachment A** is a true, correct and complete copy of the Lease. County/Verotown has properly executed the Lease and the Lease is in full force and effect.

(c) Verotown has accepted possession of the Facility, and all items to be performed by County/Verotown have been completed, except as follows (if none, so state):

(d) To the best of the undersigned's knowledge, no default on the part of County/Verotown exists under the Lease in the performance of the terms, covenants and conditions of the Lease required to be performed on the part of County/Verotown other than:

(e) Other information reasonably requested: _____

(f) County/Verotown acknowledges and agrees that _____ is relying on the representations and warranties contained in this Certificate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

COUNTY / VEROTOWN:

By: _____

Name: _____

Its: _____

Date: _____, 20__

Attachment A to Estoppel Certificate

COPY OF LEASE

STATE OF FLORIDA



JEB BUSH
GOVERNOR

Office of the Governor

THE CAPITOL
TALLAHASSEE, FLORIDA 32399-0001

www.flgov.com
850-488-7146
850-487-0801 fax

January 1, 2001

Ms. Fran B. Adams
Chairman, Board of County Commissioners
Indian River County
1840 25th Street
Vero Beach, FL 32960

Dear Ms. Adams:

It is my pleasure to inform you that Indian River County has been approved by the Office of Tourism, Trade, and Economic Development (OTTED) for certification as a Facility for a Retained Spring Training Franchise in accordance with Section 288.1162, Florida Statutes.

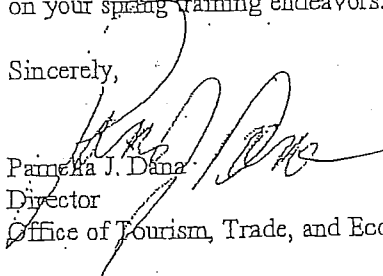
We received a total of seven applications, each thoroughly evaluated by an OTTED-led review panel. From this evaluation, five applications, to include that submitted by your community, were approved for certification. On whole, I am told the panel was quite impressed with the quality and comprehensiveness of all of the applications submitted for consideration.

Please find enclosed an official certification. This letter, along with the signed certification, serves as notice that Indian River County is hereby certified as a Facility for a Retained Spring Training Franchise and, thus, eligible to receive specified funds pursuant to Section 212.20, Florida Statutes.

If you have any questions regarding this certification, please feel free to contact Ms. Jean Hartman, Senior Attorney for OTTED at (850) 487-2568, or Mr. Marshall Stranburg, Chief Assistant General Counsel, General Tax Administration within the Florida Department of Revenue at (850) 488-0712.

I offer you my sincere congratulations on this certification, and wish you much continued success on your spring training endeavors.

Sincerely,


Pamela J. Dana
Director
Office of Tourism, Trade, and Economic Development

cc: Jean Hartman, Senior Attorney
Larry Pendleton, President, Florida Sports Foundation
Marshall Stranburg, Chief Assistant General Counsel, Department of Revenue



Governor's Mentoring Initiative

BE A MENTOR. BE A BIG HELP.

1-800-825-3786

Exhibit "F"

Schedule of Non-Ad Valorem or Special Assessments

County Landfill Fee



CERTIFICATION

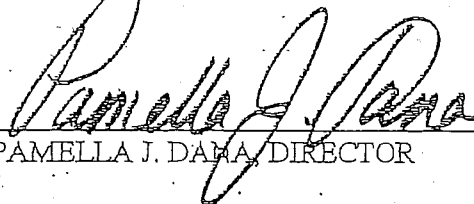
WHEREAS, the Office of Tourism, Trade, and Economic Development is authorized pursuant to Section 288.1162, Florida Statutes, to certify applicants as a Facility for a Retained Spring Training Franchise; and

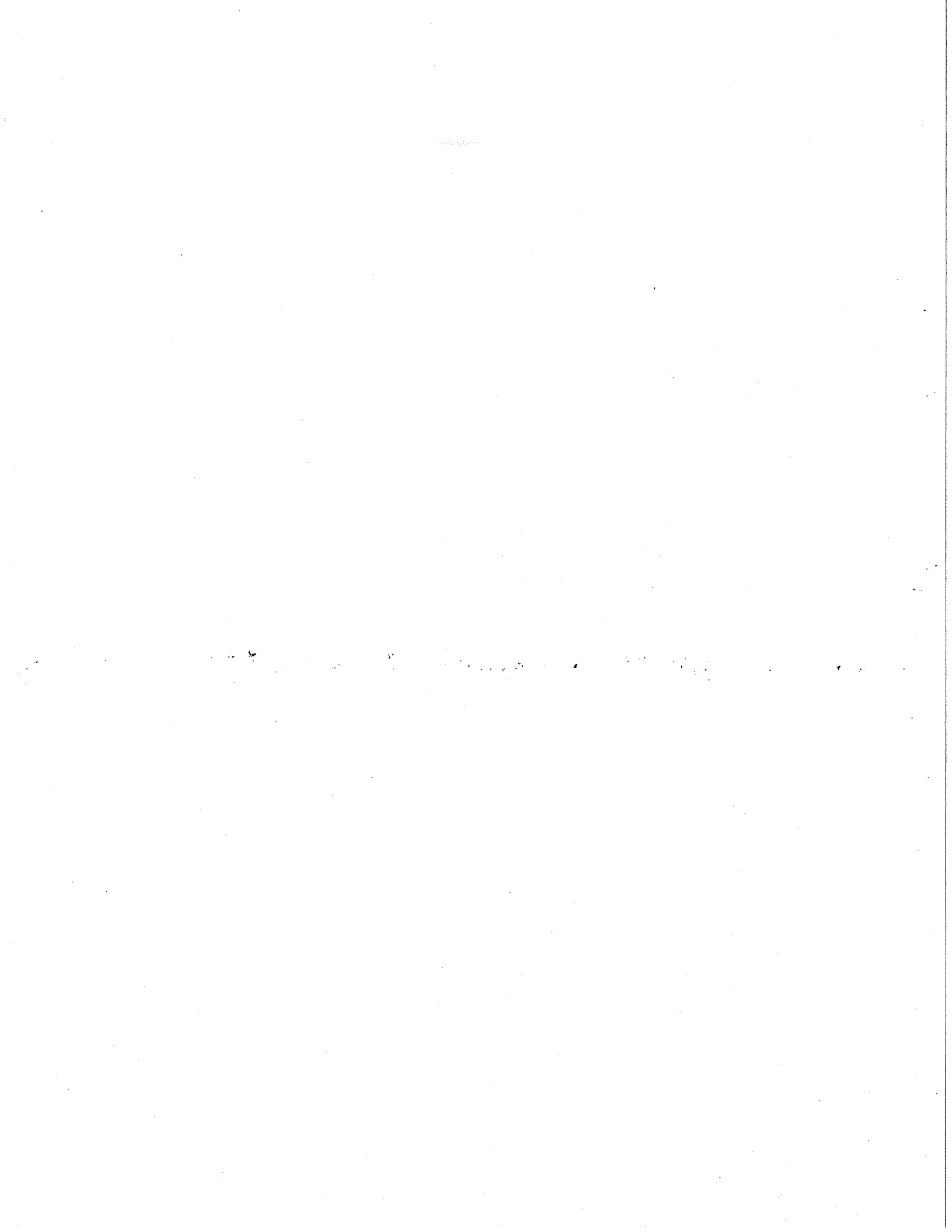
WHEREAS, the Office of Tourism, Trade, and Economic Development has received and reviewed the application from Indian River County; and

WHEREAS, the Office of Tourism, Trade, and Economic Development has evaluated the application, and has found that the application complies with the requirements of Section 288.1162, Florida Statutes, and that the applicant should be certified:

NOW, THEREFORE, I, Pamela Dana, as Director of the Office of Tourism, Trade, and Economic Development, by virtue of the authority vested in me by the State of Florida, do hereby certify Indian River County as a Facility for a Retained Spring Training Franchise, effective immediately, pursuant to Section 288.1162, Florida Statutes.

IN TESTIMONY WHEREOF, I have hereunder set my hand to be affixed at Tallahassee, 2001 The Capitol, on the 1st day of January, 2001.


PAMELLA J. DANA, DIRECTOR





Event Economic Impact Report

Event Name Jackie Robinson Spring Training
 Event Date January 1, 2020 - March 13, 2020 (6 weeks cancelled due to COVID-19)
(March 14-April 30 cancelled due to COVID-19)

Estimates for average daily spending are provided by the Florida Sports Foundation.

Total Expected Adult Participants: Overnight 575 Total Expected Youth Participants: Overnight 533
 Total Expected Adult Spectators: Overnight 319 Total Expected Youth Spectators: Overnight 161

	Number		Avg. # Nights in Hotel		Avg. Spending		Economic Impact	
Adult Participants	575	X	6	X	\$155.90	=	\$ 537,855.00	
Adult Spectators	319	X	6	X	\$155.90	=	\$ 298,392.60	
Youth Participants	533	X	6	X	\$77.95	=	\$ 249,284.10	
Youth Spectators	161	X	6	X	\$77.95	=	\$ 75,299.70	
Projected Economic Impact								\$ 1,160,831.40

Total Expected Adult Participants:
 Local/Drive-in 0 Total Expected Youth Participants: Local/Drive-in 0
 Total Expected Adult Spectators: Local/Drive-in 0 Total Expected Youth Spectators: Local/Drive-in 0

	Number		Avg. # Days Participating		Avg. Spending		Economic Impact	
Adult Participants	0	X	6	X	\$125.00	=	\$ -	
Adult Spectators	0	X	6	X	\$125.00	=	\$ -	
Youth Participants	0	X	6	X	\$63.00	=	\$ -	
Youth Spectators	0	X	6	X	\$63.00	=	\$ -	
Projected Economic Impact								\$ -

Total Direct Economic Impact \$ 1,160,831.40
 Total Output Impact \$ 2,008,238.32

Total Room Nights 4,315 IRC 4,315 MC _____ SLC _____
 Total No. of Teams 37
 Total Participants 1588 Total Athletes & Coaches 1108

Grant Requested	\$20,000
Grant Awarded	\$15,000
Approved	RH
Budgeted	\$20,000

[For Internal Use Only]

TREASURE COAST



SPORTS COMMISSION

Economic Impact & Facts **Jackie Robinson Training Complex**

The Jackie Robinson Training Complex (JRTC), formerly known as Historic Dodgertown, is a multi-sport, full service, venue for all ages across the globe generating thousands of hotel room nights and millions of dollars in economic impact for Indian River County. Annually, over three months span of time, approximately 140 teams with an average length of stay of 6 nights, converge on the JRTC to participate in its Spring Training for Colleges and High Schools. This Spring Training Program alone traditionally tracks around 12,000 room nights with an estimated economic impact of \$3,996,029. Unfortunately, this year's Spring Training Program was seriously impacted by COVID-19, only tracking 4,315 room nights with an estimated economic impact of \$1,160,831 (2020 JRTC Spring Training Economic Impact Report attached). Some additional venue facts and events hosted at the JRTC are below.

- JRTC hosts several national and international organizations competing in a variety of sports.
- JRTC is the annual host to the SK Wyverns Professional Baseball Team.
- Over a span of 6 weeks annually, Minor League Baseball (MiLB) host its Umpire Training Academy at JRTC. This academy generates 2,000 plus trackable room nights.
- JRTC hosts the RBI (Reviving Baseball in Inner Cities) World Regional and RBI Softball and Baseball World Series, totaling over 1,500 actualized room nights. Cancelled due to COVID19

TREASURE COAST



SPORTS COMMISSION

- JRTC partners with Major League Baseball (MLB) to provide the Elite Developmental Invitational for softball and the Hank Aaron Invitational for baseball (a combined 18 days in length). These invitationals bring underprivileged kids to JRTC for a chance to collaborate and learn from MLB Players and Executives. This event is changing its name to the Hank Aaron Invitational. Cancelled due to COVID19
- Annually, JRTC hosts the Jackie Robinson Celebration Game for the Florida State League with an average attendance of 6,000 fans. Cancelled due to COVID19
- JRTC was the training location for the Beijing Eagles, China National Softball program. Spanning over 20 weeks, the Eagles trained and stayed at JRTC, generating over 4,000 room nights.
- JRTC previously hosted 3 Canadian Football League teams and 1 Collegiate Football Program for Mini-Camp.
- In 2018, JRTC hosted the inaugural season for Your Call Football, spanning over six weeks generating 2,900 room nights.
- JRTC traditionally hosts over 3,000 games/practice on a yearly basis.
- JRTC is a State of Florida Heritage Landmark and the first sports facility added to the U.S. Civil Rights Trail.

Study of Tourist Behaviors and
Economic Impact of Tourism
in Indian River County

Prepared for
Indian River County Chamber of Commerce

Prepared by
Lori Pennington-Gray, Ph.D.
&
Stephen Holland, Ph.D.

Center for Tourism Research & Development
Department of Recreation, Parks & Tourism
PO Box 118209
Gainesville, FL 32611-8209
352-392-4042 x1318 or x1313
www.hhp.ufl.edu

December, 2001

Introduction

The following objectives set the parameters for this study:

Primary Objectives

- Objective 1: To determine the overall impact of tourism in Indian River County during three seasons (Winter, Spring and Summer).
- Objective 2: To assess current county tourism characteristics during three seasons and provide recommendations for the future based on demographic and travel-related trends.
- Objective 3: To assess tourists' satisfaction levels with Indian River County at different times throughout the year.

Secondary Objective

- Objective 1: To assess different market segments based on trip purpose and provide recommendations for the future based on these findings and travel trends.

Methods for Collecting Data

The respondents included tourists who visited one of thirteen sites in Indian River County. Surveying began on January 15, 2001 and continued until October 1, 2001. During the research phase, each of the sites were visited at least twice. Contact with visitors was made by independent interviewers hired by PMR, Inc., Gainesville, FL.

Interviewers worked in either teams of two or as an individual. They were instructed to approach every fifth person, alternating males and females. A quota was established for each site and season. Quotas ranged from 15 to 50 completed surveys. Business and leisure visitors who traveled from outside the county were included in the sample. The intercept interview was an eight page questionnaire that was administered through a personal interview.

A map of the county was provided ensuring accuracy of respondents answers regarding spending in the area.

Six-hundred surveys were completed.

Executive Summary

1. The most frequently used accommodations were commercial accommodations (59%) and staying with friends or relatives (25%). Within commercial accommodations, mobile homes and campgrounds accounted for about 4% of the accommodations used by visitors.
2. Approximately 80% of the visitors were repeat visitors to Indian River County.
3. Approximately 60% of the visitors visited Indian River County 1 to 4 times in the previous 12 months.
4. Primary destinations for these travelers were a local resort or inn (20%), Prime Outlet (15%), festivals/events (12%), the beach (11%), the Dodger's (10%), Sebastian Inlet (8%) and visiting friend's or relative's home (7%); all other destinations accounted for less than 6% each.
5. Primary reasons for visiting the county were: the beach/outdoor recreation (25%), visiting friends or relatives (23%), festivals/events (14%), shopping (11%), business trip (5%) and Dodger's game (5%).
6. Activities included: visiting the beach (69%), shopping (53%), attending a festival (30%), visiting a community or city park (28%), swimming in a pool (26%), and attending a Dodger's game (20%).
7. The highest rated satisfaction factors were: friendliness of the people with a 95% satisfaction rating, quality of the beaches with a 95% satisfaction rating, good overall value for money spent with a 93% satisfaction rating, variety of things to do with an 84% satisfaction rating, quality of lodging with a 82% satisfaction rating, and quality of restaurants with a 82% satisfaction rating. There were no activities with a greater than 13% dissatisfaction rating.
8. The return potential was high with 80% of the visitors indicating that it was very likely that they would return and 18% saying it was somewhat likely. Only about 1% said it was unlikely that they would return.
9. The characteristics most agreed with about Indian River county were that the county has: good climate and weather, relaxing atmosphere, attractive scenery, beautiful greenery and parks, accessible roads to attractions, good sporting events, good shopping centers and facilities, restaurants, festivals/events and a good variety of accommodations and recreational activities.
10. Most visitors to Indian River County were from other counties in Florida rather than from out of state.
11. The "typical" visitor to Indian River County had incomes over \$50,000 annually, had a bachelors degree or higher as an educational background and were employed full time (60%) or retired (30%). The sampled visitors were about equally female and male, about half were under 50 years of age and about 70% had no dependent children living at home.
12. Slightly more than half (57%) of the sampled visitors were traveling in groups of two, 16% were solo travelers, about 6% in groups of 6 or more and 21% in groups from 3 to 5.
13. About 37% were day visitors, 25% were 1 or two night visitors, 22% spent 4-7 nights and 15% stayed more than 7 nights. The median stay was 4 nights and the most frequent stay was as a day visitor or, for overnighters, two nights.

Conclusions

There are a few main conclusions that have come out of this study. They will be presented in the following areas:

- Primary market segment(s)
- Economic impact

Primary Market Segments

Primary Purpose of Trip

1. Visiting Friends and Relatives (VFR) are the first largest market segment, they spend the most (\$539.05/trip) and participate in the most amount of activities in the county (average 4.3 activities). Half of the VFR segment stay in private residences, while half stay in commercial accommodations. VFRs are most likely to be first time visitors and are highly satisfied with tourism opportunities in the county
2. Outdoor recreationists are the second largest market segment, but spend the third greatest amount of money (\$277.10) and they participate in an average of 3.6 activities each trip. They tend to stay in commercial accommodations. Typically, they are younger, employed full time and usually Florida residents.
3. Festival and event visitors are the third largest segment, they spend \$276.73 per trip and come to Indian River County an average of 19 times each year. Typically, they are in-state residents, spend moderate amounts of money and stay in commercial accommodations one third of the time. They also stay in condos or apartments more frequently than other segments.
4. Beach visitors are the fourth largest segment but they spend the second largest amount of money, they tend to stay in resorts for approximately one week, are middle income families from both Florida and out-of-state and participate in the second greatest number of activities while in the community.
5. The shopping visitor is typically a Florida resident, who is loyal to the area (most frequent number of previous visits) stays in commercial accommodations, spends the least amount of money, participates in the fewest number of activities and has the lowest satisfaction scores.

Day trippers vs. Overnighters

1. Day trippers spend 1/5th the amount that overnight visitors do.
2. Day trippers come an average of 21 times a year and spend \$108 each time for a total of \$2,268.
3. Day trippers participate in half the activities in the county as that of overnight visitors.
4. Day trippers tend to be Florida residents and coming to the county to attend a festival or event or shopping.
5. Although day trippers do not contribute to the "bed tax" - they are still a substantial segment to tourism in IRC.

Repeat Visitors vs. First timers

1. Repeat visitors stay longer but spend less. They tend to be Florida residents, stay in commercial accommodations, stay short number of nights, and spend almost half as much as first timers. However, this segment also comes to the county approximately 13 times each year. Therefore, this is a substantial segment. Over a year they spend on average \$4,958.
2. First time visitors spend more money on a single trip although they stay a shorter amount of time and only visit once a year.

Florida Residents vs. Out-of-State residents

1. Florida residents are the larger of the two markets, they tend to visit on average 19 times a year for attending festivals/events, shopping and outdoor recreation. They spend about 1/6th as much as out-of-state residents on each trip (\$191.67), but due to the frequency of travel to the county, their overall spending is much greater at \$3,641.67. Florida residents who visit Indian River County tend to be retired with high incomes.
2. Out-of-state residents are a slightly smaller market, yet they spend more money per trip than Florida residents (\$632.91). Although it is only once a year, it is still a substantial amount. This market tends to participate in more activities per trip and be more satisfied overall with their vacation.

Likely to Return vs. Unsure or Not Likely to Return Visitor

1. Those who are highly likely to return are more likely to be Florida residents, participate in an average of 3.5 activities per trip, stay in a variety of commercial accommodations, visit purpose is to shop, participate in outdoor recreation and visit a festival or event. This market is somewhat older, with moderate income levels, and employed full time. This market visits the county an average of 13 times a year. They are extremely loyal visitors.
2. Those who indicated that they were unsure or not likely to return tended to be out-of-state visitors, typically employed full time or retired, with high income levels. They tend to spend similarly to those likely to return; but only come an average of three times a year. This market is slightly more satisfied with aspects of the county and tend to have come to the county to visit friends and relatives or go to the beach.

Economic Impact

Observation: Local impact is enhanced by tourist's participation in more than just one primary attraction or event. Claims of high local impact are enhanced by evidence that tourists also attend attractions and events, stay in local hotels, and eat in local restaurants. The more events or attractions that the tourist participates in during their visit, the more economic impact they tend to have on the community.

1. Based on reported actual expenditures at the time the visitors were interviewed, and extrapolating to an estimated 554,000 visitors a year, it is estimated that about \$120 million of added value occurred to Indian River County, attributable to tourists. This accounts for an estimated 3,513 jobs.
2. Based on reported estimated expenditures that the visitors expected to spend on their trip, and extrapolating to an estimated 554,000 visitors a year, it is estimated that about \$154.4 million of added value occurred to Indian River county, attributable to tourists. This accounts for an estimated 4,540 jobs.

Table 1. Output, employment and value added impacts of tourism in Indian River County using actual and anticipated tourism expenditures, 2001.

Impact Measure:	Direct Impacts	Indirect Impacts	Induced Impacts	Total Impacts
	<u>Actual Tourism Expenditures</u>			
Output (\$1,000)	97,884.9	15,631.8	62,129.8	175,646.6
Employment (Jobs)	2,361	223	928	3,513
Value Added (\$1,000)	68,637.3	9,609.7	41,650.5	119,897.5
	<u>Anticipated Tourism Expenditures</u>			
Output (\$1,000)	125,522.7	20,298.3	80,239.9	226,060.9
Employment (Jobs)	3,058	283	1,199	4,540
Value Added (\$1,000)	88,161.7	12,449.5	53,809.3	154,420.5

Recommendations

Observation: Indian River County has a large number of repeat visitors (~80%). This is a positive indicator since only those satisfied with a destination tend to return to it. It is usually much easier to get a visitor to come back, than it is to attract new visitor. Indian River County seems to have accomplished this loyalty challenge. A likely partial explanation for the tourist loyalty is the ~23% who are visiting friends or relatives and the perception of high quality outdoor areas (beaches, parks, the inlet, fishing areas, etc.) and attractive festivals/events.

1. While growth occurs in the repeat-visitor realm, it is also important to attract new visitors. From the feedback gleaned from this study, it appears that one opportunity exists to promote in the in-Florida market. We recommend a promotional campaign targeted to those markets located in the more congested, developed and generally less pristine counties of South Florida and perhaps from the cities of Brevard county to the north. The campaign could encourage the opportunity to escape to (Indian River County) a quieter, coastal scenic area where you can enjoy walking on the beach, fishing, swimming and relaxing. Concentrate on factors where previous visitors report high satisfaction and 98% say they are likely to return. Also highlight Indian River County as an attractive alternative for potential tourists who are from more congested areas.
2. Given the probability that new visitors introduced to Indian River County will return, incentives to "discover" the area should be offered. We recommend *packaged get-away weekends* combining accommodations and events such as Dodgers games or other sports events, fishing or shopping day itineraries; and "try retirement" for two or three days in Indian River County (since half the existing tourist market is 50+

years old) as another possible idea. We also recommend that the Chamber of Commerce continue to advertise in FLA-USA, Inc.'s promotional brochures. In addition, continued advertising in South Florida regional magazines or travel sections of newspapers with some of these promotional themes would continue to generate awareness of the area, and present alternatives for weekend, holiday weekend or week long regional travelers.

3. Given the scenic and somewhat unique natural appeal of Indian River County, and the high satisfaction scores attributed to outdoor water-based recreation assets, there is opportunity for partnerships with other agencies or organizations and/or government such as the Florida Park Service. We recommend combining activities such as "take a kid fishing" or "family fishing/birdwatching/beach-combing," with workshops or seminars on beach or inlet fishing techniques, and maritime equipment shows could attract interest from new visitors. Events like this could be scheduled during Dodger's spring training season when sports/outdoor writers could help attract new prospects.

It is important that new visitors know how to locate public beach access, boat ramps and parking areas. Good signage will facilitate this and proactively reduce frustration among coastal visitors.

Additional promotion and advertising to attract golfers and their companions might be effective. It is likely that the combination of attending festivals/events, fishing, golfing and perhaps a Dodger's game, would be a highly attractive package, either for specific tourists interested in all or part of a package that could appeal to multiple members of a travel party.

4. Examining the visitors who said they were unsure or not likely to return revealed a potential market segment to grow the numbers of younger visitors. This market complained that there were not enough sit-down restaurants, that the area was too quiet and that there were not enough activities or nightlife.

RESOLUTION NO. 2009-072

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA PROVIDING FOR THE APPROVAL OF THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FACILITY LEASE AGREEMENT, CAPITAL RESERVE ACCOUNT AGREEMENT, GUARANTY AGREEMENT, AND ESTOPPEL CERTIFICATE IN CONNECTION WITH THE LEASING OF CERTAIN REAL PROPERTY KNOWN AS DODGERTOWN; AUTHORIZING OTHER REQUIRED ACTIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 125, Florida Statutes, County Home Rule Ordinance No. 77-19, enacted August 3, 1977 and effective August 9, 1977, as amended, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby found and determined that:

A. The County is the owner of a retained spring training facility (the "Facility") commonly known as "Dodgertown"; which Facility is not presently leased or operated by a major league baseball team.

B. The County is desirous of leasing the Facility to Minor League Baseball for operation by Minor League Baseball of the Facility for the promotion of baseball and non-baseball sporting events and sports related activities, promotion of playing baseball internationally, and holding meetings and conferences at the Facility.

C. Minor League Baseball will promote the Facility and Indian River County as a tourist destination as part of its national advertising and promotional activities, which advertising and promotion programs will constitute expenditures qualifying for the use of tourist development tax receipts levied by the County pursuant to Section 125.0405, Florida Statutes.

SECTION 3. APPROVAL OF THE FACILITY LEASE AGREEMENT. The Facility Lease Agreement in substantially the form attached hereto as Exhibit A is hereby approved and the Chairman or Vice-Chairman and the Clerk are hereby authorized and directed to execute and deliver the Facility Lease Agreement on behalf of and in the name of the County, with such additional changes, insertions and omissions therein as may be otherwise made and approved by

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J.K. BARTON, CLERK

said officers of the County executing the same, such execution to be conclusive evidence of such approval.

SECTION 4. APPROVAL OF THE CAPITAL RESERVE ACCOUNT AGREEMENT. The Capital Reserve Account Agreement in substantially the form attached hereto as Exhibit B is hereby approved and the Chairman or Vice-Chairman and the Clerk are hereby authorized and directed to execute and deliver the Capital Reserve Account Agreement on behalf of and in the name of the County, with such additional changes, insertions and omissions therein as may be otherwise made and approved by said officers of the County executing the same, such execution to be conclusive evidence of such approval.

SECTION 5. APPROVAL OF THE GUARANTY AGREEMENT. The Guaranty Agreement in substantially the form attached hereto as Exhibit C is hereby approved and the Chairman or Vice-Chairman and the Clerk are hereby authorized and directed to execute and deliver the Guaranty Agreement on behalf of and in the name of the County, with such additional changes, insertions and omissions therein as may be otherwise made and approved by said officers of the County executing the same, such execution to be conclusive evidence of such approval.

SECTION 6. APPOINTMENT OF THE CAPITAL RESERVE ACCOUNT AGENT. The Clerk of the Court of Indian River County, ex officio Clerk of the Board of County Commissioners, is hereby appointed to serve as the "Capital Reserve Account Agent" under the Capital Reserve Account Agreement.

SECTION 7. ESTOPPEL CERTIFICATE. The Estoppel Certificate in substantially the form attached hereto as Exhibit D is hereby approved and the Chairman or Vice-Chairman and the Clerk are hereby authorized and directed to execute and deliver the Estoppel Certificate on behalf of and in the name of the County, with such additional changes, insertions and omissions therein as may be otherwise made and approved by said officers of the County executing the same, such execution to be conclusive evidence of such approval.

SECTION 8. APPROVAL OF IMPROVEMENTS. The County recognizes that the "Improvements" set forth in the Facility Lease Agreement are subject to adjustment, expansion and deletion as a result of the negotiation for and receipt of bids for the costs of such Improvements and as a result of any applicable site plan approval process. The County Administrator is expressly authorized and directed to approve, on behalf of the County, any such adjustments, expansions and deletions as a result of the bidding process and as a result of any site plan approval process, without further action by this Commission.

SECTION 9. GENERAL AUTHORITY. The Chairman or Vice-Chairman, the County Administrator, the County Attorney, the Clerk and any other proper officials of the County are hereby authorized to do all acts and things required of them by this Resolution or that may otherwise be desirable or consistent with accomplishing the full, punctual and complete

performance of all the terms, covenants and agreements contained in any of the foregoing and the County is hereby authorized and directed to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated thereby.

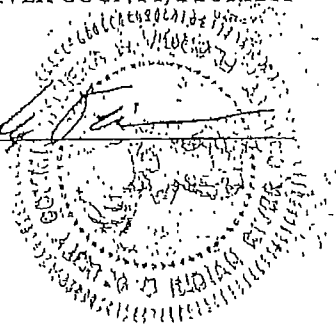
SECTION 10. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

SECTION 10. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

This resolution was moved for adoption by Commissioner O'Bryan, seconded by Commissioner Wheeler, and upon vote was unanimously approved on this 19th day of May, 2009.

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FLORIDA

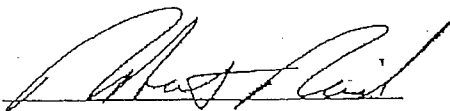
By: 
As: Chairman



J.K. BARTON
CLERK CIRCUIT COURT

Attest: Attina Adams, D.C.
Clerk of the Circuit Court

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


Special County Attorney

C - COUNTY ATTORNEY'S OFFICE
INDIAN RIVER COUNTY
1801 27th Street
Vero Beach, Florida 32960

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J.K. BARTON, CLERK

**Lee County
(Minnesota Twins)**



BOARD OF COUNTY COMMISSIONERS

August 26, 2020

John Manning
District One

Cecil L Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

Ryan Fierst
Senior Management Analyst
Division of Strategic Business Development
Florida Department of Economic Opportunity
107 E. Madison Street, MSC 80
Caldwell Building
Tallahassee, FL 32399

RE: 2020 Spring Training Baseball Franchise Certification Report

Dear Ms. Fierst:

Please find enclosed a copy of Lee County's annual report as required by Section 288.11631, Florida Statutes. This report consists of the following:

Section 1 contains a link to our most recent annual audit; Section 2 provides a schedule of expenditures on the grant supported project to date; Section 3 includes the relevant development and lease agreements between Lee County and the Minnesota Twins, LLC; Section 4 demonstrates the economic benefit to our area; and Section 5 provides evidence of Lee County's continuing compliance with the applicable certification criteria.

Lee County sincerely appreciates the State's continuing support for Spring Training in Southwest Florida. If you have any questions, please contact me at the number above or via e-mail at gsalyer@leegov.com.

Cordially,

Glen V. Salyer
Assistant County Manager

cc: Roger Desjarlais, County Manager
Dave Harner, Deputy County Manager
Pete Winton, Assistant County Manager
Marc Mora, Assistant County Manager
Christine Brady, Assistant County Manager
Richard Wesch, County Attorney
Jeff Mielke, Director of Sports Development
Jesse Lavender, Director of Parks & Recreation
Tamara Pigott, Director of VCB

Enclosure

Section 1

Most Recent Annual Audit

The Comprehensive Annual Financial Report (CAFR) is the audited financial statements for Lee County, including Board of County Commissioners, Clerk of Courts, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector.

For purposes of this digital transmission, we provide a link to the full CAFR document [here](#).

Section 2

Annual Expenditures

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CenturyLink Sports Complex Expansion
 Project 202147
 Construction Costs as of 7/31/20

<u>Construction Category</u>	<u>Actual Amount Spent</u>
Design	4,507,015.00
Permits	219,388.14
Testing	183,077.93
Construction	36,385,255.44
Direct Material Purchases (DMPs)	
Phase 1	1,667,350.49
Phase 2	2,749,329.86
Furniture and Equipment	263,876.49
Utilities	248,933.63
Miscellaneous	93,834.30
Minnesota Twins - Funding	<u>3,863,815.00</u>
Total Spent as of 7/31/20	<u><u>50,181,876.28</u></u>

The Minnesota Twins purchased the concession equipment. Since the food services equipment was not purchased by the County, the actual cost is not included in the above figures. The estimated cost of the equipment is \$2,143,296.

Lee County Land Acquisition of 14.29 acres in March 2001 for \$4,828,957 is not included in the above figures.

CenturyLink Sports Complex Expansion
 Project 202147
 Construction Costs as of 7/31/20

Construction Category	Total Expenditures	FY 18/19	FY 16/17	FY 15/16	FY 14/15	FY 13/14	FY 12/13	FY 11/12
Design	4,507,015.00	0.00	0.00	8,282.20	267,073.80	1,192,796.68	2,801,162.32	237,700.00
Permits	219,388.14	0.00	0.00	2,914.92	450.00	175,690.20	39,658.02	675.00
Testing	183,077.93	0.00	0.00	9,600.00	10,157.83	150,829.61	12,490.49	0.00
Construction	36,385,255.44	102,408.00	117,830.03	716,274.28	8,423,512.48	26,110,940.74	914,289.91	0.00
DMPs								
Phase 1B	1,667,350.49	0.00	0.00	0.00	4,427.04	1,662,923.45	0.00	0.00
Phase 2	2,749,329.86	0.00	0.00	1,855.15	786,370.05	1,961,104.66	0.00	0.00
Furniture and Equipment	263,876.49	0.00	0.00	0.00	34,267.74	229,608.75	0.00	0.00
Utilities	248,933.63	0.00	0.00	0.00	1,964.33	246,969.30	0.00	0.00
Miscellaneous	93,834.30	0.00	0.00	(3,438.62)	68,475.06	28,171.69	626.17	0.00
Twins - Funding								
Twins - Construction	2,422,635.65	0.00	0.00	331,219.18	2,091,416.47	0.00	0.00	0.00
Twins Funding - Phase 2	553,767.09	0.00	0.00	0.00	531,458.09	22,309.00	0.00	0.00
Twins Funding - Furniture & Equip	887,186.86	0.00	0.00	0.00	214,474.79	672,712.07	0.00	0.00
Twins Funding - Miscellaneous	225.40	0.00	0.00	0.00	225.40	0.00	0.00	0.00
Total Spent as of 7/31/20	<u>50,181,876.28</u>	<u>102,408.00</u>	<u>117,830.03</u>	<u>1,066,707.11</u>	<u>12,434,273.08</u>	<u>32,454,056.15</u>	<u>3,768,226.91</u>	<u>238,375.00</u>

Section 3

Contracts (Development Agreement & Lease)

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**STADIUM IMPROVEMENT
SPRING TRAINING DEVELOPMENT AGREEMENT**

BETWEEN

LEE COUNTY

AND

MINNESOTA TWINS, LLC

DATE: NOVEMBER 6, 2012

Alla
11/06/2012

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**STADIUM IMPROVEMENT
SPRING TRAINING DEVELOPMENT AGREEMENT**

THIS STADIUM IMPROVEMENT SPRING TRAINING DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into on this 6th day of November, 2012 by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida (the "**County**") and the **MINNESOTA TWINS, LLC**, a Delaware limited liability company (f/k/a Minnesota Twins and Minnesota Twins Baseball Club) (the "**Club**") (collectively, the County and the Club are referred to herein as the "**Parties**" and individually, each a "**Party**").

PREAMBLE RECITALS

WHEREAS, the Club and the County entered into that certain Stadium Lease Agreement dated May 25, 1989, for the lease of the Premises, including, without limitation, the Lee County Sports Complex, a Major League Baseball Spring Training (defined below) and Minor League baseball facility in Lee County, Florida (the "**Original Agreement**"), for a period of twenty (20) years commencing with the calendar year 1991, inclusive; and

WHEREAS, the Club and the County amended and restated the Original Agreement pursuant to that certain Amended and Restated Stadium Lease Agreement dated August 3, 2004, for the purposes of, among other things, (i) reflecting the Parties' then current course of business dealings, and (ii) to establish an ongoing relationship between the Club and the County for an extended lease term that terminated (subject to renewals) upon the completion of the Club's 2020 Spring Training season (the "**Amended Agreement**"); and

WHEREAS, the Amended Agreement provides that the County and Club will meet on a periodic basis to review the design, specifications, quality and other attributes of the Premises (as defined below) in comparison to all Major League Baseball Spring Training stadiums recently constructed or renovated; and

WHEREAS, the County and the Club have conducted meetings to discuss the improvements and/or expansion necessary for the Premises to be brought to current Major League Baseball Spring Training standards and the County has engaged a consultant for such purpose, which consultant issued its report on June 4, 2012; and

WHEREAS, the County and the Club entered into that certain Conditional Lease Agreement dated June 19, 2012 (the "**Conditional Lease**") pursuant to which, among other things, the County and the Club conditionally agreed upon an extended lease of the Premises, subject to termination under certain conditions, including, without limitation, the failure to execute and deliver an Amended and Restated Lease (as defined below) and this Agreement on or before February 1, 2013; and

WHEREAS, the County has applied for and has been certified by the State of Florida to receive certain State Development Funds pursuant to Section 288.11621, Florida Statutes, for the County Capital Improvements (defined below) that are described and referred to in this Agreement; and

WHEREAS, the County has acquired a specific parcel of land (the "**Supplemental Parcel**") which are set forth in **Exhibit A** for the improvement of the Premises, and as an integral component of the Project.

WHEREAS, in compliance with the Parties' pledge to satisfy the conditions of the Conditional Agreement, the Parties are entering into this Agreement to create, among other things, a valid, legal and binding commitment to complete the expansion of and improvements to the Premises as described herein (the "**County Capital Improvements**"); and

WHEREAS, the Club and the County are concurrently entering into that certain Amended and Restated Stadium Lease Agreement (the "**Amended and Restated Lease**"), which Amended and Restated Lease must be executed, delivered by, and legally binding upon, each of the Parties hereto for this Agreement to be valid, enforceable and legally binding; and

WHEREAS, the totality of the County Capital Improvements, including, without limitation, the development, design, construction, commissioning and certificate of occupancy issued by the County arising from, incident to or in connection therewith, including, without limitation, financing activities, shall be referred to herein as the "**Project**," as further defined and described in **Section 1.C**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Preamble Recitals, each of which is incorporated by reference herein as an essential term hereof, the mutual covenants and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, **IT IS AGREED AS FOLLOWS:**

1. **PURPOSES OF AGREEMENT AND DESCRIPTION OF PROJECT.**

A. **Purposes of Agreement.** The purposes of this Agreement are to set forth the understandings and agreements of the Parties with respect to (i) the collaborative and cooperative efforts required of the County and the Club to advance and complete the Project, (ii) organization of a stadium design and construction working group, and to establish the duties of such group to manage the design, development, construction and commissioning of the Project, (iii) setting forth the basis upon which the Architect, contractor and other Project Consultants, and the subcontractors and suppliers to the Project, will be retained to perform services for the Project, (iv) adoption of the Project Program, (v) establish (A) the Project Work Schedule, and (B) a Project Budget, (vi) establishing the development and execution of the Project Financing Plan, including the offering and issuance of Project Bonds and (vii) facilitating the Parties' cooperation with all Governmental Authorities for Completion of the Project.

B. **Collaborative Effort.** Pursuant to the terms of this Agreement, the design and construction planning of the Project shall be a collaborative effort between the County and the Club.

C. Description of the Project. The Parties hereby agree, subject to the conditions, covenants and other obligations of this Agreement, that the Project shall consist of certain improvements to the Premises that are set forth in the report prepared by Populous, Inc. dated June 4, 2012 entitled "*Lee County Sports Complex Improvements*" (the "**Populous Report**"). The Populous Report shall be considered and is defined as the "**Preliminary Program**" which will form the basis of the Project Program described herein. The Preliminary Program includes, without limitation, the following:

- (1) Ballpark Improvements. The ballpark improvements anticipate site requirement improvements (public parking, pedestrian walkways and sidewalks, new entry sequence and certain renovation branding opportunities) and other improvements for: spectator facilities, food service and retail facilities, press facilities, club house facilities, service and operations facilities, administrative facilities, and circulation enhancements.
- (2) Spring Training Improvements. The Spring Training improvements anticipate improvements for (i) training (Major League Baseball practice field, batting tunnel, agility field and pitching mounds), (ii) player facilities improvements for the Minor League facilities (hydrotherapy, coaches rooms, grooming areas, training rooms and offices, and locker facilities), and (iii) administration (offices, reception, break room, circulation and restrooms).
- (3) Player Academy. The player academy improvements anticipate improvements for (i) housing, (ii) group spaces, (iii) dining facilities (dining room, kitchen and storage), (iv) administrative facilities (offices, study rooms and restrooms), and (v) ancillary space for enhanced circulation, storage, stairs and elevators.

The Populous Report is incorporated by reference herein, and as the Preliminary Program shall be the minimum standard required for the improvements to the Premises, which shall be further defined and informed pursuant to the Project Program developed under this Agreement. The Project Program shall include the Preliminary Program unless a change to the Preliminary Program is approved in writing by the Club (the "**County Capital Improvements**"). The County Capital Improvements, inclusive of all work to be performed in connection with the design, construction and commissioning thereto, including additions to the Premises site, is referred to in this Agreement as the "**Project.**"

D. County Capital Improvements Specifications. The County Capital Improvements shall be designed to conform to high quality MLB facility standards that (i) meet MLB Rules and Regulations and (ii) comply with Applicable Laws. The County Capital Improvements shall be designed, constructed and equipped with quality materials throughout, including, without limitation, fixtures, flooring, wall coverings, ceilings, lighting, all necessary mechanical, plumbing, air-handling and conditioning, electrical and

other systems and finishes, in each case substantially similar to the quality of materials presently used in the Premises.

E. Ownership of Project. Club acknowledges and agrees that the County owns the Premises and shall own all of the County Capital Improvements, together with all fixtures, equipment, furniture and related improvements being constructed on the Premises, with the exception of the concessions equipment and the other equipment and furniture furnished by the Club as more fully described in the Amended and Restated Lease and the Preliminary Program.

F. Construction of the Project and Club's Beneficial Rights. Construction of the Project is to be performed (i) utilizing funds received from the County and the Club pursuant to the County Payment Obligation and the Club Payment Obligation, and (ii) pursuant to the Project Budget, as the same may be revised from time to time in accordance with the terms of this Agreement and approval of the County's Board of County Commissioners. Notwithstanding the legal ownership of the Premises and the leasehold interest therein created by the Amended and Restated Lease, and subject to the terms of the Amended and Restated Lease upon commencement of the "Term" (as defined in the Amended and Restated Lease) thereunder, it is acknowledged that (a) Club or its Affiliates may pay for and construct or provide (or cause to be constructed or provided) certain installations, additions, partitions, hardware, light fixtures, non-trade fixtures and improvements to be placed in or upon the County Capital Improvements, whether temporary or permanent (which may include funding of cost overruns); (b) Club or its Affiliates shall retain the sole beneficial and depreciable interest for tax purposes (to the extent of their respective investment and any funds arranged by them) in such items; and (c) for all income tax purposes neither County nor any other third party shall have the right to take depreciation deductions with respect to such items, or claim any other right to tax benefits arising from such items, such rights being exclusively reserved to Club and its Affiliates unless assigned by Club or any such Affiliate, in whole or in part, to one or more third parties.

2. STADIUM IMPROVEMENT.

A. Cooperation of the Parties. The Parties shall cooperate in the design and construction of the Project.

- (1) Club Representatives. The Club has designated authorized representatives of the Club as its agents and representatives authorized to act on the Club's behalf with respect to the Project. It is the responsibility of the Club Representatives to obtain timely, appropriate and adequate authority to act on the Club's behalf, including obtaining authority from the Club's governing body on issues described in this Agreement. All communications and submittals from the Club to the County shall be issued or made through the Club Representatives, unless the Club or the Club Representatives shall otherwise direct in writing. Only the signature on any document of the Club

Representative pursuant to this Agreement may be relied upon as having been authorized by all necessary action of the Club.

- (2) County Representatives. County staff constitutes the County's representatives authorized to act on the County's behalf with respect to the Project. It is the responsibility of the County representatives to obtain timely and sufficient authority to act on the County's behalf including obtaining authority from the County's Board of County Commissioners as described in of this Agreement or as otherwise required by law. All communications and submittals from the County to the Club shall be issued or made through the County representatives, unless the County or the County representatives shall otherwise direct in writing. Only the signature on any document of the County representative that is designated pursuant to this Agreement may be relied upon as having been authorized by all necessary action of the County.
- (3) Responsibilities of County Representatives and Twins Representatives. The Parties will manage the design and construction of the Project by performing the following responsibilities and finalizing the applicable documents pursuant to this Agreement, including, without limitation: (i) Project Program development; (ii) approval of commitments and expenditures under the Project Budget, as amended; (iii) the Project Work Schedule as set forth in **Exhibit B**; (iv) development of the design delivery schedule under the Architect Agreement; (v) Project Budget development and approval of commitments and expenditures under the Project Budget; (vi) management and direction of the Architect in its preparation of the Conceptual Design Documents, Schematic Design Documents and Design Development Documents and delivery of other services pursuant to the Architect Agreement; (vii) solicitation and recommendation for selection of the construction manager(s) and negotiation of the Construction Services Agreement(s) for construction services; (viii) undertaking such other aspects of the Project design and construction agreed to by the County and the Club; (ix) management and direction of the construction manager(s) in its delivery of construction services pursuant to the Construction Services Agreement; (x) development of the Project Program; and (xi) review and management of any claims under the Architect Agreement and the Construction Services Agreement for construction services.
- (4) Right to Attend Meetings. The Parties shall receive notice of and have the right to attend all Project related meetings with their respective consultants. Such persons shall have the right to

attend in person, by telephone or video conference call, or by other means which permit each Party to be verified and to hear and be heard by the others. The Parties shall receive all Project documents provided to the County or the Club under all Project related agreements at the same time they are provided to the other Party. All Project related meetings shall be held in Lee County, Florida unless otherwise agreed by the Parties and shall be scheduled at a regular time that generally allows the Parties and their respective staffs and consultants to attend.

- (5) Right to Receive Communications. The Parties shall receive copies of all communications that are received by the County or the Club from the Architect and all Project Consultants, in all matters arising from, in connection with or incident to the Project.

3. **PROJECT MINIMUM REQUIREMENTS: DESIGN AND COMPLETION.**

A. Minimum Design. The County agrees to cooperatively with the Club plan, design, construct and commission the Project for the Club's full and beneficial use of the Premises, including, without limitation, all of the various elements and detailed requirements described and set forth in the Preliminary Program and the Project Program to be attached to this Agreement when completed as Exhibit C.

B. Completion. The Completion of the Project shall occur on or before February 1, 2015 (the "**Target Date**"), but in no event later than February 1, 2016 (the "**Outside Date**")

C. Design Documents.

(1) Design Meetings.

(i) Members of the Parties' designated representatives, consultants or others as the Parties may attend meetings with the design team or portions thereof for the purpose of the design team developing the design and creating the design documents referenced in the Architect Agreement ("**Design Meetings**"). Each authorized representative and each Party shall receive notice of all such meetings.

(ii) If the Parties are unable to reach a design decision they will work diligently to resolve the dispute; **provided, however**, that the resolution cannot affect the Project Budget approved by the County's Board of County Commissioners unless such Board of County Commissioners approves said increase.

(iii) After timely notices of the dispute have been sent by each of the Parties' voting authorized representatives with respect to the disputed Critical Design Decision issue(s), the voting authorized representatives shall promptly attempt to achieve resolution of the disputed Critical Design Decision issue(s) by no later than the next Design Meeting.

(iv) All design decisions that are made in the Design Meetings shall be memorialized in minutes of the meeting prepared by the Architect and distributed to the Parties within no more than five (5) Business Days after the Design Meeting for review and approval by the authorized representatives at the next Design Meeting.

- (2) Conceptual Design. The Parties shall review the Conceptual Design Documents prepared and delivered by the Architect, provide timely review and input and approve the completed Conceptual Design Documents in accordance with the design delivery schedule.
- (3) Schematic Design. The Parties shall review the Schematic Design Documents prepared and delivered by the Architect, provide timely review and input and approve such Schematic Design Documents in accordance with the design delivery schedule. Upon the Parties approval of the completed Schematic Design Documents, the Authority shall direct the Architect to begin the "**Design Development Phase**" as defined and set forth in the Architect Agreement.
- (4) Design Development Documents. The Parties shall direct the Architect to prepare Design Development Documents and the Parties shall review and approve the Design Development Documents. During the development of the Design Development Documents, the Parties shall reach agreement upon and approve Critical Design Decisions for the Design Development Documents within the timeframe set forth in the Task List and design delivery schedule and the approved Project Budget (as approved by the County's Board of County Commissioners).

D. Timing of Critical Design Decisions. Pursuant to the Architect Agreement, the Parties will work with the Architect to develop a design delivery schedule. The Architect shall regularly update a task list (the "**Task List**") which identifies critical design decisions necessary to maintain the design delivery schedule, including decisions with respect to the Project Program and other material aspects of design of the County Capital Improvements ("**Critical Design Decisions**") necessary for the design of the Project to stay current with the design delivery schedule. The Parties acknowledge and agree that maintaining the design delivery schedule is essential for achieving the timely

completion of the design, commencement of construction, and the Completion of the Project within the Project Budget. The purpose of the Task List is to provide the timing and deadlines for the Parties to make Critical Design Decisions so that the Parties and Architect can adhere to the design delivery schedule and the Project Work Schedule.

4. **DESIGN.** It is further agreed by and between the Parties, that the final design plans, when mutually approved by the Parties in writing, shall be attached hereto as **Exhibit C** and shall thereafter become a part hereof for all intents and purposes, and shall specifically include a full and reasonably complete description of the physical facilities (real or personal) covered hereunder. The Parties agree that neither Party shall unreasonably withhold or delay approval of the final design plans. The County and the Club will have the right to approve the interim and final design plans for the Project, including, without limitation, the overall layout, space allocation, graphics, materials used, signage, and color scheme of the County Capital Improvements for the Premises. Such design shall be incorporated in a master design, development and construction plan (the "**Project Program**"), all elements of such Project Program for property owned by the County that is associated with or is part of the Project shall be subject to the written prior approval of the Club, which shall not be unreasonably withheld, delayed or conditioned.

5. **PROJECT BUDGET, FINANCE AND FUNDING.**

A. **Project Budget.** The project budget for the County Capital Improvements is set forth in **Exhibit D** (the "**Project Budget**"). The Project Budget sets forth the total amount of costs and expenses to be incurred for Completion of the Project. The costs and expenses set forth in the Project Budget include allocations for the design, development, construction, commissioning and delivery of the Premises for the beneficial use of the County Capital Improvements by and occupancy of the Club. The Project Budget contains all of the elements set forth in the Preliminary Plan, including, without limitation, permitting, design, engineering, construction, financing, build-out, furniture, equipment, fixtures, and all customary and traditional soft costs pertaining to a project of this nature; excluding land acquisition costs. The Project Budget may not be reduced without the written consent of both the County and the Club. The final Project Budget is subject to the written approval of the Club, which approval shall not be unreasonably withheld, delayed or conditioned. The Project Budget shall not include any costs and expenses arising from or relating to (i) the issuance of Project Bonds (defined below) by the County, including, without limitation, the costs and expenses of underwriters, investment bankers, attorneys, accountants and other professionals, underwriting discounts, and other costs of issuance of the Project Bonds, and (ii) any costs and expenses of the Club for retention of financial advisors, attorneys, accountants and other professionals, and similar costs.

B. **County Funding and Payment Obligation**

(1) **County Payment Obligation.** The Project Budget sets forth the general descriptions and approximate cost of the County Capital Improvements that will be the responsibility of and paid by the County; except for cost overruns related directly to the County

Capital Improvements for which the Club has the Club Payment Obligation set forth in **Section 5.C** below, the County shall be responsible for and remit any and all cost overruns arising from, in connection with or relating to the Project upon approval of the County's Board of County Commissioners (the "**County Payment Obligation**"). The County represents and warrants the proceeds from (i) the Project Bonds issued by the County pursuant to **Section 5.B.(2)**, and (ii) the Sinking Fund Deposits deposited pursuant to **Section 5.B.(3)**, shall be sufficient to fund the County Payment Obligation in its entirety; **provided, however,** if such funds are not sufficient to timely fund the County Payment Obligation, the Club covenants to advance up to one third or \$600,000 of its future contributions to the "Capital Improvements Fund" under, and as defined in, the Amended Agreement or the Amended and Restated Lease, as applicable, to supplement the sinking fund deficiency. The County agrees that such Club advances shall be credited against future payments set forth in **Exhibit F** of the Amended Agreement or the Amended and Restated Lease, as applicable. All funds derived from the net proceeds of the Project Bonds and the Sinking Fund Deposits will be deposited to a sub-account dedicated to the Project of the County's "Stadium Attractions Trust Fund" (the "**Trust Fund**"). These amounts deposited to the Trust Fund shall be used solely for the benefit of the Project.

- (2) **Project Bonds.** On or before on or before April 1, 2013, but no later than January 1, 2014, the County will issue certain capital revenue bonds or such other financial instruments or funds that the County may reasonably select at its option to finance and fund substantially all of its County Payment Obligation related to the Project (the "**Project Bonds**"). If appropriate and prior to receiving bond proceeds the County may use other sources to fund Project costs which will be reimbursed from the bond proceeds at the appropriate time. In connection with the issuance of the Project Bonds, the County shall engage the services of an underwriter/investment banker to achieve the lowest cost of financing and maximum proceeds from the Project Bonds. The County's underwriter/investment banker shall assist the County in preparation of a detailed financing plan (the "**Project Financing Plan**") to achieve the Project Bond proceeds. The basis of the Project Financing Plan shall be the financing plan assumptions, calculations and presentation set forth on **Exhibit E**. The Project Bonds shall be secured by a pledge of the County's "Tourist Development Tax Revenues." The Project Financing Plan will also incorporate a reasonable assumption as to an average annual growth rate concerning the

annual amount of such "Tourist Development Tax Revenues," based on historical experience, which the County is projected to receive during the term of the Project Bonds, and will also incorporate a structured principal amortization schedule on the Project Bonds to minimize any potential revenue shortfalls. The County shall maximize State Development Funds in compliance with **Section 7.C**. The Project Financing Plan shall be subject to the written approval of the Club, which shall not be unreasonably withheld, delayed or conditioned.

- (3) **Sinking Fund Deposits.** The County shall authorize and approve in accordance with Applicable Laws a three (3) year annual sinking fund allocation for the Project in the amount of \$2.2 million to complete the funding of the County Payment Obligation, the \$2.2 million deposits for which shall be made to the Trust Fund on (i) the day following execution and delivery of this Agreement, (ii) October 1, 2014, and (iii) October 1, 2015, or as funds are required by the Project (collectively, the "**Sinking Fund Deposit(s)**", and individually each a "**Sinking Fund Deposit**"). The County's authorization for the sinking fund and the remittance of the annual Sinking Fund Deposits shall mandate the allocation and disbursement of County monies to the Trust Fund through the Sinking Fund Deposits. The funding of the Sinking Fund Deposits shall have priority over all other County debt obligations other than senior lien debt service for the County's Series 2004 and Series 2010 debt obligations.

C. **Club Funding and Payment Obligation.** The Project Budget sets forth a description of the County Capital Improvements that will be the responsibility of and paid by the Club as construction is performed on such improvements ("**Club Payment Obligation**"). The Club Payment Obligation arises in connection with the addition of the player academy dormitory/sleeping rooms. The approximate cost of the player academy dormitory/sleeping rooms is \$3.9 million. The County and the Club shall establish procedures by which the Club shall remit funds for the Club Payment Obligation on a requisition-approval-payment basis pursuant to which all costs associated with such Club Payment Obligation are timely made. The Club also intends to update certain concession equipment for the Premises, with an estimated approximate value of \$2.1 million, which is not included in the Project Budget.

D. **Modifications.** The Parties recognize that a large portion of the Project will be financed with proceeds from the Project Bonds. Accordingly, the Parties agree to make best efforts to cooperate with one another in the County's qualification of the Project Bonds for tax exempt status under federal tax laws, and to provide all reasonable documents and/or modifications hereto necessary to accomplish the issuance of the Project Bonds; **provided, however**, that the Club shall not be obligated to incur out-of-pocket costs and expenses in connection with such cooperation.

6. **CONSTRUCTION ADMINISTRATION.**

A. County's Responsibilities. The County shall be responsible for managing, directing, supervising and coordinating the planning, design and construction of the Project in accordance with the Preliminary Program, the Project Program, and the Project Work Schedule and the Project Budget. The County shall be responsible for the continuous, orderly and uninterrupted performance of all aspects of the County Capital Improvements work required in connection with the construction of the County Capital Improvements in accordance with the contract documents and this Agreement, including, without limitation, those matters set forth above, and:

- (1) Retaining the services of specialty consultants.
- (2) Preparing, or causing to be prepared, the Project Budget.
- (3) Updating the Project Work Schedule on a monthly basis and delivering a copy of same to the Club.
- (4) Obtaining or causing to be obtained all Permits, and to the extent required by this Agreement, all Required Environmental Permits.
- (5) Retaining and supervising the personnel reasonably required in order to properly perform the County Capital Improvements on the Premises.
- (6) Maintaining complete and accurate books and records, consistent with industry standards, regarding the design and construction of the County Capital Improvements including, without limitation, records relating to the contract documents, design documents, change orders, as built drawings, applications for payment, Permits, insurance policies, correspondence, bills, vouchers, receipts and lien waivers.
- (7) Taking all action reasonably required to comply with all Applicable Laws and taking all reasonable action required to cause the Architect and the construction manager and all other agents and contractors engaged by, or acting on behalf of, the County to design and construct the County Capital Improvements in accordance with Applicable Laws.
- (8) Furnishing promptly to the Club Representatives, all documents and information required to be provided pursuant to this Agreement and all other information that the Club Representative may reasonably request. The County shall promptly provide to the Club Representative copies of any and all legal notices received by the County affecting in any manner the Project.

- (9) Notifying promptly the Club Representative, of any claim, suit, proceeding or action that is initiated or threatened in connection with the Project.
- (10) Providing the Club, upon completion of construction, with an original print and one (1) sepia print or disk of as-built construction drawings depicting the Project.
- (11) Supervising punch list and warranty work after completion of construction of the County Capital Improvements work. A post-completion warranty inspection shall occur under the supervision of the County and the Club prior to the first anniversary of the Completion Date.
- (12) Establishing and updating, as necessary, the schedule of dates for delivery of various design documents for review and approval of the Club.
- (13) Scheduling Project meetings to which the Club Representative is invited not less than weekly, and preparing minutes for all Project meetings and providing a copy of same to the Club Representative.
- (14) Providing the Club with copies of all contracts and subcontracts and all amendments thereto.
- (15) Causing the Completion of the Project in accordance with the Project Work Schedule and the contract documents.
- (16) Providing the Club with monthly progress reports containing such financial information as the Club may reasonably request relating to Project costs, including, without limitation, all expenditures by the County during the preceding month and a proposed monthly budget for the upcoming month.
- (17) Supervising and coordinating, or causing the construction manager to supervise and coordinate, the construction of the County Capital Improvements so that the County Capital Improvements is constructed, equipped, furnished and completed in a good and workmanlike manner in accordance with the contract documents, lien free as provided in this Agreement, by the Target Date in accordance with all Applicable Laws and employing such consultants as may be reasonably required to insure that quality control appraisals of the County Capital Improvements are conducted throughout the construction period in a manner consistent with industry standards.

B. Changes of Agreements with Architect and the Construction Manager and the Design Documents. The Club shall have the right to approve any Material Change to the Architect Agreement or the Construction Manager Agreement and the Preliminary Program. For purposes of this Agreement a material change ("**Material Change**") shall mean a change, modification or amendment which (i) involves a revision in the sum payable by County to the Architect in an amount in excess of \$50,000, or to the construction manager where the cost of work is in excess of \$50,000, or (ii) will result in a required revision of the Preliminary Program or the Project Program which materially affects the appearance or functionality of the Premises, including, without limitation, County Capital Improvements or which will materially modify public access to the County Capital Improvements or materially reduces the number of restrooms, or materially changes the number or configuration of seats, or which materially alters the LEED Certification Plan, if any, of the County Capital Improvements, or adds or eliminates significant elements from the County Capital Improvements described in the previously approved Preliminary Program or the Project Program, and any other change that materially affects the future public use of the County Capital Improvements.

C. Project Work Schedule. The Parties have prepared the Project Work Schedule setting forth the date that construction will start, and time parameters required so that Completion of the Project will occur on or before the Target Date, subject to extensions as a result of Force Majeure Event. Modifications of the Project Work Schedule which will require an extension of the Target Date to the Outside Date, or which are otherwise material, must be approved by the Club Representative, which approval will not be unreasonably withheld, delayed or conditioned. All County Capital Improvements work shall be performed by the construction manager in a good and workmanlike manner in conformity with the Project Program so that on the Completion Date the County Capital Improvements are in good working order and condition, in compliance with all Applicable Laws, suitable for occupancy, and ready for full and immediate use.

D. Labor and Employment Issues. The County shall cause the construction manager to administer any project labor agreement covering construction of the Project.

E. Insurance. The County will procure and maintain (from the funds allocated for the Project in the Trust Fund) the comprehensive "owner controlled" insurance program, a summary of which shall be prepared by the County, which shall set identify all insurance required to be maintained by or on behalf of the County and any trade contractor with respect to the Project at all times until final Completion of the Project, and for a period of three (3) years after the Completion Date. The Club and its Affiliates, officers, directors, members, employees, representatives and agents shall be named as additional insureds with respect to all such policies of insurance, with the exception of workers compensation, employer liability and professional services coverages.

7. ADDITIONAL OBLIGATIONS OF THE COUNTY. The County agrees to undertake the following obligations for the benefit of the Club and the development of the Premises:

A. Reasonable and Necessary Actions for Issuance of Project Bonds. The County further agrees to promptly take all reasonable and necessary actions as required by Applicable Laws, including, without limitation, amending relevant ordinances, to authorize, plan, implement and consummate the issuance of the Project Bonds.

B. Dedication of the Supplemental Parcel to the Premises. The County covenants that the Supplemental Parcel shall be used solely for the benefit of the Project and shall become part of the Premises.

C. State of Florida Development Funds. The stadium facility improvements grant made by the State of Florida to the County following the entering into the Agreement required by Florida Statute § 288.11621 and upon award and disbursement of said funds (the "**State Development Funds**") shall be used by the County solely for the funding of the Project, and shall not be used for any other purpose. By way of clarification, the State Development Funds shall not be used in any way for the improvement, development or construction of any other professional sports franchise facility located in Lee County, Florida. The County covenants that it shall make best efforts to maximize the receipt of the State Development Funds, including revision of County ordinances and other Applicable Laws which would facilitate funding of the County Payment Obligation in one (1) bond offering. The foregoing shall be incorporated to the County's Project Financing Plan.

D. Completion of County Capital Improvements. The County and the Club covenant that each will work in good faith to complete the design, construction, commissioning and delivery of the Premises to the Club for its beneficial use and occupancy. The County agrees to use all reasonable efforts to complete the Project on or before the Target Date, but no later than the Outside Date.

8. **REPRESENTATIONS AND WARRANTIES OF THE COUNTY.** The County hereby represents and warrants to the Club that:

A. Authorization, Validity and Enforceability. The County has all requisite power and authority to enter into this Agreement and to carry out the actions contemplated hereby. The execution, delivery, and performance by the County of this Agreement have been duly authorized and approved by all necessary County actions, all of which have been obtained and remain in effect. The County individual duly authorized to execute this Agreement on behalf of the County has so executed this Agreement. This Agreement constitutes, when executed, the valid and legally binding obligations of the County, enforceable against it in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

B. No Conflicts. The execution, delivery and performance of this Agreement will not result in a violation of, in any material respect, of any provision of any other agreements, instruments, contracts, judgments or decrees to which the County is a party, or by which the County or its assets may be bound or affected, including, without

limitation, the County's organizational documents and any written rule, regulation or policy of the County.

C. No Violation Of Laws. Except as otherwise previously disclosed in writing to the Club, the County has complied in all material respects with all Applicable Laws with respect to the Premises and the County Capital Improvements or the transactions contemplated in and by this Agreement; and the County is not in default with respect to any judgment, Order, injunction or decree of any court, administrative agency, or other Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement. Neither the execution, delivery nor, performance of this Agreement by the County violates the articles of incorporation, by-laws, or any or resolution of the County, or any other agreement or instrument to which the County is subject or by which the County is bound.

D. Litigation. There is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or, to the actual knowledge of the County, threatened against the County seeking to restrain or prohibit, or seeking damages or other relief in connection with, the execution of this Agreement and the performance of the transactions contemplated herein or which might materially and adversely affect the use and operation of the Premises or the County Capital Improvements as contemplated in and by this Agreement or the performance of the County hereunder.

E. Site Possession And Title. The County holds good and marketable title to the Premises, and all land and land rights thereto, free and clear of all liens and encumbrances. No person other than the County has any right to possession of all or any portion of the Premises. To the best of the County's knowledge, no structure or improvement located on an adjacent parcel encroaches on the Premises. The County shall take all reasonable actions, at its sole cost and expense, to promptly eliminate any title defects. Except as expressly permitted under this Agreement, the County shall not create any lien, encumbrance, easement, license, right-of-way, covenant, condition or restriction which would encumber the Premises and materially diminish, impair or disturb the rights of the Club under this Agreement, the Amended Lease and/or the Amended and Restated Lease.

F. Environmental Matters. No activity of the County at the Premises has been or will be conducted in violation of any environmental law.

G. Notices Of Violations. To the knowledge of the County, the Premises and the use and operation thereof are in material compliance with all Applicable Laws. The County has not received any written notice from any Governmental Authority with respect to the Premises or any portion thereof or any buildings or improvements thereon that (i) relates to violations of any Applicable Laws, (ii) claims any defect or deficiency with respect to any of the Premises or any buildings or improvements thereon or (iii) requests the performance of any repairs, alterations or other work to or in any portion of the Premises or in the streets bounding the same.

H. Zoning. The Premises has a zoning classification of **CF-2 (Community Facilities) and CPD (Commercial Planned Development)** and the use of the applicable portions of the Premises for the County Capital Improvements is in compliance therewith. The Premises consists of one or more lawfully separately subdivided parcels of property.

9. **REPRESENTATIONS AND WARRANTIES OF THE CLUB**. The Club hereby represents and warrants to the County that:

A. Organization, Authority And Location. The Club is duly organized, validly existing and in good standing under the laws of Delaware. The Club has all requisite partnership power and authority to enter into this Agreement. The principal place of business and the principal assets of the Club and of each of its Affiliates are located in Hennepin County, Minnesota.

B. Authorization, Validity And Enforceability. All appropriate action on behalf of the Club necessary for the authorization, execution, delivery and performance of all obligations of the Club under this Agreement has been taken. All consents and approvals of any third person required in connection with the execution of this Agreement have been obtained. This Agreement, when executed, shall constitute the valid and legally binding obligation of the Club enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

C. No Conflicts. The execution, delivery and performance of this Agreement will not result in a violation of, in any material respect, any provision of any other agreements, instruments, contracts, judgments or decrees to which the Club is a party or by which the Club or its assets may be bound or affected, including, without limitation, the Club's organizational documents, nor will the execution, delivery and performance of this Agreement result in the breach of or constitute a default under any loan or credit agreement, or other agreement or instrument to which the Club is a party or by which the Club or its assets may be bound or affected.

D. No Violation Of Laws. Except as otherwise disclosed in writing by the Club to the County, the Club has received no written notice as of the date of execution of this Agreement asserting any noncompliance in any material respect by the Club with Applicable Laws; and the Club is not in default with respect to any judgment, Order, injunction or decree of any court, administrative agency, or other Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement.

E. Litigation. There is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or, to the actual knowledge of the Club, threatened against or which affects the Club which has been served upon or of which the Club has knowledge, which could have a material adverse affect upon the Club's performance under this Agreement or the financial condition or business of the Club. There are no outstanding judgments against the Club.

10. **HOLD HARMLESS AND INSURANCE.** To the extent permitted under Florida Statute §768.28 the County agrees to indemnify, defend, save and hold the Club, and its respective Affiliates (including parent, brother-sister and other entities under common control with the Club), and their respective members, partners, owners, managers, officers, employees, agents, representatives and other persons or entities acting on behalf of the Club, harmless from any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including reasonable costs of investigation, reasonable attorney's fees at trial or appellate level, and all court costs arising out of injury to or death of persons and damage to any and all property, including loss of use thereof, resulting from or in any manner arising out of, or in connection with, the design and construction of the Project, including claims brought by any person relating to compliance with federal or state disability laws or requirements. In the event such indemnification is limited by any law (including, without limitation, Florida Statute § 768.28), the Party so limited shall furnish a general liability insurance policy with a company and in an amount reasonably satisfactory to the Party to be indemnified. The County shall provide that the Club is an additional insured under all policies of insurance relating to the Project, including, without limitation, insurance required of all contractors, consultants, subcontractors and others contracting in connection with the Project.

11. **TAXES.** It is the intent and understanding of the Parties that the leasehold interest held by the Club pursuant to this Agreement shall be exempt from ad valorem taxation pursuant to Chapter 196.199, Florida Statutes for so long as such statutory exemption remains in effect.

12. **COUNTY DEFAULT/REMEDIES.** It is understood that the County has agreed to undertake certain obligations set forth in this Agreement in order to induce the Club not to elect an early termination of the Conditional Lease and further to induce the Club to enter into a new thirty (30) year lease for the Premises pursuant to the Amended and Restated Lease. It is further agreed that the Club will sustain substantial economic damages if the County would fail to fulfill one or more of the obligations set forth herein. Accordingly, the Parties agree that the Club shall be entitled to receive the following remedies in the event that one or more of the following defaults shall occur:

A. **County Defaults.** The County shall have defaulted on its obligations set forth herein (individually and collectively referred to as "**County Default**") if any of the following occurs:

- (i) The County fails to select the Architect(s), engineer(s) and construction firm(s), which are approved by the Club on or before March 6, 2013; or
- (ii) The County fails to establish and deposit sufficient monies (together with interest earnings) to pay one hundred percent (100%) of the Project Budget allocated to the County Payment Obligation for the County Capital Improvements (this amount excludes the Club Payment Obligation) in accordance with the Project Financing Plan as provided in **Section 5.B.(2)**

- (iii) The County does not complete the Project and commission the Premises for full use and enjoyment by the Club on or prior to February 1, 2016.

B. County Default Remedies. Upon the occurrence of a County Default, the following remedies shall be available to the Club:

- (i) The Club may elect, by written notice delivered to the County within sixty (60) days from the date on which a County Default shall have occurred, to terminate this Agreement, and all obligations of the Club under this Agreement, and/or terminate the Amended and Restated Lease, and all obligations of the Club under the Amended and Restated Lease, and upon such terminations the applicable agreement shall be voided and of no further effect; and

C. Completion Default. In the event the County fulfills the obligations set forth in Section 12.A above, but the Completion of the Project by the County fails to occur by either (i) the Target Date, or (ii) the Outside Date, the County shall have defaulted in its obligation to the Club ("**Completion Default**").

D. Completion Default Remedies: Target Date. Upon the occurrence of a Completion Default by failing to achieve Completion of the Project on or before the Target Date, the following remedies shall be available to the Club:

- (i) the Club shall be relieved of the obligation to make lease payments until Completion of the Project under both or either of the Amended Agreement and the Amended and Restated Lease.

E. Completion Default Remedies - Outside Date. Upon the occurrence of a Completion Default by the Outside Date, the following remedies shall be available to the Club:

- (i) The Club shall be released of its obligation to make lease payments under the Amended Agreement, and any other agreement arising in connection with the Premises, from and after the Outside Date; and
- (ii) The County shall pay the Club a sum of money to compensate the Club for the loss of revenue the Club would have received but for the Completion Default related to the Target Date ("**Lost Revenue**"). Lost Revenue shall be calculated for each calendar year (maximum of three (3) years) after the Target Date and shall be paid to the Club on or before February 1 of each calendar year in which any Completion Default has not been cured by the County. The amount of Lost Revenue to be paid to the Club shall be calculated (for each year in which the Completion Default has not been cured by February 1 thereof) by adding together the following four (4) revenue elements:

- (1) Lost Ticket Revenue: since the attendance capacity of the new Major League Stadium component of the Project would allow the Club to sell a minimum of 1,000 additional attendee tickets, the Parties agree that the amount of incremental lost ticket revenue will be calculated as follows: the average ticket priced charged per attendee for a Club Spring Training game for the Spring Training season played in the Premises (as defined in the Amended Agreement) multiplied by the number 1,000; plus
 - (2) Lost Sponsorship Revenue: the incremental amount of lost sponsorship revenue derived from the Project including, without limitation, the sale of advertising and naming rights that the Club would have received by playing in the new Major League Stadium; plus
 - (3) Suite Revenue: the amount of incremental Lost Revenue the Club would have received from the rental of suites that are included in the design plan for the new Major League Stadium; and plus
 - (4) Parking Revenue: the amount of incremental net parking revenue the Club would have received from playing in the new Major League Stadium.
- (iii) The Club shall have the right to terminate this Agreement, the Amended Agreement and/or the Amended and Restated Lease if the County has not cured the Completion Default within one (1) calendar year of the Target Date.

13. **GENERAL PROVISIONS**

A. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

B. Further Assurances. The Parties agree to execute and deliver any instruments in writing, necessary to carry out any agreement, term, condition or assurance in this Agreement, whenever the occasion shall arise and request for such instrument shall be made.

C. Remedies Cumulative. The specified remedies to which the Parties may resort under the terms of this Agreement are cumulative and not intended to be exclusive of any other remedies or means of redress to which the Parties may be lawfully entitled in case of any breach or threatened breach by either Party of any provision or provisions of this Agreement.

D. Entire Agreement and Amendment. This Agreement, in addition to the Amended Agreement and the Amended and Restated Lease, contains the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions and neither Party has relied on any representation, express or implied, not

contained in this Agreement or the simultaneous or prior writings heretofore. All prior understandings, terms or conditions are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented orally, but only by an agreement in writing and signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought.

E. Severalty. If any provisions of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

F. Force Majeure. A "**Force Majeure Event**" is any event that (a) restricts or prevents performance by either Party under this Agreement, (b) is not within the reasonable control of the Party affected or caused by the default or negligence of the affected Party and (c) cannot be overcome or avoided by the exercise of due care. Force Majeure Events include, but not limited to, failure of a Party to perform due to drought, flood, earthquake, storm, fire, lightning, epidemic, war, terrorism, acts of other Governmental Authorities (except with respect to the grant and remittance of State Development Funds), civil disturbances, sabotage, work stoppages (i.e. strikes), accident or curtailment of supply, unavailability of construction materials or replacement equipment beyond the affected Party's control, inability to obtain and maintain Permits from any Governmental Authority for the Project (except Permits issued by the County or as to which the County has oversight or control), restraint by court Order, and changes in Applicable Laws (excluding laws or ordinances enacted by the County) that affect performance under this Agreement. Except for the obligation of each Party to make payments of amounts owed to the other Party, each Party is excused from performance and will not be considered to be in default with respect to any obligation if performance cannot occur due to a Force Majeure Event; **provided, however**, such performance shall be excused only for the period to include declaration of emergency and clean-up of the Force Majeure Event, and the Party assisting the Force Majeure Event shall promptly and in good faith recommence performance of its obligations hereunder. Neither Party shall be relieved of its obligations under this Agreement solely because of increased costs or other adverse economic consequences that may be incurred through the performance of such obligations. If a Party's ability to perform its obligation under this Agreement is affected by a Force Majeure Event, the Party claiming such inability shall (i) promptly notify the other Party of the Force Majeure Event and its cause and confirm the same in writing within five (5) Business Days of its discovery, (ii) promptly supply such available information about the Force Majeure Event and its cause as reasonably may be requested by the other Party and (iii) initiate reasonable efforts to remove the cause of the Force Majeure Event or to lessen its effect. The suspension of performance arising from a Force Majeure Event shall be of no greater scope and no longer duration than reasonably necessary. The excused Party shall use its reasonable efforts to remedy its inability to perform. A single Force Majeure Event in Lee County, Florida shall not excuse the failure of the County to meet the Outside Date with respect to Completion of the Project, and shall not limit or otherwise affect the rights of the Club with respect thereto.

G. Notices. Any notice required to be given hereunder shall be in writing, and mailed by U.S. Certified Mail, Return Receipt Requested, addressed to the Parties as follows unless a different addressee is later designated by either Party under this notice provision:

For notices to the Club:

Dave St. Peter
President
Minnesota Twins, LLC
Target Field
1 Twins Way
Minneapolis, MN 55403

With a copy to:

Michael J. Grimes
Briggs and Morgan, P.A.
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402-2157

For notices to the County:

Lee County Manager
P.O. Box 398
Fort Myers, FL 33902-0398

Director of Lee County Parks and Recreation
P.O. Box 398
Fort Myers, FL 33902-0398

With a copy to:

Lee County Attorney
P.O. Box 398
Fort Myers, FL 33902-0398

H. Prohibition Against Assignment. The County shall not assign or transfer this Agreement or any of the County's rights or obligations hereunder, without the Club's prior written consent, and subject to such conditions as the Club may reasonably require.

I. Waiver. No action taken pursuant to or related to this Agreement, including, without limitation, any investigation by or on behalf of a Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, condition or agreement in this Agreement. A Party's exercise of or failure to exercise any such right or remedy shall not prevent the concurrent or

subsequent exercise of any other right or remedy. A Party's delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Agreement, except as to the specific circumstances described in such written waiver. Neither payment of a lesser amount than the sum due hereunder nor endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and the other Party may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy.

J. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit, extend or otherwise affect the meaning hereof.

K. No Presumption Against Drafter. This Agreement has been negotiated at arm's length and between entities sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party had been represented by experienced and knowledgeable legal counsel. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

L. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to (a) confer upon any third person other than the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a Party to this Agreement to maintain an action pursuant to or based upon this Agreement.

M. Execution in Counterparts and Delivery of Electronic Signatures. This Agreement may be executed in any number of counterparts. All such counterparts will be deemed to be originals and will together constitute but one and the same instrument. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving Party may rely on the receipt of such executed counterpart as if the original had been received.

N. Relationship of Parties. It is agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture among the Parties.

O. Major League Baseball. Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by the Club hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which the County is granted rights is limited to, and nothing herein shall be construed as conferring on the County rights in areas outside of, the Spring Training territory of the Club as established and amended from time to time. No rights,

exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities.

14. **DISPUTE RESOLUTION.** The Parties agree to attempt to settle by mediation any dispute or controversy that may arise between the Club and the County regarding operation, maintenance and the rights or duties hereunder of either Party, as hereafter provided, and the mediator will determine the controversy in accordance with the laws of the State of Florida as applied to the facts as found. Notwithstanding the foregoing, any controversy arising between the Parties with respect to a Party's exercise of termination rights, any monetary sums due and owing including, without limitation, lease payments and other monetary liabilities arising under any agreement between the Parties (including, without limitation, the Amended Agreement and the Amended and Restated Lease) shall not be mediated and each Party shall have available to it all other remedies available at law or in equity.

A. **Mediation.** In any case hereunder in which it shall become necessary to resort to mediation, such mediation by the Parties shall be conducted as provided for in this **Section 14.**

- (1) **Notice of Mediation.** The Party desiring mediation shall give written notice thereof to the other Party, specifying in such notice, the specific question or questions to be mediated.
- (2) **Selection of Mediator.** Within fifteen (15) days after service of such notice each Party shall provide the other with the names of at least three (3) persons to act as a mediator in the matter. The mediator will be selected by the Parties within fifteen (15) days following the exchange of names by mutual agreement.
- (3) **Meeting with the Mediator.** The mediator shall meet with the Parties at all participants' convenience and mediate the matter. If unsuccessful, the Parties may then utilize all lawfully available means to resolve the issue.

15. **DEFINITIONS.**

"**Affiliates**" means any entity or association (including governmental entities) that, directly or indirectly, through one or more intermediaries, controls, is controlled by or under common control of any individual or entity, including subsidiaries and brother-sister entities.

"**Agreement**" shall have the meaning set forth in the preamble.

"**Amended Agreement**" shall have the meaning set forth in the Preamble Recitals.

"**Amended and Restated Lease**" shall have the meaning set forth in the Preamble Recitals.

"**Applicable Laws**" means any and all present and future laws (including, without limitation, all statutory enactments and common law), ordinances, constitutions, regulations, treaties, rules, codes, standards, Governmental Approvals, requirements and Orders that have been adopted, enacted, implemented, promulgated, Ordered, issued, entered or deemed applicable by or under the authority of Governmental Authority having jurisdiction over a specified person or entity (or the properties of such person or entity), including, without limitation, environmental laws applicable to the County, the Club and other applicable persons or entities in connection with the design, development, construction, equipping, use, occupancy, possession, operation, maintenance and management of the Project.

"**Architect**" shall mean the individual or entity engaged to provide design and architectural services, among other things, for the Project pursuant to the Architect Agreement. The Architect shall be solicited and engaged in accordance with Applicable Laws, including all local and state procurement procedures and regulations.

"**Architect Agreement**" shall mean the written architect agreement entered into between the Authority and the Architect for the Project.

"**BOC**" shall mean 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.

"**Business Day**" shall mean any day other than a Saturday, Sunday or other day on which banks are required or authorized to close in Minneapolis, Minnesota, or Fort Myers, Florida.

"**Club**" shall have the meaning set forth in the preamble.

"**Club Payment Obligation**" shall have the meaning set forth in Section 5.C.

"**Club Representatives**" shall mean Dave St. Peter, Kip Elliot, Matt Hoy, Bill Smith, Dan Starkey and Brian Maloney, or any successor to the foregoing persons designated by the Club by notice to the County.

"**Commissioner**" shall mean 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.

"**Completion Date**" shall mean the date on which the Completion of the Project occurs, which shall not be later than the Target Date and, if one Target Date is not met, the Outside Date, unless the Parties otherwise agree in writing.

"**Completion Default**" shall have the meaning set forth in Section 12.C.

"**Completion of the Project**" means the County's completion of the Project in accordance with the terms hereof, including, without limitation, the commissioning of the Premises and delivery to the Club of a final certificate of occupancy issued by the County entitling the Club to occupy and enjoy the full beneficial use of the Premises for its intended purpose.

"**Conceptual Design Documents**" shall mean the Preliminary Program, the Project Work Schedule, any programming reports, any pre-design documents, concept sketches and renderings illustrating the scale and relationship of the Project components.

"**Conditional Lease**" shall have the meaning set forth in the Preamble Recitals.

"**Construction Services Agreement(s)**" shall mean a construction services agreement(s) to be entered into by and between the County and the construction manager(s) for construction services.

"**County**" shall have the meaning set forth in the preamble.

"**County Capital Improvements**" shall have the meaning set forth in the Preamble Recitals and as set forth in Section 1.C.

"**County Default**" shall have the meaning set forth in Section 12.A.

"**County Payment Obligation**" shall have the meaning set forth in Section 5.B.(1).

"**Critical Design Decisions**" shall have the meaning set forth in Section 3.D.

"**Design Development Documents**" shall mean the drawings, specifications and other documents prepared by the Architect that establish and describe the size and character of the Project as to architectural, civil, structural, landscape, mechanical and electrical systems, graphics and signage, and other elements, and which include typical construction details, equipment layouts and specifications that identify major materials and systems and as more specifically described in the Architect Agreement.

"**Design Meetings**" shall have the meaning set forth in Section 3.C.(1).

"**Force Majeure Event**" shall have the meaning set forth in Section 13.F.

"Governmental Authority" means any national, state, county, city, town, village, municipal or other local governmental department, commission, board, bureau, agency, authority or instrumentality, or any political subdivision thereof, and any person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any of the foregoing entities, having jurisdiction over the persons or entities, or matters in question.

"Lost Revenue" shall have the meaning set forth in Section 12.E.(ii).

"Major League Baseball" or **"MLB"** shall mean, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Baseball Clubs acting collectively.

"Major League Baseball Club(s)" or **"Major League Club(s)"** shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

"Major League Constitution" shall mean 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 League 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.

"Major League Stadium" shall have the meaning set forth in Section 2(A) of the Amended and Restated Lease.

"Master Project Budget" shall mean the master project budget as developed by the Parties and updated, modified, supplemented, or amended from time to time in accordance with this Agreement.

"Material Change" shall have the meaning set forth in Section 6.B.

"Minor League(s)" shall mean the professional baseball leagues which are members of the National Association of Professional Baseball Leagues, Inc. Each league is known individually as a Minor League.

"MLB Approval" shall mean, with respect to the Major League Baseball 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) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such person(s)).

"**MLB Entity**" shall mean each of the BOC, Major League Baseball Enterprises, Inc., 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.

"**MLB Governing Documents**" shall mean 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 November 1, 2006, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto).

"**MLB Rules and Regulations**" shall mean (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.

"**Order**" means any judgment, award, decision, directive, consent decree, injunction (whether temporary, preliminary or permanent), ruling, writ ordered adopted, enacted, implemented, promulgated, issued, entered or deemed applicable by or under the authority of any Government Authority or arbitrator (but as to an arbitrator, with respect to injunctive and equitable relief, only to the extent permitted by this Agreement) that is binding on any person or entity, or its property under Applicable Laws.

"**Original Agreement**" shall have the meaning set forth in the Preamble Recitals.

"**Outside Date**" shall have the meaning set forth in Section 3.B.

"**Parties**" or "**Party**" shall have the meaning set forth in the preamble.

"**Permits**" means all right, title and interest in and to any permits, licenses, filings, authorizations, approvals, or other indicia of authority (and any pending

applications for approval or renewal of a Permit), to own, construct, operate, sell, inventory, disburse or maintain any asset or conduct any business as issued by any Governmental Authority, including all certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds and rights to construct, maintain and operate the Premises, and all renewals, extensions, additions or modifications of any of the foregoing, together with all rights granted thereunder.

"Populous Report" shall have the meaning set forth in Section 1.C.

"Preliminary Program" shall have the meaning set forth in Section 1.C.

"Premises" as used herein shall mean the "Leased Premises" or "Premises" as defined in the Amended Agreement, and as modified for the County Capital Improvements after the Completion of the Project, and the land upon which the Premises is situated is set forth in Exhibit A to this Agreement (which includes the Supplemental Parcel).

"Project" shall have the meaning set forth in the Preamble Recitals and Section 1.C.

"Project Bonds" shall have the meaning set forth in Section 5.B.(2).

"Project Budget" shall have the meaning set forth in Section 5.A.

"Project Consultants" shall mean those persons and entities that are engaged through the solicitation and selection process required as set forth in this Agreement, including, without limitation, (i) the construction manager(s) and (ii) any other consultants, subconsultants, suppliers and trade contractors relating to the Project. The Project Consultants shall be solicited and engaged in accordance with Applicable Laws, including all local and state procurement procedures and regulations.

"Project Financing Plan" shall have the meaning set forth in Section 5.B.(2).

"Project Program" shall have the meaning set forth in Section 4.

"Project Work Schedule" is the schedule set forth on Exhibit B.

"Required Environmental Permits" shall mean all Permits, licenses, bonds, consents, programs, approvals or authorizations required under environmental Applicable Laws to conduct operations at or maintain the Premises or to construct, maintain, operate or occupy the Project or any alterations or improvements thereon, regardless of whether such Permits, licenses, bonds, consents, approvals or authorizations have been obtained by or on behalf of the County.

"Schematic Design Documents" means drawings prepared by the Architect that illustrate the scale and relationship of the various Project components and which also contain square footage and volume calculations for the Premises, including, without limitation, building interior spaces, building exterior spaces, and major architectural and interior finishes.

"Sinking Fund Deposits" or **"Sinking Fund Deposit"** shall have the meaning set forth in **Section 5.B.(3)**.

"Spring Training" means the training period during winter and early spring of any year during which the Club prepares for the next following Major League Baseball season, and shall be deemed to include time reasonably required for (i) the preparation of the Premises, (ii) planning for the start of Spring Training, (iii) additional Minor League player training between the end of Major League Baseball Spring Training and the commencement of the Minor League season, and (iv) a reasonable period for the "winding down" of Spring Training activities by the Club. It is anticipated by the Parties that the foregoing time frame will be from approximately January 15 to approximately April 15 of each calendar year.

"State Development Funds" shall have the meaning set forth in **Section 7.C**.

"Supplemental Parcel" shall have the meaning set forth in the Preamble Recitals.

"Target Date" shall have the meaning set forth in **Section 3.B**.

"Task List" shall have the meaning set forth in **Section 3.D**.

"Trust Fund" shall have the meaning set forth in **Section 5.B.(1)**.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on November 6, 2012.

ATTEST:

CHARLIE GREEN,
CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: Marcia Wilson
Deputy Clerk

By: [Signature]
Chairman

APPROVED AS TO FORM:

By: Andrea H. Fawcett
County Attorney



WITNESSES:

MINNESOTA TWINS, LLC
Target Field
1 Twins Way
Minneapolis, Minnesota

By: [Signature]

By: [Signature]
President

Danielle Berg

[SIGNATURE PAGE TO STADIUM IMPROVEMENT SPRING TRAINING
DEVELOPMENT AGREEMENT]

EXHIBIT A

STADIUM LAND AREA

Original Stadium Property

EXHIBIT "A"

A tract or parcel lying in the northeast quarter (NE 1/4) of Section 30, Township 45 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

From the southwest corner of the northeast quarter (NE 1/4) of said Section 30 run North 01° 10' 06" West along the west line of said northeast quarter (NE 1/4) for 621.20 feet to the point of beginning.
From said Point of Beginning continue North 01° 10' 06" West along said west line for 1921.55 feet; thence run North 88° 55' 40" East parallel with the south line of said fraction for 2184.47 feet to an intersection with the curved northwesterly line of Six Mile Cypress Parkway as described in O.R. Book 1119 at page 835; thence run southwesterly along said northwesterly line along the arc of a curve to the right of radius 5604.58 feet (chord bearing South 23° 42' 17" West) (chord 2116.37 feet) (delta 21° 45' 59") for 2129.15 feet; thence run South 88° 55' 40" West for 1294.31 feet to the point of beginning.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone derived from the Florida Department of Transportation centerline survey for Six Mile Cypress Parkway.

0R2096 P04 L01

CHARLIE GREENLEE C/L
09 SEP 18 AM 11:56

SUPPLEMENTAL PARCEL

EXHIBIT "A"

A tract or parcel of land lying in the Northeast Quarter (NE 1/4) of Section 30, Township 45 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

Beginning at the Southwest corner of the Northeast Quarter (NE 1/4) of said Section 30, run North 01 Degrees 10' 06" West along the West line of said Northeast quarter (NE 1/4) for 621.20 feet; thence run North 88 Degrees 55' 40" East parallel with the South line of said fraction for 1294.31 feet to an intersection with the curved Northwestern line of Six Mile Cypress Parkway as described in O.R. Book 1119, page 835 of the Public Records of Lee County, Florida, thence run Southwesterly along said Northwestern line along the arc of a curve to the right of radius 5604.58 feet (chord bearing South 36 Degrees 25' 35" West) chord 359.62 feet (delta 03 Degrees 40' 37") for 359.68 feet to a point of tangency; thence run South 38 Degrees 15' 54" West for 434.29 feet to an intersection with the South line of said Northeast Quarter (NE 1/4); thence run South 88 Degrees 55' 40" West for 799.06 feet to the Point of Beginning.

LESS AND EXCEPT for West 50 feet thereof.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone derived from Florida Department of Transportation centerline survey for Six Mile Cypress Parkway.

Parcel Identification Number: 30-45-25-00-00004.0000

EXHIBIT B

PROJECT WORK SCHEDULE

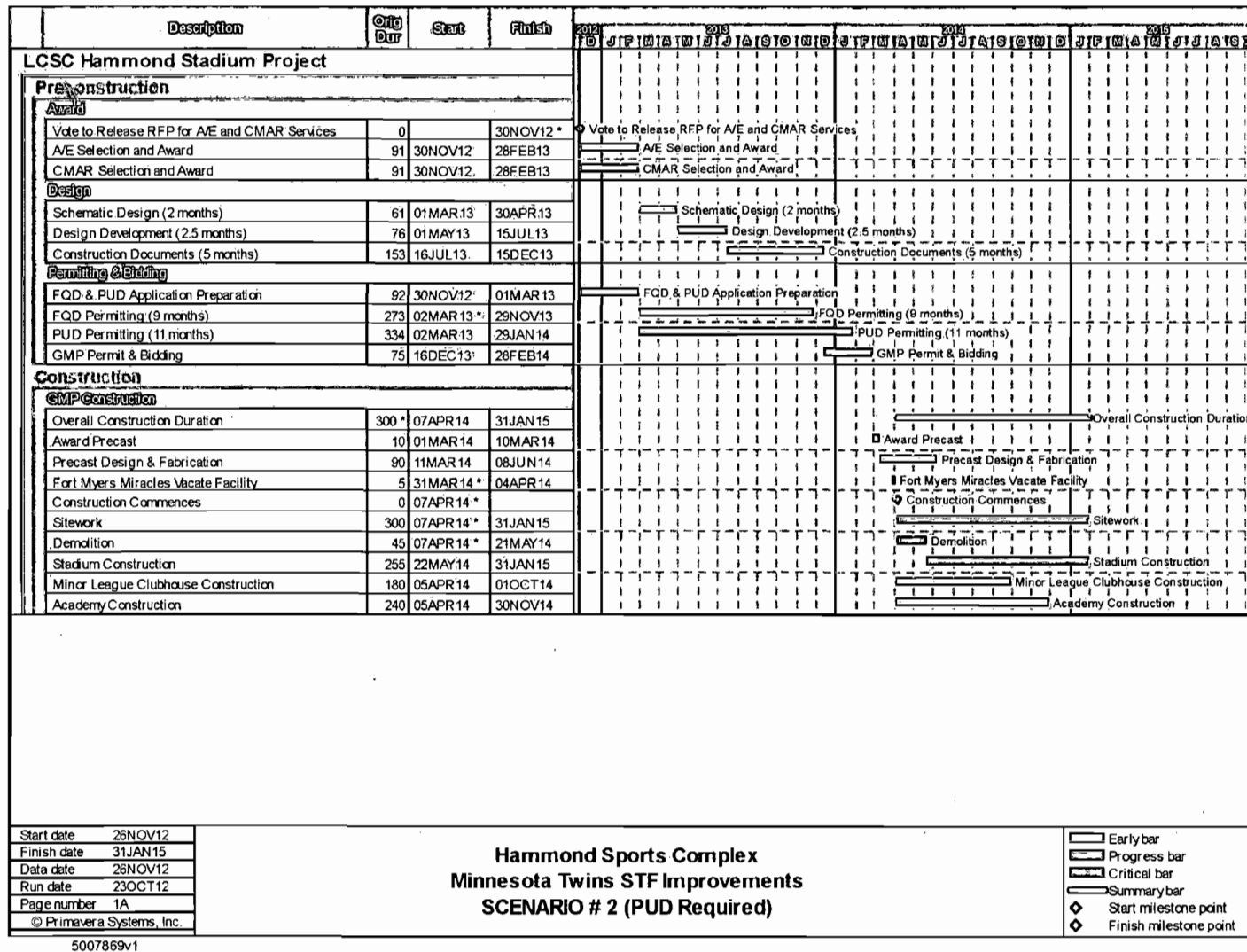


EXHIBIT C

PROJECT PROGRAM

The Project Program description attached to this **Exhibit C** is provided for example purposes only with respect to the scope of the Project, and is part of the Populous Report.

As set forth in this Agreement, the Populous Report is incorporated in its entirety by reference herein and serves as the Preliminary Program.

EXHIBIT C

PROJECT PROGRAM

A. BALLPARK IMPROVEMENTS

I. SITE REQUIREMENTS AND IMPROVEMENTS

A. Public parking for 2,975 cars shall be provided consisting of 2,536 existing spaces and 439 new 10' wide spaces. This parking capacity meets planning guidelines for expansion of fixed seating to accommodate 8,900 spectators. The stadium is planned for additional 400 Standing Room Only (SRO) tickets to be sold, but these will only be sold as alternative parking or transportation options are developed to support this capacity. Secured parking for approximately 11 Twins (Team) designated cars shall be provided adjacent to the Minor League Clubhouse and an additional 46 spaces adjacent to the Academy. New parking areas will utilize a combination of asphalt and grass surfaces. Accessible parking will be provided as required per applicable codes and ordinances. Parking for the softball (quad) fields will be approximately 2,285 spaces. Provide new vehicular deceleration lane to south entrance to the site.

B. New pedestrian walkways and sidewalks shall be located to direct pedestrians to and from the Ballpark entrance. These walkways shall provide safe and direct access, to and from the parking areas. The design and location of plantings, fences, parking striping, parking access lanes, and crosswalks shall allow for safe and efficient movement of pedestrians. Landscaping, at a minimum, will be provided as required by local codes and ordinances. The Twins have requested additional Palm trees throughout the site. A new asphalt bike path will also be included.

C. A new entry sequence (Core) will be provided from the parking areas into the stadium. At the existing promenade south of the stadium, plaques and statues will be relocated and incorporated to create a series of experiences leading to the stadium entry and fountain. The Core will be extended into the existing quad fields to create a connection between the existing parking areas and new grass parking area south of the quad fields. The Core will emphasize Indigenous landscape material including palm trees, manicured lawns, special paving, benches, banners, and lighting.

D. Included as part of this renovation are team and county branding opportunities on the site. They are as follows:

1. Player Statues. 2 hall of fame statues – 8' high; More provided as fund raising allows
2. Hammond Stadium marquee. New video marquee at Six Mile Cypress Blvd.

LEE COUNTY SPORTS COMPLEX IMPROVEMENTS

II. SPECTATOR FACILITIES IMPROVEMENTS

A. Exterior Seating

The ballpark currently provides the following seating:

Dugout Box	120
Box Seats	3,214
Reserved Seats	4,354
Drink Rails	52
Lawn Seating	200
Suites	70

1. New Outfield Boardwalk 19,032 s.f.

Provide an elevated concourse to extend around the outfield fence and connect to the existing concourse at 16'+/- above fin floor. Provide group sales locations at enlarged areas along the boardwalk. Provide drink rails and exist stairs where indicated. Material to be determined, but will likely be concrete structure with polymer wood decking and aluminum rails. Provide lighting where boardwalk is above the bull pen area adjacent to third base. Maintain vehicular travel path below boardwalk with 14' min clear. No storage or sprinkler system is anticipated below the boardwalk.

2. New Tiered Seating Areas 6,740 s.f.

Provide tiered areas for spectator seating adjacent to the new boardwalk. Provide steps to access the different levels. Provide railings to match existing construction.

3. Seating Bowl Modification 3,810 seats

Convert section 201-217 from bench seating to stadium seating. New stadium seating color and design to match existing seats. Salvage bench seating

4. New Bowl Seating 809 s.f.

Provide new bowl seating to match existing adjacent construction. Modify the existing field wall where required and provide new railing to match existing rails. Also, provide seating infill at the upper level to match adjacent construction. Provide new 19" chairs.

5. New Drink Rail Locations 1,896 l.f.

6. Relocate Standing Room Area (215 spaces) 1,343 s.f.

Move from the current location at the cross aisle to the back of the upper bowl and new boardwalk. Provide striping identifying the extent of the standing room area.

7. New Grass Berm 4,597 s.f.

Provide new sloped grass berm in left field. Grass species to match playing field species. Provide retaining wall around berm as required. Provide independent irrigation system or tie into existing system.

B. Ballpark Suites

1. Suite Improvements 2,635 s.f.

Renovate and enlarge five existing suites (including Owner's suite) into four standard size and two party size suites. Standard size suites will have 12 exterior seats and 4 drink rail seats, and one party size suite will have 32 exterior seats and 12 drink rail seats and the other will have 24 exterior seats and 10 drink rail seats. Provide new finishes, cabinetry, fixtures, and lighting. Provide new structure and concrete tub for new exterior seating and rails. Replace existing exterior wall with full height impact resistant glazing and door.

C. Public Toilets

1. New Public Toilet Rooms 1,201 s.f.

Toilet rooms shall be provided for men and women per the increased seating capacity. The ratio of fixtures to spectators shall be based on 50% male and 50% female attendance and will be in compliance with codes and ordinances. Approximately 9,300 total capacity including 400 Standing Room Only tickets will be planned. Fixtures and accessories, including light fixtures and exhaust, shall be vandal-resistant type. The number of fixtures shall be determined using PBA minimum required ratios and applicable codes and ordinances. Individual dual flush urinals shall be provided in men's restrooms. Tempered water shall be provided at lavatories to meet Health Department requirements. Stainless steel framed mirrors, soap dispensers, built-in paper towel dispensers/waste receptacles, hand dryers, diaper changing station and toilet partitions shall be provided in all toilets. Janitor closets with a service sink and storage shelf shall be provided as required. "Green" options for plumbing and lighting fixtures will be investigated and integrated into the design as appropriate. Accessible toilet facilities, including grab bars, etc. shall be provided in all public toilet rooms as required by the State Accessibility Guidelines.

	Women's WC	Men's WC	Urinals	Women's Lav	Men's Lav
2006 IBC	1:40 1-1500	1:75 1-1500	2/3 of WC	1:150	1:200
	1:60 1500+	1:120 1500+			
Existing	50	14	46		
New +/-	41 +/-	1 +/-	0 +/-		

2. New Suite Level Toilet Rooms 506 s.f.

Men's and women's toilet rooms shall be provided, one on each side of the suite level concourse and conveniently located to the suites and party decks. These toilet rooms shall feature upgraded finishes. A diaper changing station shall be provided in each.

3. New Press Level Toilet Rooms 170 s.f.

Men's and women's toilet rooms shall be provided adjacent to the Party Deck. Toilet rooms shall feature upgraded finishes. A diaper changing station shall be provided.

4. New Family Toilet(s) 374 s.f.

Family toilet rooms shall be provided in areas with increased spectators and located convenient to disabled seating areas for use by families with small children and disabled spectators requiring assistance. Each family toilet room is a unisex facility with one water closet, one lavatory, and a changing table. Door shall be lockable from inside.

D. New Group Sales Facilities

Provide new group sales areas including party decks. Party Deck design will be a combination of loose tables and chairs, and drink rails. Standing room only tickets will be sold for this area. Group sales facilities shall include the following:

1. Suite Level Party Deck(s) 9,945 s.f.

Two new outdoor, shaded/sun protected areas shall be provided on the suite level with views to the playing field. This area could be used for receptions, parties, and other pregame and multi-purpose functions. Lighting will be provided. Portable concessions will be located adjacent to this area. Provide new structure and concrete floor for seating area. Provide low and high drink rails at front of deck.

2. Press Level Party Deck 1,859 s.f.

A new outdoor, shaded/sun protected area shall be provided on the press level with views to the playing field. This area could be used for receptions, parties, and other pregame and multi-purpose functions. Lighting will be provided. Portables will be located adjacent to this area. Provide new structure and concrete floor for seating area.

E. New Shade Structures

1. Seating Bowl Shade Canopy Extension

A new +/-16'-0" fabric shade sun shade with steel structure shall be added to the existing seating bowl canopy and at the suite/press building roof. This will be an additive alternate to the base program.

2. Trellis Shade Structures

Provide new wood trellis shade structure over new and existing concourse and specified areas on the new outfield boardwalk.

III. FOOD SERVICE & RETAIL FACILITIES IMPROVEMENTS

A. Concessions

The ratio for concession points of sale to spectator seating is 1:100. There are 24 existing fixed concession points of sale and 4 new fixed concession points of sale for a total of 38 fixed concession points of sale. In addition, 55 portable concession stands will be provided for a total of 93 concession points of sale for the ballpark to meet the required ratio for approximately 9,300 total capacity including 400 Standing Room Only tickets.

1. New Outfield Outdoor Bar / Specialty Concession Areas 11,088 s.f.

Two new open-air bars will be provided on the boardwalk (43 at each bar) in left field and right field. Specialty food items will be offered but not prepared in this area. Seating will consist of drink rails and loose tables and chairs. Bars will have solid roof above with an open steel frame trellis design above a portion of the exterior seating area.

2. New Right Field Group Sales Area 5,724 s.f.

Open air group area on the boardwalk. Provide portable concession carts and loose tables and chairs.

3. Remodel Existing Concession Stands 2,960 s.f.

Remodel existing concession stands located on the concourse. Improvements include new flooring, wall finishes, concession front, lowered counter tops, and ceilings. Repair/replace defective or inoperable devices including outlets, switches, etc. Provide ability to cook in all stands.

4. Expand Existing Concession Stands 278 s.f.

Reconfigure existing concession stands for additional space. Provide new finishes to match remodeled stands. Provide new counters and equipment to match existing concession stands.

LEE COUNTY SPORTS COMPLEX IMPROVEMENTS

5. New Concession Stand 726 s.f.
Provide new concession stands including finishes, equipment, front counter, and exhaust system.

6. Portable Concession Carts
Provide services for new portable carts. Provide electrical and data connections. Utility services will be provided based on the portable counts given above.

B. Commissary

1. New Commissary Addition 3,497 s.f.
Provide roll up door to accommodate deliveries. Finishes are minimal, sealed concrete, painted walls, no ceiling. Walk-in cooler/freezer shall be provided, sized as required. Within the space, provide two 130 s.f. offices for commissary/food service personnel with windows to view the delivery area. Portable cart washing area shall be provided if necessary.

2. New Commissary Kitchen 494 s.f.
Provide a fully functioning commercial kitchen. Provide durable, washable surfaces appropriate for kitchen applications.

C. Food Pantry

1. New Press Level Pantry 185 s.f.
Space for the storage of food to be served on the press level party deck shall be provided. The space will primarily be used for the storage of hot boxes, not dry or packaged goods. The space is not intended to be used for cooking or preparation of food. Finishes will be minimal with sealed concrete floors, painted walls, and lay in ceiling. Provide appropriate electrical service for hot boxes.

2. New Suite Level Pantry 76 s.f.
Space for the storage of food to be served on the suite level shall be provided. The space will primarily be used for the storage of hot boxes, not dry or packaged goods. The space is not intended to be used for cooking or preparation of food. Finishes will be minimal with sealed concrete floors, painted walls, and lay in ceiling. Provide appropriate electrical service for hot boxes.

D. Novelties

1. New Main Retail Store and Storage 413 s.f. ground flr + 2,011 main con= 2,424 s.f.

A retail store for year round sales of merchandise and novelties, with adjacent area, approximately 460 s.f. for storage and supplies, shall be provided near the main entrance. The store will have two levels with the upper level serving the main concourse and lower level serving the ground level. The store and storage room will be provided with a finished floor, ceiling, HVAC systems, general illumination, and slat wall on all wall surfaces. Shelving, racks, additional millwork, and equipment shall be provided by others.

2. New Satellite Retail Stand 316 s.f. @ LF + 273 s.f. @ RF= 589 s.f.

Satellite service counter type stands shall be provided to supplement the retail store. These stands shall be distributed near entries and high visibility areas. The stands and storage rooms will be provided with a finished floor and ceiling, general illumination, slat wall on all wall surfaces, overhead shutter and service counter. Shelving, racks, additional millwork, and equipment shall be provided by others.

IV. PRESS FACILITIES IMPROVEMENTS

A. Press Dining

1. New Press Dining Room 1,700 s.f.

A press dining room accommodating 50 people shall be provided for lunch/dinner service prior to games for press, team executives/ownership, VIP's, etc. In addition, a 250 s.f. storage room will be provided for dining supplies. The room will be conveniently located along the route to the press box. Men's and women's toilet facilities will be provided in close proximity (120 s.f. each). The room may also be used for community meetings/events and functions when not occupied by the press.

2. New Press Dining Room Kitchen/Pantry 242 s.f.

The press dining room kitchen will be located adjacent to the press dining room. Millwork including base and upper cabinets, sink, refrigerator, combination microwave/stove/oven, and dishwasher shall be provided. An overhead coiling shutter will be provided over a serving counter. Space will be provided to store food items.

B. Press Box

Provide new finishes at the existing press box area including floor and ceiling treatments. In addition, provide the following new/enlarged spaces:

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1. Press Toilet Rooms 340 s.f.
Existing Men's and Women's toilet rooms shall be enlarged. These toilet rooms shall feature upgraded finishes. A diaper changing station shall be provided in each.
2. New Video Production Room 320 s.f.
Provide office grade finishes, and built in counter space to accommodate multiple computer work stations. Provide diffused lighting.
3. New Storage Room 300 s.f.
Provide minimal finishes.

V. CLUBHOUSE FACILITIES IMPROVEMENTS

A. Major League Clubhouse

Existing facilities will be completely removed (gutted) and prepared for new spaces to include the following:

1. New Training Room 1,123 s.f.
The Training Room shall contain space for four treatment tables and a storage closet. Provide work counter islands with upper and lower cabinets and sink.
2. New Trainers Office 222 s.f.
Provide an office adjacent to the training room with views to the hydrotherapy room. Provide space for four trainers workstations.
3. New Trainer Storage 332 s.f.
Provide medications vault and four 18" wide adjustable shelves on two walls.
4. New Hydrotherapy Room 501 s.f.
A separate, totally enclosed hydrotherapy room will be provided to accommodate 1 hot and 1 cold recessed plunge pools and one recessed exercise pool. Provide 1 extremity tank. Acrylic flooring will be installed in the hydrotherapy room with floor drains located as required. A new sub grade service pit will be created with ladder access to both levels. Provide a 500 lb. water cooled pellet ice machine, and refrigerator/freezer. Provide approximately 8' of base and upper cabinets with appropriate material to withstand the corrosive environment. Provide a one fixture toilet and shower.

5. New Weights and Physical Conditioning Room 2,398 s.f.
 New space shall accommodate equipment such as isokinetic and exocyclic devices, cable columns, stability platform, ply metric equipment, spine table and exercise balls. Free space shall be allowed for stretching and floor work. Minimum 12' ceiling height shall be provided. Provide natural light, athletic flooring and mirrors shall be installed. An adjacent storage room (size tbd) shall be provided. Provide a ball wall. Provide wireless internet throughout. Include a sound system and locations for multiple televisions. Provide 8' base cabinets. Provide garage doors on the exterior wall to allow for open air training.
6. New Weight Room Office 60 s.f.
 Provide an office adjacent to the weight room.
7. New Player Lounge 1,183 s.f.
 A new player lounge will be provided with spike proof carpeting, tables, and chairs. Provide painted walls and a lay in ceiling. Provide outlets for multiple TV's.
8. New Player Kitchen 225 s.f.
 The Player Kitchen will be located adjacent to the Player Lounge. Millwork including base and upper cabinets, sink, refrigerator, combination microwave/stove/oven, and dishwasher shall be provided. Provide 8 built in chaffing trays. An overhead coiling shutter will be provided over a serving counter.
9. New Player Kitchen Pantry 207 s.f.
 Provide new space for storage of food items. Provide finishes matching the player kitchen.
10. New Reception Alcove (Area included in circulation)
 An alcove area will be provided adjacent to the player facilities to monitor and check in personnel entering the player areas.
11. New Laundry 397 s.f.
 Provide new laundry with minimal finishes and no ceiling. Provide concrete bases roughly 12" above the finished floor to mount equipment. Provide drain channel at rear of concrete bases for washing machines. Provide new gas hookups for dryers and venting system.
12. New Equipment Storage (Fort Knox) 750 s.f.
 This space shall serve as the principal delivery area for clubhouse. A large overhead door will be provided. Provide 10' x 10' cage storage areas for extra baseballs and bats. Provide shelving, storage cabinets and counter space with shutter for distribution of equipment to players.

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13. New Equipment Manager Office 128 s.f.
 Locate adjacent to equip storage to allow access to uniformed personnel, as well as staff members, vendors, etc.
 Provide floor safe and built-in counter and lockable cabinets. Provide window to equipment storage area.
14. New Player Locker Room 3,200 s.f.
 Approximately 70 - 36" x 30" x 7'-0" high lockers will be provided. All lockers shall surround a central open area, without corners. The individual lockers will follow standard Major League Baseball designs except that a power receptacle shall be installed in the back of each locker. Spike-proof carpet shall be provided.
15. New Player Grooming Area 1,189 s.f.
 Shower room shall have approximately 14 showerheads. All showerheads will be surface mounted in stainless steel housing. Plastic laminate countertops with recessed bowl sinks, mirrors, 7 water closets and 7 urinals will be provided. Shelves for holding grooming products will be provided. Acrylic flooring shall be installed throughout, sloped to drains. A hose bib for the cleanup of wet areas will be provided. In the drying areas outside of the shower room, stainless steel wire shelving for towel storage will be provided. No benches will be provided in the drying areas.
16. New Coach's Locker Room and Grooming 1,052 s.f.
 The Coaches' Locker Room shall contain 8 lockers at 36" wide x 36" deep x 7'-0" high each. Locate adjacent to Manager's Office. Provide private shower/toilet facilities.
17. New Manager's Office and Grooming 221 s.f.
 The Manager's Office shall be sized to accommodate a desk and guest chairs for 2 to 3 people. The manager's private toilet room with shower and locker will be located in an enclosed space within the office, but separated from the office area.
18. New Manager and Coach's Conference Room 408 s.f.
 Locate between the coaches' room and manager's office with doors directly into each space. Space shall be provided to seat 20 people. Counter shall be provided along one wall with space for magnetized and dry erase boards.
19. New Video Coaching Room 232 s.f.
 Provide millwork for video equipment and space for 10 occupants. Provide special sound insulating treatment and dedicated cooling system. Provide ability for room to be divisible.
20. New Coach's Work Room 277 s.f.
 Provide typical office finishes.

21. New Doctor's Office 162 s.f.
Provide base and upper cabinets, sink, and exam table.

22. New Clubhouse Staff Lockers 282 s.f.
The staff locker room shall contain 10 lockers 18" wide x 24" deep x 7'-0" high. Provide spike proof carpeting.

23. New Auxiliary Locker Room 685 s.f.
Provide spike proof carpet and basic finishes. No lockers are required. Provide 1 fixture toilet room.

24. New Auxiliary Locker Room Wet Area 513 s.f.

B. Existing Visiting Team Clubhouse Improvements 2,470 gross s.f.
Existing facilities will be remodeled. Improvements include new floor, wall, and ceiling finishes, and new lighting.
Provide 45 new 30" x 30" x 7'-0" high wood lockers. Relocate mechanical room.

C. New Visiting Team Clubhouse Improvements

1. Storage Room 71 s.f.

2. Manager Locker Room 187 s.f.

3. Training Room 269 s.f.

4. Coaches Locker Room 235 s.f.

5. Manager and Coaches Shower 288 s.f.

D. New Umpires' Locker Facilities 352 s.f.
Locker room shall provide with 4 - 3'-6" x 3'-0" x 7'-0" high open faced wood lockers. Spike proof carpeting, painted walls, and lay in ceiling will be provided. An adjacent private shower and toilet room shall be constructed.

VI. SERVICE AND OPERATIONS FACILITIES IMPROVEMENTS

A. Ballpark -- Playing Field Maintenance Office 90 s.f.
Provide new office space to house weather computer.

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B. Renovate Existing Dugout Toilets 100 s.f.
Provide new finishes and fixtures. Provide new sump pump and backflow devices to prevent flooding that currently occurs.

C. Storage Areas

1. Tenant and General Storage 4,221 s.f.
Unfinished space below the seating bowl will be modified for general and promotional storage. Provide new concrete slab, enclosure walls and HVAC system. Extend fire protection system per Code requirements. Provide new sub roof system.

2. New Concourse Level Storage 543 s.f.
Provide room with minimal finishes.

D. Building Systems

Existing systems will be evaluated depending on how they affect the proposed work. Systems deemed to be in a poor state of repair or technically obsolete shall be replaced. Existing systems with satisfactory operation will remain unchanged.

1. Telecommunications Systems

Provide new phone, data, and voice wiring and in-wall devices to conform to current and anticipated technology requirements.

2. Security Systems

Provide new access control devices on doors as indicated on the plans. Provide a comprehensive security program for all areas of the Project and associated functions. Areas include administration, locker room and all public areas. Security for both event and non-event hours. System to include Security Management Systems; Access Control Systems; Closed-Circuit Television Systems; Alarm Monitoring Systems; and Intrusion Detection Systems.

3. Wi-Fi

Provide wireless internet capabilities throughout the ballpark and minor league clubhouse facility. Also include at the Promenade (palm court) for vendors.

4. Broadcast Interfacing.

Provide conduit and path between broadcast booths and broadcast trucks accommodating cabling. Cabling will be included as a project expense. Provide pedestals with electrical power to the broadcast trucks.

5. Sound System

Provide a new sound system to include: speakers, wiring, amplifiers, and control system. Provide capability for new system to integrate with new video board.

6. Video board

Provide new video board approximately 26'-3" wide by 19'-8" high. Provide new structural support and control system for video board. Provide upgraded electrical services as required.

7. Fire Protection and Alarm system

Provide updated fire protection and alarm system to meet current codes.

8. Sub Roof

Provide new metal sub roof throughout the underside of the existing seating bowl. Tie into drain system.

9. Scoreboard

Existing scoreboard will be relocated. Provide new foundations and extend services.

10. IPTV system

Provide internet protocol television system throughout. Raceway and cabling is provided for 75 locations. Headend, monitors and mounts are by the Owner.

11. New Playing Field

Infill existing ballpark playing field with new materials to conform to new layout mirroring Target Field. Extend drainage system and irrigation system. Provide new root zone, turf, warning track, and infield area as required.

12. New Backstop

Provide new replacement backstop and cabling system to match the existing design.

13. New Camera Pits

235 s.f.

Provide new camera pits at the end of each dugout for broadcast and still camera photography. Provide broadcast connection.

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VII. ADMINISTRATIVE FACILITIES IMPROVEMENTS

A. Ballpark Operations/Technology Improvements

1. New Main Communications Room 869 s.f.

Provide room with minimal finishes and dedicated cooling system.

2. New Communications Closets (3@ 100 +/- s.f. each) 317 s.f.

Provide throughout main concourse. Provide independent cooling for each closet and minimal finishes.

3. New Field Level Broadcast Room 143 s.f.

Provide area with secured storage.

B. New Major League Administration Offices (Suite Level) 1,989 s.f. Ten offices @ 120 s.f.

Meeting/Conference room @ 195 s.f.

Work Area @ 594 s.f.

Provide coffee bar with sink and refrig

C. New Minor League (Miracle) Administration Offices (Press Level) 1,905 s.f. Six offices @ 120 s.f.

Open office @ 1,185 s.f.

D. New Ballpark Ticketing 2,418 s.f.

Reception area @ 970 s.f.

One office @ 111 s.f.

A general office area for six workstations @ 1,346 s.f.

Storage room @ 182 s.f.

Ticket Windows 8 @ 348 s.f. (Provide microphone, speaker system, and canopy over windows)

Circulation

Toilet @ 80 s.f.

Vault Room @ 57 s.f.

Work Room @ 166 s.f.

Work Stations 2@ 64 s.f.

Coffee Bar @ 67 s.f.

Storage @ 53 s.f.

VIII. CIRCULATION IMPROVEMENTS

A. New Main Concourse 12,648 s.f.

Widen the existing concourse per the plans (min 24' to max of 40'). Areas with more space will be used for portables. Provide traffic topping where concourse is over finished areas.

B. New Suite Level Concourses Outdoor 1,673 s.f.

The existing suite level concourse will receive new finishes to include flooring, wall treatment, ceilings, lighting, and controls.

C. New Press Level Balcony Outdoor 1,350 s.f.

Provide a new exterior balcony with protective railings at the press level.

D. Vertical Circulation

1. New Elevators/Elevator Equipment Rooms/Stairs 7,256 s.f.

Provide depending on the final design. Number, capacity and speed of the elevators will be determined based on the final design. 1 New Hydraulic Passenger in the existing shaft, 1 New Passenger in a new shaft, & 1 New Freight (as Add Alternate) in a new shaft. The existing elevator/stair tower and new passenger elevator/stair towers will be open air. A Limited Use Limited Access Lift (LULA) is planned for the main retail store.

2. New Dugout ADA or Stair Lifts.

Provide depending on the final design one at both home and visitor dugouts.

E. New Elevator Lobbies 1,409 s.f.

Provide painted walls, lay in ceiling, and sheet flooring.

F. Graphics

Provide allowance for improvements to the existing signage. Separate graphics will be provided for the Academy.

G. Advertising Signage

Increase locations for branding/sponsorship opportunities where available. Provide new steel frame structure with aluminum panel graphics at left field boardwalk.

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B. SPRING TRAINING REQUIREMENTS

I. TRAINING IMPROVEMENTS

A. New Major League Practice Field

The Major League practice field will have the following elements: 12" root zone, 15'-0" crushed brick warning track, the field dimensions will be configured to match Target Field with approximately 100,000 s.f. of turf, an under field drainage system will daylight to a retention area or dry well (if possible), high performance playing turf, 8'-0" outfield fence, 6'-0" fence down foul lines, backstop and 60'-0" wide x 40'-0" high batter's eye. The batter's eye will be constructed of a steel structure with sheet metal facing.

B. Existing Covered Batting Tunnel

The drainage system currently back up during extended periods of rain. Cap existing drain lines and provide new drainage to dedicated detention area.

C. New Agility Field and Warm Up Area

Provide new agility field and warm up area for the players. Agility field to have natural turf surface with no under drain system. Provide 45' x 180' incline area. Provide 30' x 12' high painted cmu block wall. Provide 75' x 30' 36" deep sand pit and sprint lanes at the warm up area.

D. New Major League Pitching Mounds

Provide 6 mounds with catching areas. Provide flat turfed areas between mounds and catching areas. Provide 8' high chain link fence behind catchers. Provide one 1 1/2 inch quick coupler centrally located for dressing the mounds.

II. PLAYER FACILITIES IMPROVEMENTS

A. Minor League Facilities

Existing facilities will be remodeled. Remove existing construction as required for new work. At remaining spaces provide new finishes, doors, hardware, lighting and switches. At existing locker room provide new wood lockers in addition to the improvements noted above. Total of 180 lockers.

1. New Hydrotherapy Room

1,078 s.f.

A separate, totally enclosed hydrotherapy room will be provided to accommodate 1 hot and 1 cold plunge pools and one exercise pool. 4 extremity tanks and a 500 pound water cooled pellet ice machine, (refrigerator/freezer, and a sanitary sink) will also be provided. Acrylic flooring will be installed in the hydrotherapy room with floor drains located

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as required. A new sub grade service pit will be created with ladder access to both levels.

2. New Coaches' Locker Rooms (2 @ 450 sf ea) 900 s.f.

Provide two rooms with approximately 14 - 30" x 30" coach's lockers around open space in center of room. Provide working counter or space for desk. Locate adjacent to Conference Room.

3. New Coach's Conference Room 367 s.f.

Locate adjacent to the coaches' room with doors directly into each space. Space shall be provided to seat 35 people. Counter shall be provided along one wall with space for magnetized and dry erase boards.

4. New Coaches' Grooming Area 473 s.f.

Shower room shall have approximately 8 showerheads. All showerheads will be surface mounted in stainless steel housing. Plastic laminate countertops with recessed bowl sinks, mirrors, water closets and urinals will be provided and shelves for holding grooming products will be provided. Acrylic flooring shall be installed throughout, sloped to drains. A hose bib for the cleanup of wet areas will be provided. In the drying areas outside of the shower room, stainless steel wire shelving for towel storage will be provided. No benches will be provided in the drying areas.

5. New Training Room 1,766 s.f.

The Training Room shall contain space for seven treatment tables and a storage closet. Provide work counter islands with upper and lower cabinets and sink.

6. New Trainers Office 267 s.f.

Provide office adjacent to the training room with views to the hydrotherapy room. Provide space for a desk with wired communications.

7. New Trainer's Locker Room 471 s.f.

Provide 10 wood lockers with lockable storage. Provide spike-proof carpeting. Provide power receptacle in the back of each locker.

8. New Umpires' Locker Facilities 567 s.f.

Locker room shall be provided with 6 - 3'-6" x 3'-0" open faced wood lockers. Spike proof carpeting, painted walls, and lay in ceiling will be provided. An adjacent private shower and toilet room shall be constructed.

<p>9. New Strength and Conditioning Offices Provide 2 offices with counters along one wall.</p>	<p>353 s.f.</p>
<p>10. New General Storage Provide minimal finishes and no ceiling. Include wood shelving</p>	<p>160 s.f.</p>
<p>11. New Video Coaching Rooms (2 Rooms) Provide millwork for video equipment and space for 5 occupants. Provide special sound insulating treatment and dedicated cooling system if required. Provide ability for room to be divisible. Provide special lighting and electrical systems to accommodate the use.</p>	<p>455 s.f.</p>
<p>12. New Flex Locker Room Provide 4- 30"x 30" lockers. Will serve female trainers and umpires.</p>	<p>175 s.f.</p>
<p>13. New Server Room Provide minimal finishes and dedicated cooling system.</p>	<p>339 s.f.</p>
<p>III. ADMINISTRATION IMPROVEMENTS Provide the following new spaces: Individual Offices 6 @ 120 s.f. ea= 720 s.f. Large Offices 3 @ 175 s.f.= 525 s.f. Reception @ 465 s.f. Break Room @ 184 s.f. Circulation @ 444 s.f. Renovate existing toilets</p>	<p>2,388 s.f.</p>

Note: Provide acoustical separation between weight room and adjacent spaces.

C. PLAYER ACADEMY REQUIREMENTS

I. HOUSING (WI-FI THROUGHOUT)

A. Guest Rooms (54 @ 360 s.f.) 19,440 s.f.

Guest rooms will be provided each housing 2 occupants. The level of construction and finish will be comparable to a college dormitory with an emphasis on durable materials. Each room will have a private shower and toilet area.

B. Suite Units (4 @ 498 s.f.) 1,992 s.f.

Each Suite unit will house one occupant and have a private shower and toilet area and small food prep area with refrigerator, oven/stove, cabinets and microwave. 3% of the living units to be accessible.

C. Lounge (2 @ 370 s.f.) 740 s.f.

Provide open space with areas for watching TV and playing video games. Provide one lounge at each floor with housing.

D. Housekeeping / Storage (1 per residential floor @ 130 s.f.) 260 s.f.

Provide basic finishes and shelving. Mop sink.

II. GROUP SPACES (WI FI THROUGHOUT)

A. Theater 4,350 s.f.

Provide a tiered upholstered lecture seating with tablet arms, theater accommodating 200 people. Provide fixed lecture type seating with swing up work surfaces, acoustic wall treatments, and full audio/visual capabilities. Provide extra wide seats and increased tread depth. Provide individual power at each desk/seat. In addition, provide the following support spaces:

1. Staff Room @ 385 s.f.
2. Audio Visual Room @ 204 s.f.
3. Storage @ 306 s.f.

B. Classroom 1,288 s.f.

Provide movable walls to divide the space. Provide acoustic wall treatments. Provide AV capabilities for presentations.

C. Large Multipurpose 1,701 s.f.

Provide AV capabilities for presentations.

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- D. Small Multipurpose / Game 923 s.f.
Provide AV capabilities for presentations. Coordinate electrical services for games.
- E. Conference Room 555 s.f.
Provide AV capabilities for video conferencing.
- F. Laundry Facility 1,200 s.f.
Provide area for washers and dryers. Provide soak sinks and office (approximately 180 s.f.) for laundry personnel and supervision. Provide lockable linen closet @ 100 s.f. Include 3 commercial washers and dryers.

III. DINING REQUIREMENTS

- A. Dining Room 3,180 s.f.
Dining room shall accommodate 200 people. Space shall have an abundance of natural light. Provide painted walls, lay in ceiling, and durable flooring. Also, provide a complete audio/visual system to allow for large meetings and presentations. In particular, provide a retractable screen and projection system along with sound distribution system. Provide salad bar and drink/condiment serving area.
- B. Dining Room Kitchen 1,960 s.f.
Provide a fully functioning commercial kitchen capable of serving the adjacent dining room. Provide durable, washable surfaces appropriate for kitchen applications. Provide one office approximately 115 s.f. for the management staff.
- C. Dining Room Storage 505 s.f.
Provide a storage room for housing tables, chairs and other equipment used in the dining room. Provide minimal finishes.

IV. ADMINISTRATIVE FACILITIES

- A. Four Offices (208 s.f., 292 s.f., 292 s.f., 346 s.f.) 1,138 s.f.
- B. Study Rooms (3 @ 145 s.f.) 435 s.f.
- C. Toilets 425 s.f.
Provide separate toilet facilities serving the lobby space.

D.	Copy/Supply	258 s.f.
	Provide dedicated electrical service for copier. Provide 8' long base and upper cabinets for storage of office supplies.	
E.	Centralized Facility Mail Room	212 s.f.
	Provide shelving/millwork to accommodate mail functions. Design to be similar to current mail slots which mirror post office boxes.	
F.	Large Storage	546 s.f.
	Provide basic finishes and shelving.	
G.	Small Storage	140 s.f.
	Provide basic finishes and shelving	
H.	Janitor Closet – First Floor	86 s.f.
	Provide basic finishes and shelving	
I.	Reception Area	1,684 s.f.
	Provide check in counter and desk wired for communications. Includes 235 s.f. store for convenience items for players.	
J.	Gazebo	500 s.f.
	Wood framed with concrete floor, provide lighting and ceiling fans. Locate adjacent to the lake.	
V.	ANCILLARY SPACE	
A.	Circulation	5,335 s.f.
B.	MEP	400 s.f.
C.	Vertical Circulation Stairs and Elevators	1,575 s.f.
	1. Passenger / Freight elevator	
	2. 2 exit stairs	

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EXHIBIT D

PROJECT BUDGET

	<u>Lee County</u>	<u>Twins</u>	<u>Total</u>
<u>Hammond Improvements</u>			
Site requirements & improvements	\$ 5,700,000		\$ 5,700,000
Spectator facilities improvements	6,500,000		6,500,000
Food service and retail facilities improvements	2,800,000		2,800,000
Press facilities improvements	700,000		700,000
Clubhouse facilities improvements	2,800,000		2,800,000
Service and operations facilities improvements	3,800,000		3,800,000
Administrative facilities improvements	1,100,000		1,100,000
Circulation improvements	<u>3,000,000</u>		<u>3,000,000</u>
Subtotal:	<u>\$26,400,000</u>		<u>\$ 26,400,000</u>
<u>Spring Training Requirements</u>			
Training improvements	\$1,100,000		\$1,100,000
Player facilities improvements	<u>2,500,000</u>		<u>2,500,000</u>
Subtotal:	<u>\$ 3,600,000</u>		<u>\$ 3,600,000</u>
<u>Player Academy Requirements</u>			
Player Academy (without Sleeping Rooms)	\$ 3,350,000		\$ 3,350,000
Sleeping Rooms		<u>\$ 3,850,000</u>	<u>3,850,000</u>
Subtotal:	<u>\$ 3,350,000</u>	<u>\$ 3,850,000</u>	<u>\$ 7,200,000</u>
<u>Program Budget Contingency</u>			
	<u>\$ 1,900,000</u>		<u>\$ 1,900,000</u>
<u>Project Soft Costs</u>			
	\$ 7,250,000		\$ 7,250,000
Permit and related fees			
Design consultants			
Testing and inspections			
Furniture, fixtures and equipment			
Other consultants			
Owner contingency			
Insurance			
Subtotal:	<u>\$ 7,250,000</u>		<u>\$ 7,250,000</u>
<u>TOTAL PROJECT BUDGET:</u>	<u>\$42,500,000</u>	<u>\$ 3,850,000</u>	<u>\$46,350,000</u>

EXHIBIT E

BASIS FOR PROJECT FINANCING PLAN

Project Financing Plan Exhibit	
Phase I (maximum avail. funding)	
Phase II (sinking fund through F415)	

Dated/Delivered: 4/1/2012

Sources and Uses	
Par Amount	39,250,000
Premium	3,352,897
Total	42,602,897

Total Project Costs	42,500,000
Phase I Funding	36,628,497
Phase II Funding	5,871,503

		FY12-13	FY13-14	FY14-15
Project Fund (Phase I)	36,628,497	36,628,497		
Capitalized Interest Through 10/1/2014	2,937,900	1,957,168	1,957,168	1,957,168
Debt Service Reserve Fund (DSRF)	2,590,250	38,585,665	40,542,832	42,500,000
Cost of Issuance	250,000			
Underwriter's Discount	196,250			
Total	42,602,897			

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Stadium / Attractions Trust Fund - Sources and Uses of Funds:						
Project Financing Plan Exhibit						
Phase I (Maximum available funding) Phase II (sinking fund through 1/1/15)						
	FY10-11		FY11-12		FY12-13	
	TDI	Actual	TDI	Actual	0%	0%
	TDI/Actual		TDI/Actual		0%	
	101% Growth					
Sources of Funds:						
Beginning Fund Balance	6,497,587	7,380,383			7,221,817	4,356,637
TDT Projected Revenues:	23,949,497	26,656,485			26,656,485	26,656,485
1/5th TDT Revenues (Ord. No. 09-01 20% Allocation)	4,789,899	5,331,297			5,331,297	5,331,297
Investment Interest (0.70%)	30,000	30,000			30,000	30,000
RedSox Lease Receipts		37,500			37,500	37,500
County Match to RedSox Lease Receipts		37,500			37,500	37,500
Twins Capital Contribution Payment Receipts	40,000	20,000			20,000	60,000
County Match Twins Capital Contribution Payment	40,000	20,000			20,000	60,000
RedSox Rental Receipts		500,000			500,000	500,000
Twins Rental Receipts	300,000	300,000			300,000	500,000
JetBlue Receipts		150,000			150,000	150,000
State §12.20 Sales Tax Rebate Grant Receipts					500,000	500,000
State §12.20 Sales Tax Rebate Grant Receipts					500,000	500,000
Sources of Funds - Subtotal	5,199,899	6,426,297			6,926,297	7,206,297
Total Sources of Funds (INCLUDING FUND BALANCE)	11,697,486	13,806,680			14,148,114	11,988,958
Uses of Funds (Senior Lien):						
Senior Lien Debt Service:						
Series 2004 (Twins)	808,710	813,910			817,910	815,293
Series 2010 (RedSox)	1,408,863	3,031,883			3,023,908	3,030,183
Proposed Series 2012 (Twins) - Net of Capi (through 10/1/14)						
Senior Lien Debt Service - Subtotal	2,217,573	3,845,793			3,841,818	3,845,476
Total Senior Lien Debt Service	2,217,573	3,845,793			3,841,818	3,845,476
Subordinate Expenses:						
Major Maintenance Expenses (re-structured & deferred to FY19)	1,133,127	896,003			1,459,000	-
Major Maintenance Associated with Jet Blue Contribution		150,000			150,000	150,000
Supplemental Internal Loan Repayment (RedSox Contract)	577,903	584,489			581,623	578,758
Supplemental Internal Loan Repayment (Twins Land Purchase)	8,500	727,619			731,429	728,571
Stadium Insurance	140,000	140,959			264,416	272,348
Three Parks Positions	140,000	140,000				
Stadium R & R	100,000	100,000			100,000	100,000
Subordinate Expenses - Subtotal	2,099,530	2,739,070			3,286,468	1,829,677
Total Expenditures	4,317,103	6,584,863			7,128,286	5,675,153
Phase II Funding (priority sinking fund)						
Cumulative Phase II Funding (sinking fund)					1,957,168	1,957,168
Ending Fund Balance	7,380,383	7,221,817			5,062,661	4,356,637
						2,873,627

Stadium / Attractions Trust Fund - Sources and Uses of Funds:						
Project Financing Plan Exhibit						
Phase I (maximum avail. funding), Phase II (sinking fund through FY15)						
	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	
	1%	2%	2%	2%	2%	2%
	1,707,75	976,77	976,77	976,77	976,77	2,376,3
100% Growth						
Sources of Funds:						
Beginning Fund Balance						2,882,382
TOT Projected Revenues:						
1/5th TDT Revenues (Ord. No. 09-01 20% Allocation)	2,873,627	2,878,101	2,879,602	2,880,811	2,882,382	
Investment Interest (0.70%)	26,923,050	27,461,511	28,010,741	28,570,956	29,142,375	
RedSox Lease Receipts	37,620	38,372	39,140	39,923	40,721	
County Match to RedSox Lease Receipts	37,500	62,500	62,500	62,500	62,500	
Twins Capital Contribution Payment Receipts	60,000	60,000	60,000	60,000	60,000	
County Match Twins Capital Contribution Payment	60,000	60,000	60,000	60,000	60,000	
RedSox Rental Receipts	500,000	515,000	515,000	515,000	515,000	
Twins Rental Receipts	500,000	500,000	500,000	500,000	515,000	
JetBlue Receipts	150,000	150,000	150,000	150,000	150,000	
State \$212.20 Sales Tax Rebate Grant Receipts	500,000	500,000	500,000	500,000	500,000	
Sources of Funds - Subtotal	7,267,230	7,440,674	7,551,288	7,664,114	7,644,196	
Total Sources of Funds (INCLUDING FUND BALANCE)	10,140,857	10,318,776	10,430,890	10,544,924	10,526,578	
Uses of Funds (Senior Lien):						
Senior Lien Debt Service:						
Series 2004 (Twins)	806,031	810,788	-	-	-	
Series 2010 (RedSox)	3,167,433	3,237,533	4,134,806	4,202,441	4,274,417	
Proposed Series 2012 (Twins) - Net of Capi (through 10/1/14)	2,012,500	2,108,300	2,126,600	2,084,375	1,979,625	
Senior Lien Debt Service - Subtotal	5,985,964	6,156,571	6,261,406	6,286,816	6,254,042	
Total Senior Lien Debt Service	5,985,964	6,156,571	6,261,406	6,286,816	6,254,042	
Subordinate Expenses:						
Major Maintenance Expenses (re-structured & deferred to FY19)	-	-	-	910,000	1,070,000	
Major Maintenance Associated with Jet Blue Contribution	150,000	150,000	150,000	150,000	-	
Supplemental Internal Loan Repayment (RedSox Contract)	-	-	-	-	-	
Supplemental Internal Loan Repayment (Twins Land Purchase)	722,857	720,000	717,143	-	-	
Stadium Insurance	288,935	297,603	306,531	315,727	320,000	
Three Parks Positions	-	-	-	-	-	
Stadium R & R	115,000	115,000	115,000	-	-	
Subordinate Expenses - Subtotal	1,276,792	1,282,603	1,288,674	1,375,727	1,390,000	
Total Expenditures	7,262,755	7,439,173	7,550,080	7,662,542	7,644,042	
Phase II Funding (priority sinking fund)						
Cumulative Phase II Funding (sinking fund)						
Ending Fund Balance	2,878,101	2,879,602	2,880,811	2,882,382	2,882,382	

Stadium / Attractions Trust Fund - Sources and Uses of Funds:						
Project Financing Plan Exhibit						
Phase I (maximum avail. funding), Phase II (sinking fund through FY15)						
	FY2021	FY21-22	FY22-23	FY23-24	FY24-25	
	2%	2%	2%	2%	2%	
	9/1/21	9/1/22	9/1/23	9/1/24	9/1/25	
	YOY% Growth					
Sources of Funds:						
Beginning Fund Balance	2,882,536	2,885,837	2,887,866	2,888,882	2,889,255	
TOT Projected Revenues:	29,725,223	30,319,727	30,926,121	31,544,644	32,175,537	
1/5th TDT Revenues (Ord. No. 09-01 20% Allocation)	5,945,045	6,063,945	6,185,224	6,308,929	6,435,107	
Investment Interest (0.70%)	41,535	42,366	43,213	44,078	44,959	
RedSox Lease Receipts	62,500	175,000	175,000	175,000	175,000	
County Match to RedSox Lease Receipts	62,500	175,000	175,000	175,000	175,000	
Twins Capital Contribution Payment Receipts	60,000	60,000	60,000	60,000	60,000	
County Match Twins Capital Contribution Payment	60,000	60,000	60,000	60,000	60,000	
RedSox Rental Receipts	515,000	530,450	530,450	530,450	530,450	
Twins Rental Receipts	515,000	515,000	515,000	515,000	530,450	
JetBlue Receipts	-	-	-	-	-	
State \$21.20 Sales Tax Rebate Grant Receipts	500,000	500,000	500,000	500,000	500,000	
Sources of Funds - Subtotal:	7,761,580	8,121,761	8,243,888	8,368,456	8,510,967	
Total Sources of Funds (INCLUDING FUND BALANCE)	10,644,116	11,007,598	11,131,754	11,257,338	11,400,222	
Uses of Funds (Senior Lien):						
Senior Lien Debt Service:						
Series 2004 (Twins)	-	-	-	-	-	
Series 2010 (RedSox)	4,346,404	4,432,733	4,585,997	4,665,958	4,743,577	
Proposed Series 2012 (Twins) - Net of Capi (through 10/1/14)	1,996,875	2,252,000	2,181,875	2,207,125	2,249,875	
Senior Lien Debt Service - Subtotal	6,343,279	6,684,733	6,767,872	6,873,083	6,993,452	
Total Senior Lien Debt Service	6,343,279	6,684,733	6,767,872	6,873,083	6,993,452	
Subordinate Expenses:						
Major Maintenance Expenses (re-structured & deferred to FY19)	1,090,000	1,110,000	1,150,000	1,170,000	1,190,000	
Major Maintenance Associated with Jet Blue Contribution	-	-	-	-	-	
Supplemental Internal Loan Repayment (RedSox Contract)	-	-	-	-	-	
Supplemental Internal Loan Repayment (Twins Land Purchase)	-	-	-	-	-	
Stadium Insurance	325,000	325,000	325,000	325,000	325,000	
Three Parks Positions	-	-	-	-	-	
Stadium R & R	-	-	-	-	-	
Subordinate Expenses - Subtotal	1,415,000	1,435,000	1,475,000	1,495,000	1,515,000	
Total Expenditures	7,758,279	8,119,733	8,242,872	8,368,083	8,508,452	
Phase II Funding (priority sinking fund)						
Cumulative Phase II Funding (sinking fund)						
Ending Fund Balance	2,885,837	2,887,866	2,888,882	2,889,255	2,891,769	

Stadium / Attractions Trust Fund - Sources and Uses of Funds:									
Project Financing Plan Exhibit									
Phase I (maximum avail. funding) / Phase II (sinking fund through FY15)									
	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30				
	2%	2%	2%	2%	2%	9/10/16	9/10/17	9/10/18	9/10/19
	107% Growth	107% Growth	107% Growth	107% Growth	107% Growth				
Sources of Funds:									
Beginning Fund Balance	2,894,174	2,894,174	2,894,232	2,897,699	2,897,987				
TOT Projected Revenues:									
1/5th TDT Revenues (Ord. No. 09-01 20% Allocation)	32,819,048	33,475,428	34,144,937	34,827,836	35,524,393				
Investment Interest (0.70%)	6,563,810	6,695,086	6,828,987	6,965,567	7,104,879				
RedSox Lease Receipts	45,858	46,776	47,711	48,665	49,639				
County Match to RedSox Lease Receipts	175,000	175,000	175,000	175,000	175,000				
Twins Capital Contribution Payment Receipts	60,000	60,000	60,000	60,000	60,000				
County Match Twins Capital Contribution Payment	60,000	60,000	60,000	60,000	60,000				
RedSox Rental Receipts	530,450	546,364	546,364	546,364	546,364				
Twins Rental Receipts	530,450	530,450	530,450	530,450	530,450				
JetBlue Receipts	-	-	-	-	-				
State \$212.20 Sales Tax Rebate Grant Receipts	500,000	500,000	500,000	500,000	500,000				
Sources of Funds - Subtotal	8,640,568	8,788,675	8,923,513	9,061,046	9,217,245				
Total Sources of Funds (INCLUDING FUND BALANCE)	11,532,337	11,682,849	11,817,745	11,958,745	12,115,232				
Uses of Funds (Senior Lien):									
Senior Lien Debt Service:									
Series 2004 (Twins)	-	-	-	-	-				
Series 2010 (RedSox)	4,823,289	4,916,241	4,997,796	5,081,633	5,167,357				
Proposed Series 2012 (Twins) - Net of Capi (through 10/1/14)	2,279,875	2,307,375	2,337,250	2,374,125	2,422,375				
Senior Lien Debt Service - Subtotal	7,103,164	7,223,616	7,335,046	7,455,758	7,589,732				
Total Senior Lien Debt Service	7,103,164	7,223,616	7,335,046	7,455,758	7,589,732				
Subordinate Expenses:									
Major Maintenance Expenses (re-structured & deferred to FY19)	1,210,000	1,240,000	1,260,000	1,280,000	1,300,000				
Major Maintenance Associated with Jet Blue Contribution	-	-	-	-	-				
Supplemental Internal Loan Repayment (RedSox Contract)	-	-	-	-	-				
Supplemental Internal Loan Repayment (Twins Land Purchase)	-	-	-	-	-				
Stadium Insurance	325,000	325,000	325,000	325,000	325,000				
Three Parks Positions	-	-	-	-	-				
Stadium R & R	-	-	-	-	-				
Subordinate Expenses - Subtotal	1,535,000	1,565,000	1,585,000	1,605,000	1,625,000				
Total Expenditures	8,638,164	8,788,616	8,920,046	9,060,758	9,214,732				
Phase II Funding (priority sinking fund)									
Cumulative Phase II Funding (sinking fund)									
Ending Fund Balance	2,894,174	2,894,232	2,897,699	2,897,987	2,900,500				

Stadium / Attractions Trust Fund - Sources and Uses of Funds:						
Project Financing Plan Exhibit						
Phase I (Maximum avail. funding), Phase II (sinking fund through FY15)						
	FY3031	FY3132	FY3233	FY3334	FY3435	FY3536
	2%	2%	2%	2%	2%	2%
	5/3/11	9/3/12	1/3/13	4/3/14	7/3/15	10/3/16
	YOY% Growth					
Sources of Funds:						
Beginning Fund Balance	2,900,500	2,904,390	2,907,735	2,911,948	2,916,734	2,921,800
TDT Projected Revenues:	36,234,880	36,959,578	37,698,770	38,452,745	39,221,800	39,999,000
1/5th TDT Revenues (Ord. No. 09-01 20% Allocation)	7,246,976	7,391,916	7,539,754	7,690,549	7,844,360	7,999,000
Investment Interest (0.70%)	50,631	51,644	52,677	53,730	54,805	55,890
RedSox Lease Receipts	175,000	100,000	100,000	100,000	100,000	100,000
County Match to RedSox Lease Receipts	175,000	100,000	100,000	100,000	100,000	100,000
Twins Capital Contribution Payment Receipts	60,000	60,000	60,000	60,000	60,000	60,000
County Match Twins Capital Contribution Payment	60,000	60,000	60,000	60,000	60,000	60,000
RedSox Rental Receipts	546,364	562,755	562,755	562,755	562,755	562,755
Twins Rental Receipts	546,364	546,364	546,364	546,364	546,364	546,364
JetBlue Receipts	-	-	-	-	-	-
State \$212.20 Sales Tax Rebate Grant Receipts	500,000	500,000	500,000	500,000	500,000	500,000
Sources of Funds - Subtotal:	9,360,335	9,372,678	9,521,549	9,673,398	9,844,674	9,999,000
Total Sources of Funds (INCLUDING FUND BALANCE)	12,260,835	12,277,068	12,429,284	12,585,346	12,761,408	12,921,800
Uses of Funds (Senior Lien):						
Senior Lien Debt Service:						
Series 2004 (Twins)	-	-	-	-	-	-
Series 2010 (RedSox)	5,254,571	5,357,583	5,392,086	5,485,362	5,579,708	5,673,000
Proposed Series 2012 (Twins) - Net of Capl (through 10/1/14)	2,456,875	2,336,750	2,440,250	2,478,250	2,536,625	2,595,000
Senior Lien Debt Service - Subtotal	7,711,446	7,694,333	7,832,336	7,963,612	8,116,333	8,268,000
Total Senior Lien Debt Service	7,711,446	7,694,333	7,832,336	7,963,612	8,116,333	8,268,000
Subordinate Expenses:						
Major Maintenance Expenses (re-structured & deferred to FY19)	1,320,000	1,350,000	1,360,000	1,380,000	1,400,000	1,420,000
Major Maintenance Associated with Jet Blue Contribution	-	-	-	-	-	-
Supplemental Internal Loan Repayment (RedSox Contract)	-	-	-	-	-	-
Supplemental Internal Loan Repayment (Twins Land Purchase)	-	-	-	-	-	-
Stadium Insurance	325,000	325,000	325,000	325,000	325,000	325,000
Three Parks Positions	-	-	-	-	-	-
Stadium R & R	-	-	-	-	-	-
Subordinate Expenses - Subtotal	1,645,000	1,675,000	1,685,000	1,705,000	1,725,000	1,745,000
Total Expenditures	9,356,446	9,369,333	9,517,336	9,668,612	9,841,333	9,999,000
Phase II Funding (priority sinking fund)						
Cumulative Phase II Funding (sinking fund)	2,904,390	2,907,735	2,911,948	2,916,734	2,921,800	2,926,900
Ending Fund Balance						

Stadium / Attractions Trust Fund - Sources and Uses of Funds:						
Project Financing Plan Exhibit						
Phase I (Maximum avail. funding), Phase II (Sinking fund through FY15)						
	FY35:36	FY36:37	FY37:38	FY38:39	FY39:40	
	2%	2%	2%	2%	2%	2%
	4,167,460	4,257,777	4,348,094	4,438,411	4,528,728	4,619,045
10.7% Growth						
Sources of Funds:						
Beginning Fund Balance	2,920,076	2,924,082	2,927,586	2,931,090	2,934,594	2,938,098
TOT Projected Revenues:						
1/5th TDT Revenues (Ord. No. 09-01 20% Allocation)	40,006,236	40,806,361	41,622,488	42,454,937	43,304,036	44,173,135
Investment Interest (0.70%)	8,001,247	8,161,272	8,324,498	8,490,987	8,660,807	8,833,627
RedSox Lease Receipts	55,901	57,019	58,160	59,323	60,509	61,717
County Match to RedSox Lease Receipts	100,000	100,000	50,000	50,000	50,000	50,000
Twins Capital Contribution Payment Receipts	100,000	100,000	50,000	50,000	50,000	50,000
County Match Twins Capital Contribution Payment	60,000	60,000	60,000	60,000	60,000	60,000
RedSox Rental Receipts	60,000	60,000	60,000	60,000	60,000	60,000
Twins Rental Receipts	562,754	579,638	579,638	579,638	579,638	579,638
JetBlue Receipts	562,754	562,754	562,754	562,754	562,754	562,754
State \$212.20 Sales Tax Rebate Grant Receipts	500,000	500,000	500,000	500,000	500,000	500,000
Sources of Funds - Subtotal	10,002,658	10,180,683	10,245,050	10,412,703	10,600,591	10,798,522
Total Sources of Funds (INCLUDING FUND BALANCE)	12,922,734	13,104,765	13,172,635	13,341,604	13,534,324	13,732,620
Uses of Funds (Senior Lien):						
Senior Lien Debt Service:						
Series 2004 (Twins)						
Series 2010 (RedSox)						
Proposed Series 2012 (Twins) - Net of Capl (through 10/1/14)	5,678,277	5,787,679	5,892,484	5,998,122	6,064,247	6,130,372
Senior Lien Debt Service - Subtotal	2,565,375	2,614,500	2,546,250	2,624,750	2,686,500	2,750,747
Total Senior Lien Debt Service	8,243,652	8,402,179	8,438,734	8,582,872	8,750,747	8,881,119
Subordinate Expenses:						
Major Maintenance Expenses (re-structured & deferred to FY19)	1,430,000	1,450,000	1,480,000	1,500,000	1,520,000	1,540,000
Major Maintenance Associated with Jet Blue Contribution	-	-	-	-	-	-
Supplemental Internal Loan Repayment (RedSox Contract)	-	-	-	-	-	-
Supplemental Internal Loan Repayment (Twins Land Purchase)	-	-	-	-	-	-
Stadium Insurance	325,000	325,000	325,000	325,000	325,000	325,000
Three Parks Positions	-	-	-	-	-	-
Stadium R & R	-	-	-	-	-	-
Subordinate Expenses - Subtotal	1,755,000	1,775,000	1,805,000	1,825,000	1,845,000	1,865,000
Total Expenditures	9,998,652	10,177,179	10,243,734	10,407,872	10,595,747	10,796,119
Phase II Funding (Priority Sinking Fund)						
Cumulative Phase II Funding (Sinking Fund)	2,924,082	2,927,586	2,928,902	2,933,793	2,938,577	2,943,361
Ending Fund Balance						

Stadium / Attractions Trust Fund - Sources and Uses of Funds:						
Project Financing Plan Exhibit						
Phase II (Maximum Avail. Funding), Phase II (sinking fund through FY15)						
	FY40-41	FY41-42	FY42-43	FY43-44		
	2%	2%	2%	2%		
	100% Growth					
	9/10-12	9/10-12	9/10-12	9/10-12		
Sources of Funds:						
Beginning Fund Balance						
TDI Projected Revenues:	2,938,577	2,941,112	2,945,422	2,947,821		
1/5th TDI Revenues (Ord. No. 09-01 20% Allocation)	44,170,117	45,053,519	45,954,590	46,873,681		
Investment Interest (0.70%)	8,834,023	9,010,704	9,190,918	9,374,736		
RedSox Lease Receipts	61,719	61,719	61,719	61,719		
County Match to RedSox Lease Receipts	-	-	-	-		
Twins Capital Contribution Payment Receipts	60,000	60,000	60,000	60,000		
County Match Twins Capital Contribution Payment	60,000	60,000	60,000	60,000		
RedSox Rental Receipts	579,638	-	-	-		
Twins Rental Receipts	579,637	579,637	579,637	579,637		
JetBlue Receipts	-	-	-	-		
State \$212.20 Sales Tax Rebate Grant Receipts	500,000	500,000	-	-		
Sources of Funds - Subtotal	10,675,018	10,272,060	9,952,274	10,136,093		
Total Sources of Funds (INCLUDING FUND BALANCE)	13,613,595	13,213,172	12,897,696	13,083,914		
Uses of Funds (Senior Lien):						
Senior Lien Debt Service:						
Series 2004 (Twins)	-	-	-	-		
Series 2010 (RedSox)	6,167,858	-	-	-		
Proposed Series 2012 (Twins) - Net of Capi (through 10/1/14)	2,629,625	8,392,750	8,074,875	8,256,375		
Senior Lien Debt Service - Subtotal	8,797,483	8,392,750	8,074,875	8,256,375		
Total Senior Lien Debt Service	8,797,483	8,392,750	8,074,875	8,256,375		
Subordinate Expenses:						
Major Maintenance Expenses (re-structured & deferred to FY19)	1,550,000	1,550,000	1,550,000	1,550,000		
Major Maintenance Associated with Jet Blue Contribution	-	-	-	-		
Supplemental Internal Loan Repayment (RedSox Contract)	-	-	-	-		
Supplemental Internal Loan Repayment (Twins Land Purchase)	-	-	-	-		
Stadium Insurance	325,000	325,000	325,000	325,000		
Three Parks Positions	-	-	-	-		
Stadium R & R	-	-	-	-		
Subordinate Expenses - Subtotal	1,875,000	1,875,000	1,875,000	1,875,000		
Total Expenditures	10,672,483	10,267,750	9,949,875	10,131,375		
Phase II Funding (priority sinking fund)						
Cumulative Phase II Funding (sinking fund)						
Ending Fund Balance	2,941,112	2,945,422	2,947,821	2,952,539		

Section 4

Economic Benefit Analysis

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**Economic Impact of Twins Spring Training Visitors
(Based on Lee County 2018 Spring Training Study)**

	2018 Study	2020 Estimate
	<i>See Note 1</i>	<i>See Note 2</i>
Number of games	15	9
Official Total Attendance	110,770	69,998
Estimated Lee County Visitor Attendance	85,356	53,938
Estimated Spring Training Expenditures	\$ 32,532,105	\$ 21,062,730
Direct Local Government Tax Collections	\$ 1,200,000	\$ 776,930
Direct State Government Tax Collections	\$ 2,280,000	\$ 1,476,170
Direct Employment	446	289
Total Local Government Tax Collections	\$ 2,060,000	\$ 1,333,740
Total State Government Tax Collections	\$ 3,430,000	\$ 2,220,730
Total Employment	623	403

Note 1: Davidson Peterson Associates 2018, *2018 Spring Training Impact Prepared for Lee County Sports Development*, case study

Note 2: 2020 estimates were calculated by comparing 2020 actual attendance to that of 2018, and then using that ratio to estimate the remaining data. The results were verified by Lee County's new data research partner Downs & St. Germain.

Section 5

Certification Criteria & Miscellaneous

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Certification Criteria as required by 288.11621(2), F.S. (2011)

Criteria 1

Florida Statute 288.11621(2)(a)(1.)

The applicant is responsible for the acquisition, construction, management, or operation of the facility for a spring training franchise or holds title to the property on which the facility for a spring training franchise is located.

Lee County holds title to the property on which the facility is located and Lee County Parks and Recreation manages, operates and maintains Hammond Stadium and the Lee County Sports Complex. Lee County Construction and Design is responsible for all construction and renovations to the facility.

Attachment A: Warranty Deeds for the property in question

Criteria 2

Florida Statute 288.11621(2)(a)(2.)

The applicant has a certified copy of a signed agreement with a spring training franchise for the use of the facility for a term of at least 20 years. The agreement also must require the franchise to reimburse the state for state funds expended by an applicant under this section if the franchise relocates before the agreement expires. The agreement may be contingent on an award of funds under this section and other conditions precedent.

See Section 3 for copies of the Stadium Improvement Spring Training Development Agreement and the Stadium Lease Agreement between Lee County and the Minnesota Twins, LLC.

Key Terms of the 2012 Stadium Lease Agreement
Between Lee County
And
Minnesota Twins

Term: 30 years – option to extend 2 separate, but consecutive periods of 10 years each

Leased Premises: Major League Stadium and Minor League Complex Exclusive Use During Spring

Ticket Sales: Club sets prices, operate and manage all ticketing operations – receives all “Gross Revenues from Ticket sales”. Club provides County, at no charge, 40 admission tickets for reserved ticket seating and use of the suite to accommodate up to 40 people.

Parking: The Club is responsible for collecting all parking fees and related revenue derived from Spring Training activities and all other professional related events. Parking management during Spring Training is the responsibility of the Club.

Concessions: The Club or its designee shall control the sale of food, beverages, merchandise, novelties, and logo items. The Club agrees to consult periodically with the County concerning concession prices. "Gross Revenues From Concessions" shall be the sole and exclusive property of the Club.

Message Center/Billboard: Except for approved events held by the County, the Club shall be entitled to sell rights with respect to the Leased Premises. All revenues received from or in connection with the lease shall be the property of the Club or its designee.

Naming Rights: The Club has exclusive naming (and presenting sponsorship) rights to all or any portion of the stadium complex and any building located on the leased premises.

Lease Payments: Club leases facility from the County for \$500,000 per year

Fantasy Camps: Club or designee shall hold or conduct any fantasy camp at the facility at any time during the term and the Club shall pay no additional costs. All revenues derived from such Club fantasy camps shall be the property of the Club.

Broadcasting: The Club shall retain any and all broadcasting and television rights for games played by the Club.

Games Played: The Club will play regularly scheduled Spring Training home games exclusively at the Major League Stadium.

Operating Maintenance and CIP: Throughout the term the County shall at its sole expense, provide cleaning and repair and operational maintenance services for the leased premises. The Club shall be responsible for providing janitorial services for the Clubs exclusive use areas. The County and the Club have established an account for mutually agreed upon capital improvement projects to benefit the leased premises. The County shall be financially responsible for and undertake capital improvements to the leased premises.

Equipment: The County shall be solely responsible for providing all equipment necessary to operate the leased premises.

Tourist Promotion: The County and the Club agree to develop an ongoing promotional partnership for the purpose of promoting Spring Training games and ticket sales, as well as tourism opportunities in the County.

Services and Personnel: The Club or its designee shall hire and be responsible to pay for concessions, ticketing, advertising and other personnel necessary to service patrons. The Club

shall provide security within the Major League Stadium for any Club related activities. The County will be responsibility for traffic control and assistance for ingress and egress to and from the stadium complex for all spring Training games only.

Club Alterations and Property Rights: The Club shall not in any permanent alterations or permanent additions to the physical structure of the leased premises without first requesting and obtaining written approval from the County.

Utilities: The County is responsible for the cost of all utilities of the leased premises. The Club shall reimburse the county costs associated with the Clubs Exclusive use areas and for field lighting for any evening games played by the Club.

Operations: Exclusive use of the leased premises by the Club during Spring Training includes operational jurisdiction over the various service providers, subcontractors and other persons who may be involved or working at the facility, but shall not include County employees.

Criteria 3

Florida Statute 288.11621(2)(a)(3.)

The applicant has made a financial commitment to provide 50 percent or more of the funds required by an agreement for the acquisition, construction, or renovation of the facility for a spring training franchise. The commitment may be contingent upon an award of funds under this section and other conditions precedent.

See Section 2: Actual Expenditures to demonstrate Lee County's financial commitment to provide more than 50 percent of the funds required for acquisition and renovation of the Lee County Sports Complex on behalf of the Minnesota Twins.

Criteria 4

Florida Statute 288.11621(2)(a)(4.)

The applicant demonstrates that the facility for a spring training franchise will attract a paid attendance of at least 50,000 annually to the spring training games.

Minnesota Twins spring training attendance will continue to attract paid attendance well above the minimum threshold specified. The official attendance of the COVID-19 shortened 2020 spring training season was 69,998; In 2019, official attendance totaled 121,798.

[Continued on next page]

Criteria 5

Florida Statute 288.11621(2)(a)(5.)

The facility for a spring training franchise is located in a county that levies a tourist development tax under s. 125.0104.

Lee County now collects a 5% tourist development tax which is allocated for expenditure as follows:

- 53.6% for tourist advertising and promotions
- 26.4% for beach and shoreline improvements
- 20% for sports facilities

Since 1982, the Lee County Board of County Commissioners has collected a tourist development tax under the authority of Chapter 125.0104, Florida Statutes.

Initially a 2% tax on short-term accommodations, Lee County Ordinance 82-33 has been amended several times, with an additional 1% levy added in March of 1988 and another 2% added in January 2006.

Attachment B: Copy of Lee County Tourist Development Ordinance 13-14 and Ordinance 16-18 which amends Ordinance 13-14.

Miscellaneous

Attachment C: Copy of Minnesota Twins DBE Utilization Report Letter

Attach. A Property Deeds

[Remainder of page intentionally left blank]

Return to: (enclose self addressed stamped envelope)

Name

Address

The Instrument Prepared by

Address

10506
13750
2716620
13,750.00
H. J. ...

Grantee Name and B.S. #

Grantee Name and B.S. #

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

This Indenture,

Wherever used herein, the word "party" shall include the heirs, personal representatives, successors and assigns of the respective parties herein; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders, and, if used, the word "male" shall include all the males herein described if more than one.

Made this 15th day of September, A. D. 19 89
Between
CLAUSE ENTERPRISES OF FT. MYERS, LTD., a Florida Limited Partnership
of the County of Lee in the State of Florida
party of the first part, and **LEE COUNTY,** a Political Subdivision of the State of
Florida, whose mailing address is: P.O. BOX 398 FORT MYERS, FLORIDA
33902
of the County of Lee in the State of Florida
party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of
TEN--(\$10.00) & O.G.V.C.----- Dollars,
to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said party of the second part his heirs and assigns forever, the following
described land, situate lying and being in the County of Lee State of
Florida, to wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

SUBJECT TO outstanding oil and mineral rights and taxes subsequent
to 1988.

Acquisition approved by the Lee County Board
of Commissioners' action on May 12, 1989
and accepted on behalf of the State by Martha
Spal. George, County Administrator September 15, 1989
in accordance with Ordinance No. 1115

Approved As
To Form.

By [Signature]
County Attorney.

Property Appraiser's Parcel Identification Number: _____

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same
against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and
year first above written.

Signed, Sealed and Delivered in Our Presence:

[Signature]
[Signature]

CLAUSE ENTERPRISES OF FT. MYERS, LTD.
a Florida Limited Partnership
BY: The Donald J. Clause Organization
of Florida, Inc., a Florida L.S.
Corporation, as General Partner

BY: [Signature] L.S.
John D. Clause, President L.S.

State of Florida

County of LEE

I Hereby Certify That on this day personally appeared before me, an officer duly
authorized to administer oaths and take acknowledgments, **John D. Clause, President of The**
Donald J. Clause Organization of Florida, Inc., a Florida Corporation,
as General Partner of **CLAUSE ENTERPRISES OF FT. MYERS, LTD., a Florida**
Limited Partnership

to me well known and known to me to be the individual described in and who executed the foregoing deed,
and he acknowledged before me that he executed the same freely and
voluntarily for the purposes therein expressed.

Witness my hand and official seal at Fort Myers County of
Lee and State of Florida, this 15th day of
September 1989

My Commission Expires Conservation

Notary Public

REC-115
LEE COUNTY
S. G. SIMMONS, JR., D.C.

DR2096 Pdf 403

EXHIBIT "A"

A tract or parcel lying in the northeast quarter (NE 1/4) of Section 30, Township 45 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

From the southwest corner of the northeast quarter (NE 1/4) of said Section 30 run North $01^{\circ} 10' 06''$ West along the west line of said northeast quarter (NE 1/4) for 621.20 feet to the point of beginning.
From said Point of Beginning continue North $01^{\circ} 10' 06''$ West along said west line for 1921.55 feet; thence run North $88^{\circ} 55' 40''$ East parallel with the south line of said fraction for 2184.47 feet to an intersection with the curved northwesterly line of Six Mile Cypress Parkway as described in O.R. Book 1119 at page 835; thence run southwesterly along said northwesterly line along the arc of a curve to the right of radius 5604.58 feet (chord bearing South $23^{\circ} 42' 17''$ West) (chord 2116.37 feet) (delta $21^{\circ} 45' 59''$) for 2129.15 feet; thence run South $88^{\circ} 55' 40''$ West for 1294.31 feet to the point of beginning.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone derived from the Florida Department of Transportation centerline survey for Six Mile Cypress Parkway.

OR2096 Pgs 4 04

CHARLIE GREEN LEE CITY FL
09 SEP 18 AM 11:56

This instrument was prepared by and when recorded return to: JOAN DeMICHAEL HENRY LUSK, DRASITES, TOLISANO & SMITH, P.A. 202 S. DEL PRADO BOULEVARD CAPE CORAL, FLORIDA 33990

Property Appraiser's Parcel Identification No. 30-45-25-00-00004.0000

WARRANTY DEED

(Statutory Form - Section 689.02, F.S.)

This Indenture, made this 18th day of March, Between Suriyah, LLC, a Florida Limited Liability Company, whose post office address is 5700 Harborage Drive, Fort Myers, FL 33912, grantor*, and LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA whose post office address is P.O. Box 398, Fort Myers, FL 33902, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

A tract or parcel of land lying in the Northeast Quarter (NE 1/4) of Section 30, Township 45 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

Beginning at the Southwest corner of the Northeast Quarter (NE 1/4) of said Section 30, run North 01° 10' 06" West along the West line of said Northeast Quarter (NE 1/4) for 621.20 feet; thence run North 88° 55' 40" East parallel with the South line of said fraction for 1294.31 feet to an intersection with the curved Northwesterly line of Six Mile Cypress Parkway as described in O.R. Book 1119, page 835 of the Public Records of Lee County, Florida, thence run Southwesterly along said Northwesterly line along the arc of a curve to the right of radius 5604.58 feet (chord bearing South 36° 25' 35" West) chord 359.62 feet (delta 83° 40' 37") for 359.68 feet to a point of tangency; thence run South 38° 18' 54" West for 434.29 feet to an intersection with the South line of said Northeast Quarter (NE 1/4); thence run South 88° 55' 40" West for 799.06 feet to the Point of Beginning.

LESS AND EXCEPT for West 50 feet thereof.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone derived from Florida Department of Transportation centerline survey for Six Mile Cypress Parkway.

SUBJECT TO reservations of record and taxes for the current year and subsequent.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered in our presence:

(First Witness) Printed name: Gordon Duncan (Second Witness) Printed name: Aashish Patel

Suriyah, LLC, Grantor BY: Girish Patel, Manager (Corporate Seal)

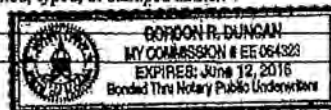
STATE OF Florida COUNTY OF Lee

THE FOREGOING INSTRUMENT was acknowledged before me this 18th day of March, 2011, by Girish Patel, Manager of Suriyah, LLC, a Florida Limited Liability Company, who is personally known to me and who has produced to me the proper identification and who did (did not) take an oath.

My Commission Expires:

D.S. \$33,670.00 REC. \$10.00 TOTAL: \$33,680.00

Notary Public Printed, typed, or stamped name:



Acquisition approved by the Lee County Board of Commissioners action on 12.5.2011 and accepted on behalf of the board by Gordon R. Duncan on 3/23/2011 in accordance with BLS 20110024 Project Six Mile Stadium Exp. Parcel

Attach. B TDT Ordinance

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LEE COUNTY ORDINANCE NO. 13-14

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, REPEALING AND REPLACING IN THE ENTIRETY LEE COUNTY ORDINANCE NO. 07-28, AS AMENDED BY LEE COUNTY ORDINANCE NO. 09-01, AS AMENDED BY LEE COUNTY ORDINANCE NO. 10-31, AS AMENDED BY LEE COUNTY ORDINANCE NO. 13-07, WHICH LEVIED, IMPOSED AND SET A FIVE PERCENT (5%) TOURIST DEVELOPMENT TAX THROUGHOUT LEE COUNTY PURSUANT TO THE "LOCAL OPTION TOURIST DEVELOPMENT ACT", SECTION 125.0104, FLORIDA STATUTES; PROVIDING FOR RECITALS, PURPOSE, RESTATEMENT AND REPEALER; PROVIDING FOR A TITLE; PROVIDING FOR APPLICATION AND DEFINITIONS; PROVIDING FOR THE COLLECTION OF SAID TAX, RELATING TO A TAX ON EACH WHOLE AND MAJOR FRACTION OF EACH DOLLAR OF THE TOTAL RENTAL CHARGED EVERY PERSON WHO RENTS, LEASES OR LETS FOR CONSIDERATION ANY LIVING QUARTERS OR ACCOMMODATIONS IN ANY HOTEL, APARTMENT HOTEL, MOTEL, RESORT MOTEL, APARTMENT, APARTMENT MOTEL, ROOMINGHOUSE, TOURIST AND TRAILER CAMP, MOBILE HOME PARK, RECREATIONAL VEHICLE PARK, CONDOMINIUM, REAL PROPERTY OR TIMESHARE RESORT FOR A TERM OF SIX (6) MONTHS OR LESS; PROVIDING THAT THE REVENUES SO RAISED BE UTILIZED TO IMPLEMENT THE LEE COUNTY TOURIST DEVELOPMENT PLAN, RELATING TO BEACH PARK FACILITIES AND BEACH RELATED IMPROVEMENTS; PROVIDING FOR THE ADOPTION OF THE LEE COUNTY TOURIST DEVELOPMENT TAX; PROVIDING FOR COMPOSITION OF THE LEE COUNTY TOURIST DEVELOPMENT COUNCIL; PROVIDING AN EXCEPTION TO GENERAL LAW RELATING TO THE COMPOSITION OF THE LEE COUNTY TOURIST DEVELOPMENT COUNCIL; PROVIDING FOR THE TERMS, QUALIFICATIONS AND POWERS OF THE MEMBERS OF SAID COUNCIL; PROVIDING FOR PENALTIES FOR FAILURE TO COLLECT THE TAX LEVIED; PROVIDING FOR REPEAL OF THE TAX BY REFERENDUM ELECTION; PROVIDING FOR LOCAL ADMINISTRATION OF THE TAX SO AS TO HAVE COLLECTION AND ADMINISTRATION DUTIES PERFORMED BY THE INTERNAL AUDIT DEPARTMENT OF THE CLERK OF COURT AND TO HAVE THE ENFORCEMENT AND AUDIT RESPONSIBILITIES PERFORMED BY THE LEE COUNTY CLERK OF COURT INTERNAL AUDIT DEPARTMENT; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS, CONFLICTS OF LAW, CODIFICATION, INCLUSION IN CODE AND SCRIVENORS ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125.0104, Florida Statutes, provides for the levy of a "Local Option Tourist Development Tax" by any county; and

WHEREAS, under the provisions of Section 125.0104, Florida Statutes, the Board of County Commissioners, Lee County, Florida, did on June 2, 1982, adopt a Resolution establishing and appointing the members of the Lee County Tourist Development Council; and

WHEREAS, said Tourist Development Council has presented to the Board of County Commissioners its plan for tourist development; and

WHEREAS, it is the intent of this Ordinance that the Tourist Development Tax be used to stabilize the tourist-related economy of Lee County on a year-round basis.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA that:

SECTION ONE: RECITALS

The above recitals are hereby incorporated by reference as if set out herein at length.

SECTION TWO: PURPOSE, RESTATEMENT AND REPEALER

It is the intent of this Ordinance to repeal and replace in the entirety Lee County Ordinance No. 07-28, as amended by Ordinance No. 09-01, as amended by Ordinance No. 10-31, and as amended by Ordinance No. 13-07. Accordingly, upon adoption of this Ordinance Lee County Ordinance Nos. 07-28, 09-01, 10-31 and 13-07 are hereby duly repealed and replaced.

SECTION THREE: TITLE

This Ordinance shall be known and may be cited as the "Lee County Tourist Development Ordinance".

SECTION FOUR: APPLICATION; DEFINITIONS

A. Application - The provisions contained in Florida Statutes, Chapter 212, as may be amended, apply to the administration of any tax levied pursuant to this Ordinance.

B. Definitions – Pursuant to Florida Statutes, Chapter 125.0104, as may be amended, and for purposes of this section:

1. "Promotion" means marketing or advertising designed to increase tourist-related business activities.
2. "Tourist" means a person who participates in trade or recreation activities outside the county of his or her permanent residence or who rents or leases transient accommodations as described in paragraph (3)(a).

SECTION FIVE: TAXABLE PRIVILEGES; LEVY; RATE

A. There is hereby levied and imposed and set a tourist development tax throughout Lee County, Florida, at a rate of three percent (3%) of each whole and major fraction of each dollar of the total rental charged every person who rents, leases or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, roominghouse, tourist and trailer camp, mobile home park, recreational vehicle park, condominium, real property or timeshare resort for a term of six (6) months or less. When receipt of consideration is

by way of property other than money, the tax shall be levied and imposed on the fair market value of such non-monetary considerations.

B. In addition to the three percent (3%) tax rate imposed in Paragraph A., the County hereby levies, imposes, and sets an additional one percent (1%) tax pursuant to Section 125.0104(3)(d), Florida Statutes, on the exercise of privilege described in Paragraph A.

C. In addition to the original three percent (3%) tax rate imposed and the one percent (1%) tax imposed under Paragraph B., the County hereby levies, imposes and sets an additional one percent (1%) tax pursuant to Section 125.0104(3)(n), Florida Statutes, on the exercise of the privilege described in Paragraph A.

D. The Tourist Development Tax shall be in addition to any other tax imposed pursuant to Chapter 212, Florida Statutes, and in addition to all other taxes, fees and the considerations for the rental or lease.

E. The Tourist Development Tax shall be charged by the dealer receiving the consideration for the lease or rental, and it shall be collected from the lessee, tenant, or customer at the time of payment of the consideration for such lease or rental.

F. The dealer receiving the consideration for such rental or lease shall receive, account for, and remit the tax to the Lee County Clerk of the Circuit Court at the time and in the manner provided for dealers who collect and remit taxes under Section 212.03, Florida Statutes. The same duties and privileges imposed by Chapter 212, Florida Statutes, upon dealers in tangible property, respecting the collection and remission of tax, the making of returns, the keeping of books, records and accounts, and compliance with the rules of the Florida Department of Revenue in the

administration of said chapter shall apply to and be binding upon all dealers who are subject to the provisions of this Act.

G. Collections received by the said Clerk less costs of administration of this Ordinance shall be paid and returned, on a monthly basis to Lee County for use by the County in accordance with the provisions of this Ordinance and shall be placed in the County tourist development trust fund in accordance with the Tourist Development Plan in Section Four hereof.

H. The effective date of the levy and imposition of the additional one percent (1%) of each dollar above the tax rate of two percent (2%) of each dollar, as previously set by Section Three hereof, shall be the first day of March, 1988. The proceeds of the additional levy shall be used for the purposes set forth in Section Four hereof.

I. The effective date of the levy and imposition of the additional two percent (2%) of each dollar above the tax rate of three percent (3%) of each dollar, as previously set out in Section Five A. hereof, shall be the first day of January 2006. The proceeds of the additional levy shall be used for the purposes set forth in Section Six A., B., and C. hereof. See also Section Six A., B., and C.

SECTION SIX: TOURIST DEVELOPMENT PLAN

A. The tax revenues received pursuant to this Ordinance shall be used to fund the Lee County Tourist Development Plan, which is hereby adopted as follows:

1. The two percent (2%) Tourist Development Tax was levied throughout Lee County beginning the first day of the month following the referendum. An additional one percent (1%) was levied in March of 1988. The additional two percent (2%) was

levied in January 2006. The Tourist Development Tax for Lee County is to strengthen our local economy and advance tourism by investing the revenue in the following priority:

- a) Fifty-three and six-tenths percent (53.6%) of the receipts of the Tourist Development Tax shall be placed into a trust fund to be used for tourist advertising and promotion for Lee County.
- b) Twenty percent (20%) of the receipts of the Tourist Development Tax shall be placed into the trust fund to be used to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote one or more publicly-owned and operated convention centers, sports stadiums, sports arenas, (including funding Sports Development and the Development's tourism related activities) coliseums, auditoriums or museums (funds will not be used for any museum general maintenance) within the boundaries of the County and for those other lawful purposes authorized by Sections 125.0104(5)(a) 1.,2.,3., and (b), 125.0104(3)(1), Florida Statutes, except as noted in Subparagraph c) below.
- c) Twenty-six and four tenths percent (26.4%) of the receipts of the Tourist Development Tax shall be placed into the trust fund to be used for beach park facilities and beach-related improvements to include but not limited to, beach

improvements, fishing piers, maintenance, re nourishment, restoration and erosion control, including shoreline protection, enhancement, clean-up or restoration of inland lakes and rivers to which there is public access as those uses relate to the physical preservation of the beach, shoreline, or inland lake or river.

B. The above and foregoing Tourist Ordinance may be enacted by an affirmative vote of a majority plus one additional member of the Board of County Commissioners.

C. The Plan and Tax shall continue until amended or repealed according to this Ordinance and Section 125.0104, Florida Statutes. Appropriations of the Tourist Development Tax shall be budgeted and approved by the Board of County Commissioners.

D. The revenues to be derived from the Tourist Development Tax may be used as authorized herein and Section 125.0104, Florida Statutes. In the event bonds are issued by the County for any of the purposes enumerated by the Tourist Development Plan, the amount of Tourist Development Tax receipts used to pay debt service on such bonds may exceed the percentages provided for the purpose for which such bonds were issued; provided, however, the annual debt service on such bonds (less any projected federal direct subsidy payments), together with any other obligations of the County which were issued to finance improvements for the same purpose and which are secured by the Tourist Development Tax, must not exceed in each fiscal year in which bonds and other obligations are outstanding, the amount of Tourist

Development Tax receipts provided in the Tourist Development Plan for such purpose which are projected by the County to be received in each such fiscal year and, in the case of a facility described in Section Six.A.1.b) hereof, the revenues projected to be received by the County from the use of such facility in each such fiscal year and the amount of moneys anticipated to be received from the State of Florida in each fiscal year pursuant to Sections 288.11621, 288.1162 and 212.20, Florida Statutes. For purposes of performing the calculations described in this paragraph, the amount of Tourist Development Tax receipts shall take into account any projected increase or decrease in such receipts, plus, if the levy of such tax was increased prior to the date of sale of the bonds, an amount equal to the monies the County would have received if the tax increase had been in effect during the entire period in question. The above projections shall be certified by the County Manager at the time of sale of the bonds and shall be conclusive evidence of satisfaction of the provisions of this Section Six D.

E. Trust funds in the amount of 6.6% deposited in the beach and shoreline portion of the Tourist Development Tax on December 9, 2008, and thereafter until the adoption of this Ordinance shall be transferred to the Stadium/Attractions Trust Fund

SECTION SEVEN: THE LEE COUNTY TOURIST DEVELOPMENT COUNCIL

A. There is hereby established, pursuant to the provisions of Section 125.0104, Florida Statutes, and Chapter 2013-258, Laws of Florida, an advisory council to be known as the "Lee County Tourist Development Council". The Council shall be composed of nine (9) members who shall be appointed by the Board of County Commissioners of Lee County. The Chair of the Board of County Commissioners of Lee County or another member as designated by the Chair shall serve on the Council.

Two (2) members of the Council shall be elected municipal officials, one of whom shall be from one of the two municipalities that generated the highest revenues from the tourist tax in the previous two (2) fiscal years and these two (2) municipalities shall rotate membership every two (2) years. The second elected municipal official shall be from one of the remaining municipalities and the second municipal seat shall also rotate every two (2) years. Elected municipal officials appointed to those two (2) seats on the Council shall serve for terms of two (2) years. Six (6) members of the Council shall be persons who are involved in the tourist industry and have demonstrated an interest in tourist development, of which members, not less than three (3) no more than four (4) shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax. All members of the Council shall be electors of the County. The changes in the composition of the membership of the Lee County Tourist Development Council mandated by this act are effective July 1, 2013. The changes in composition of the membership of the Lee County Tourist Development Council mandated by the act shall not cause the interruption of the current term of any person who is a member of the Lee County Tourist Development Council, except the two (2) municipal members appointed on July 1, 2013. The governing Board of the County shall have the option of designating the Chair of the Council or allowing the Council to elect a Chair. The Chair shall be appointed or elected annually and may be re-elected or reappointed. The members of the Council shall serve for staggered terms of four (4) years.

B. The Council hereby established shall, from time to time, make recommendations to the Board of County Commissioners for the effective operation of the special projects or uses of the Tourist Development Tax revenue raised by the tax hereby levied and may perform such other duties or functions as hereinafter may be prescribed by Ordinance or Resolution.

C. The Council shall continuously review all expenditures of revenues from the tourist development trust fund and shall receive, at least quarterly, expenditure reports from the Board of County Commissioners or its designee. Expenditures which the Council believes to be unauthorized shall be reported to the Board of County Commissioners. The Board of County Commissioners shall review the Council's findings and take such administrative or judicial action as it sees fit to insure compliance with this Ordinance and the provisions of Section 125.0104, Florida Statutes.

D. The members of the Council may be appointed or reappointed as authorized by Section 125.0104, Florida Statutes, and Chapter 2013-258, Laws of Florida.

SECTION EIGHT: **LOCAL COLLECTION ADMINISTRATION, AUDIT AND ENFORCEMENT OF THE TAX**

A. Notwithstanding any provisions hereof to the contrary, it is the intent of the County to be exempt from those requirements of Section 125.0104, Florida Statutes, that the tax collected be remitted to the Department of Revenue before being returned to the County. It is the intent of the County to provide for the collection and administration of the tax on a local basis.

B. Definitions – Pursuant to Section 212.06, Florida Statutes, as may be amended, and for purposes of this Ordinance section:

1. “Dealer” means any person who leases, or grants a license to use, occupy, or enter upon, living quarters, sleeping or housekeeping accommodations in hotels, apartment houses, roominghouses, tourist or trailer camps, or real property. The term “dealer” also means any person who has leased, occupied, or used or was entitled to use any living quarters, sleeping or housekeeping accommodations in hotels, apartment houses, roominghouses, tourist or trailer camps, or real property and who cannot prove that the tax levied by this Ordinance has been paid to the vendor or lessor on any such transactions.

C. Collection of the tax shall continue to be made in the same manner as the tax imposed under Part I of Chapter 212, Florida Statutes and as the applicable statute may be subsequently amended from time to time. Lee County, in assuming such responsibility, agrees it shall be bound by all rules promulgated by the Department of Revenue pursuant to Section 125.0104, as well as those rules pertaining to the sales and use tax on transient rentals imposed by Section 212.03. The County may use any power granted in this Section 125.0104, Florida Statutes, to the department to determine the amount of tax, penalties, and interest to be paid by each dealer and to enforce payment of such tax, penalties, and interest.

D. The Lee County Clerk of Court, (hereinafter "Clerk of Court") Internal Audit Department shall be responsible for the collection, audit, enforcement and administration of the tax. The dealers receiving the consideration for such rental or lease shall receive, account for, and remit the tax to the Lee County Clerk of Court. The Clerk of Court, Internal Audit Department, or their successor department or division, shall keep appropriate records of said funds. The same duties and privileges imposed by Chapter 212, Florida Statutes, and as the applicable statute may be subsequently amended from time to time, upon dealers in tangible property, respecting the collection and remission of tax; the making of returns, the keeping of books, records and accounts, the payment of a dealer's credit in compliance with the rules of the Lee County Clerk of Court in the administration of said Chapter shall apply to and be binding upon all dealer who are subject to the provisions of this Ordinance.

E. The Clerk of Court may promulgate rules, prescribe and publish the forms necessary to effectuate this Ordinance. The rules may include guidelines for registration and reporting requirements that are consistent with the provisions of Chapter 212, Florida Statutes.

F. In accordance with Chapter 125.0105, Florida Statutes, the Clerk of Court may adopt a service fee not to exceed the service fees authorized under Section 832.08(5) or five percent (5%) of the fact amount of the check, draft, or order, whichever is greater, for the collection of a dishonored check, draft, or other order for the payment of tax under this Ordinance. The service fee shall be in addition to all other penalties imposed by law. Proceeds from this fee, if imposed, shall be retained by the Lee

County Clerk of Court.

G. The Lee County Clerk of Court, Internal Audit Department, or their successor department or division, shall perform the enforcement and audit functions associated with the collection and remission of this tax, including, without limitation, the following:

1. For the purpose of enforcing the collection of the tax levied by this Chapter, the Internal Audit Department of the Clerk of Courts is hereby specifically authorized and empowered to examine at all reasonable hours the books, records, and other documents of all dealers, charged with the duty to report or pay a tax under this Ordinance, in order to determine whether they are collecting the tax or otherwise complying with this Ordinance. In the event said dealer refuses to permit such examination of its books, records, or other documents by the department as aforesaid, it is guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes. The Clerk shall have the right to proceed in Circuit Court to seek a mandatory injunction or other appropriate remedy to enforce its right against the offender, as granted by this section, to require an examination of the books and records of such dealer.
2. Each dealer, as defined in Section 212.06, Florida Statutes, and this Ordinance shall secure, maintain, and keep for a period of three (3) years a complete record of rooms or other lodging, that

was leased, rented, or granted license to use, occupy or enter upon living quarters, sleeping or housekeeping accommodations in hotels, apartment houses, roominghouses, tourist or trailer camps or real property, by said dealer, together with gross receipts from such sales, and other pertinent records and documents as may be required by the Clerk of Court for the reasonable administration of this Ordinance; and all such records which are located or maintained in this state shall be open for inspection by the Internal Audit Department of the Clerk of Court at all reasonable hours at such dealer's place of business located in Lee County. Any dealer who maintains such books and records at a point outside this County must make such books and records available for inspection by the Internal Audit Department of the Clerk of Courts in Lee County, Florida. Any dealer subject to the provisions of this Ordinance, who violates these provisions, is guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

3. Enforcement investigations include the examination of documents from any of the following, including but not limited to:
 - a) any person;
 - b) any community;
 - c) any condominium association;
 - d) any homeowner association; and

- e) any property management company that are relevant to transient renters and rental activities. Relevant documents include but are not limited to:
 - f) association approval of guests to rent or lease;
 - g) guest gate entry passes;
 - h) guest golf and/or tennis membership records, and
 - i) other guest amenity records such as pool and community center passes.
4. The Internal Audit Department of the Clerk of Courts shall send written notification, at least thirty (30) days prior to the date an auditor is scheduled to begin an audit, informing the dealer of the audit. The Internal Audit Department of the Clerk of Courts is not required to give thirty (30) days prior notification of a forthcoming audit in any instance in which the dealer requests an emergency audit.
5. Such written notification shall contain:
- a) The proximate date on which the auditor is scheduled to begin the audit.
 - b) A reminder that all of the records, receipts, invoices, and related documentation of the taxpayer must be made available to the auditor.

c) Any other requests or suggestions the Internal Audit Department may deem necessary.

6. Only records, receipts, invoices and related documentation which are available to the auditor when such auditor begins shall be deemed acceptable for the purposes of conducting such audit.

H. All taxes collected under this Ordinance shall be remitted to the Internal Audit Department of the Clerk of Court. In addition to criminal sanctions, the Clerk is empowered, and it shall be its duty, when any tax becomes delinquent or is otherwise in jeopardy under this Ordinance, to issue a warrant for the full amount of the tax due or estimated to be due, with the interest, penalties, and cost of collection, directed to all and singular the sheriffs of the state, and shall record the warrant in the public records of the County, and thereupon the amount of the warrant shall become a lien of any real or personal property of the taxpayer in the same manner as a recorded judgment. The Internal Audit Department of the Clerk may issue a tax execution to enforce the collection of taxes imposed by this Ordinance and deliver it to the Sheriff. The Sheriff shall thereupon proceed in the same manner as prescribed by law for executions and shall be entitled to the same fees for his services in executing the warrant to be collected. The Clerk may also have a writ of garnishment to subject any indebtedness due to the delinquent dealer by a third person in any goods, money, chattels, or effects of the delinquent dealer in the hands, possession, or control of the third person in the manner provided by law for the payment of the tax due. Upon payment of the execution, warrant, judgment, or garnishment, the department shall satisfy the lien of record within thirty (30) days.

I. Pursuant to Section 213.24(3) and Section 125.0104, Florida Statutes, a fee shall be imposed to offset the extraordinary costs incurred by the Clerk of Court for enforcement, administration and payment agreements incurred due to late payment of a collection event.

1. "Collection Event" means failure by a taxpayer to:
 - a) timely file a complete return;
 - b) timely pay the full amount of tax reported on a return;
 - c) timely pay the full amount due resulting from an audit after all appeal rights have expired or the result has been finally determined; or
 - d) respond to attempts to contact the dealer.

The fee shall be equal to ten percent (10%) of the total amount of tax, penalty, and interest which remains unpaid after ninety (90) days. The fee shall be imposed in addition to the taxes, fees, penalties, and interest prescribed by law.

J. Tax revenues may be used only in accordance with the provision of Section 125.0104, Florida Statutes.

K. A total of three percent (3%) of said tax collected each month herein shall be retained by the Clerk of the Circuit Court for costs of administration by the Clerk of Courts. The remainder of the tax collected shall be distributed to the County on a monthly basis.

L. The County assumes responsibility for auditing the records and accounts of dealers and assessing, collecting, and enforcing payment of delinquent Tourist Development Taxes. The County adopts any and all powers and authority granted to

the State of Florida in Section 125.0104, Florida Statutes, and Chapter 212, Florida Statutes, and as further amended or incorporated therein to determine the amount of the tax, penalties and interest to be paid by each dealer and to enforce payment of such tax, penalties, and interest by, but not limited to, distress warrants, writ of garnishments and criminal penalties as provided in Chapter 212, Florida Statutes.

M. An action may not be brought to contest an assessment of any tax, interest or penalty assessed under this Ordinance more than sixty (60) days after the date the assessment becomes final. An action may not be brought to contest a denial of refund of any tax, interest or penalty paid under this Ordinance more than sixty (60) days after the date the denial becomes final.

SECTION TEN: PERSONAL LIABILITY

Any dealer who exercises a taxable privilege hereunder and who willfully fails or refuses to charge and collect from the person paying any rental or lease the taxes herein provided, either by himself or through his agents or employees, shall be, in addition to being personally liable for the payment of the tax, guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082, Section 775.083, or Section 775.084, Florida Statutes.

Any dealer who willfully makes a false or fraudulent return, fails to file six (6) consecutive returns, attempts in any manner to evade the tax, and/or diverts or converts tax monies to their own use or the benefits of others shall be, in addition to being personally liable for the payment of the tax, guilty of a misdemeanor or felony, punishable as provided in Sections 212.12, 775.082, and 775.083, Florida Statutes.

Any dealer who, after the Clerk's delivery of a written notice to the dealers last known address specifically alerting the dealer of the requirement to register the dealer's business as a dealer, intentionally fails to register the business; and any dealer who, after the clerk's delivery of a written notice to the dealer's last known address specifically alerting the dealer of the requirement to collect tax on specific transactions, intentionally fails to collect such tax, shall, in addition to the other penalties provided by law, be liable for a specific penalty of one hundred percent (100%) of any unreported or any uncollected tax or fee and, upon conviction, for fine and punishment as provided in Section 775.082 or 775.083, Florida Statutes. Delivery of written notice may be made by certified mail, or by the use of such other method as is documented as being necessary and reasonable under the circumstances. The civil and criminal penalties imposed herein for failure to comply with a written notice alerting the dealer of the requirement to register the business as a dealer or to collect tax on specific transactions shall not apply if the dealer timely files a written challenge to such notice in accordance with procedures established by the department by rule or the notice fails to clearly advise that failure to comply with or timely challenge the notice will result in the imposition of the civil and criminal penalties imposed herein.

The rental property owner is ultimately responsible to ensure the required filing of tax returns and payment of taxes owed regardless of any agreement with an agent to collect, report and/or remit the tax.

SECTION ELEVEN: REFUSAL TO COLLECT TAX

No dealer shall advertise or hold out to the public in any manner, directly or indirectly, that he will absorb all or any part of the tax, or that he will relieve the person paying the rental of the payment of all or any part of the tax, or that the tax will not be added to the rental or lease consideration, or when added, that it or any part thereof will be refunded or refused, either directly, or indirectly, by any method whatsoever. Any dealer who willfully violates any provision of this subsection shall be guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082, Section 775.083, or Section 775.084, Florida Statutes.

SECTION TWELVE: SEVERABILITY

Upon petition of fifteen percent (15%) or more of the electors of Lee County, the Board of County Commissioners shall cause an election to be held for the repeal of this Ordinance and the Tourist Development Tax levied subject only to any outstanding revenue bonds for which the tax has been pledged.

SECTION THIRTEEN: INVALID OR UNCONSTITUTIONAL SECTIONS

It is declared to be the intent of the Board of County Commissioners that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provisions not been included herein.

SECTION FOURTEEN: CONFLICTS OF LAW

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirements shall apply.

SECTION FIFTEEN: CODIFICATION, INCLUSION IN CODE AND SCRIVENER'S ERRORS

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lee County code; and that sections of this Ordinance may be renumbered or relettered and that the word "ordinance" may be changed to "section", "article", or other such appropriate word or phrase in order to accomplish such intention; and regardless of whether such inclusion in the code is accomplished, sections of this Ordinance may be renumbered or relettered and typographical errors which do not affect the intent may be authorized by the County Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the Clerk of Circuit Court.

SECTION SIXTEEN: EFFECTIVE DATE

This Ordinance will take effect July 1, 2013, and upon its filing with the Office of the Secretary of the Florida Department of State, with a certified copy hereof being furnished to the State of Florida, Department of Revenue.

Commissioner Hall made a motion to adopt the foregoing ordinance, seconded by Commissioner Pendergrass. The vote was as follows:

JOHN E. MANNING	<u>AYE</u>
CECIL L PENDERGRASS	<u>AYE</u>
LARRY KIKER	<u>AYE</u>
TAMMARA HALL	<u>AYE</u>
FRANK MANN	<u>AYE</u>

DULY PASSED AND ADOPTED THIS 25th day of June, 2013.

ATTEST: LINDA DOGGETT
CLERK OF COURTS

BY: Marcia Wilson
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
Chair



APPROVED AS TO FORM:

BY: [Signature]
Office of the County Attorney



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

July 8, 2013

Honorable Linda Doggett
Clerk of the Circuit Courts
Lee County
Post Office Box 2469
Fort Myers, Florida 33902-2469

Attention: Lisa L. Pierce, Deputy Clerk

Dear Ms. Doggett:

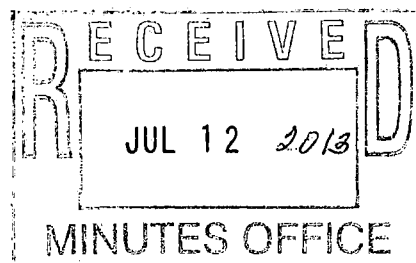
Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your letter dated July 3, 2013 and certified copy of Lee County Ordinance No. 13-14, which was filed in this office on July 8, 2013.

Sincerely,

A handwritten signature in cursive script that reads "Liz Cloud".

Liz Cloud
Program Administrator

LC/elr



LEE COUNTY ORDINANCE NO. 16-18

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, AMENDING LEE COUNTY ORDINANCE NO. 13-14, WHICH LEVIED, IMPOSED AND SET A FIVE PERCENT (5%) TOURIST DEVELOPMENT TAX THROUGHOUT LEE COUNTY PURSUANT TO THE "LOCAL OPTION TOURIST DEVELOPMENT ACT", SECTION 125.0104, FLORIDA STATUTES; AMENDING SECTION SIX BY ADDING PARAGRAPH F.; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS, CONFLICTS OF LAW, CODIFICATION, INCLUSION IN CODE AND SCRIVENERS ERRORS, PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125.0104, Florida Statutes, provides for the levy of a "Local Option Tourist Development Tax" by any county; and

WHEREAS, under the provisions of Section 125.0104, Florida Statutes, the Board of County Commissioners, Lee County, Florida, did on June 2, 1982, adopt a Resolution establishing and appointing the members of the Lee County Tourist Development Council; and

WHEREAS, said Tourist Development Council has presented to the Board of County Commissioners its plan for tourist development; and

WHEREAS, it is the intent of this Ordinance that the Tourist Development Tax be used to stabilize the tourist-related economy of Lee County on a year-round basis; and

WHEREAS, the Board of County Commissioners of Lee County now desires to amend Lee County Ordinance No. 13-14, in order to provide for County to provide for usage of common reserves;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA THAT:

SECTION ONE: RECITALS

The above recitals are hereby incorporated by reference as if set out herein at length.

SECTION TWO: PURPOSE, RESTATEMENT AND REPEALER

This ordinance amends Lee County Ordinance No. 13-14, as set forth herein. The amendments and revisions set forth in the following Section are hereby adopted, with underlined text being language added.

SECTION TWO: AMENDING SECTION SIX - TOURIST DEVELOPMENT PLAN

Section Six, F. of Lee County Ordinance No. 13-14, is hereby added to read as follows:

F. Any undesignated reserves at the end of each fiscal year in the trust funds, and subsequent to and including September 30, 2015, will be placed in a common reserve that can be spent for any lawful purpose under Section 125.0104, Florida Statutes, including meeting all funding requirements of the County's bond resolution relating to the Tourist Development Tax.

SECTION THREE: SEVERABILITY

Upon petition of fifteen percent (15%) or more of the electors of Lee County, the Board of County Commissioners shall cause an election to be held for the repeal of this Ordinance and the Tourist Development Tax levied subject only to any outstanding revenue bonds for which the tax has been pledged.

SECTION FOUR: INVALID OR UNCONSTITUTIONAL SECTIONS

It is declared to be the intent of the Board of County Commissioners that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provisions not been included herein.

SECTION FIVE: CONFLICTS OF LAW

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirements shall apply.

SECTION SIX: CODIFICATION, INCLUSION IN CODE AND SCRIVENER'S ERRORS

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lee County code; and that sections of this Ordinance may be renumbered or relettered and that the word "ordinance" may be changed to "section", "article", or other such appropriate word or phrase in order to accomplish such intention; and regardless of whether such inclusion in the code is accomplished, sections of this Ordinance may be renumbered or relettered and typographical errors which do not affect the intent may be authorized by the County Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the Clerk of Circuit Court.

**SECTION SEVEN: MODIFICATIONS THAT MAY ARISE FROM
CONSIDERATION AT PUBLIC HEARING**

It is the intent of the Board of County Commissioners that the provisions of this Ordinance may be modified as a result of consideration that may arise during Public Hearing(s). Such modifications shall be incorporated into the final version.

SECTION EIGHT: EFFECTIVE DATE

This Ordinance will take effect upon its filing with the Office of the Secretary of the Florida Department of State, with a certified copy hereof being furnished to the State of Florida, Department of Revenue.

Commissioner Manning made a motion to adopt the foregoing ordinance, seconded by Commissioner Hamman. The vote was as follows:

John Manning	Aye
Cecil L Pendergrass	Aye
Larry Kiker	Aye
Brian Hamman	Aye
Frank Mann	Aye

DULY PASSED AND ADOPTED this 18th day of October 2016.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Theresa
Deputy Clerk



BY: [Signature]
Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

[Signature]
Office of the County Attorney



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

October 20, 2016

Honorable Linda Doggett
Clerk of the Circuit Courts
Lee County
Post Office Box 2469
Fort Myers, Florida 33902-2469

Attention: Theresa King

Dear Ms. Doggett:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy for Lee County Ordinance No. 16-18, which was filed in this office on October 20, 2016.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

RECEIVED

By tking at 9:46 am, Oct 21, 2016

Attach. C Minnesota Twins DBE Utilization Report

[Remainder of page intentionally left blank]



August 26, 2020

Mr. Jeff Mielke
Executive Director
Lee County Sports Development
2201 Second Street, Suite 501
Fort Myers, FL 33901

Dear Mr. Mielke,

This letter is to outline DBE participation at the Lee County Sports Complex by the Mighty Mussels for the Minnesota Twins Spring Training and Florida State League Seasons along with the Twins annual spend with Sodexo, a MWBE company that operates the Academy and provides foodservice for Twins players and staff at the complex.

Mighty Mussels Employees (including full and part-time)

Female - 115
Male - 271
Minority - 16

Mighty Mussels combined spend with DBE businesses, Wicked Dolphin and Nawty Hogg:

2019 spend - \$151,754.31 of total spend (\$737,077.16) equals 20.58%

2020 spend - \$60,888.26 of total spend (\$394,293.46) equals 15.44%

The Minnesota Twins annual spend with Sodexo has averaged just under \$1.7M per year since 2017.

2019 Spend with Sodexo - \$1,688,834
2020 Spend, Year to date - \$1,388,679

Best regards,

Matthew Hoy
SVP, Operations
Minnesota Twins Baseball Club

TARGET FIELD

1 Twins Way • Minneapolis, MN 55403

Executive Office: 612.659.3400 • Ticket Office: 612.33.TWINS • www.twinsbaseball.com



**Palm Beach County
(Houston Astros
Washington Nationals)**



**Office of
Financial Management & Budget**

P.O. Box 1989
West Palm Beach, FL 33402-1989
(561) 355-2580
FAX: (561) 355-2109
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Mary Lou Berger
Melissa McKinlay
Mack Bernard

County Administrator

Verdenia C. Baker

August 19, 2020

Ryan Fierst
Florida Department of Economic Opportunity
Division of Strategic Business Development
107 East Madison Street, MSC 80
The Caldwell Building
Tallahassee, Florida 32399-0001

Dear Mr. Fierst:

Pursuant to Palm Beach County's certification under 288.11631, F.S., please find enclosed our 2020 Annual Report. As required, our report includes:

- A detailed accounting of all state and local funds expended to date as well as a summary thereof
- A copy of the First Restated Sports Facility Use Agreement and the First Restated Developer Agreement between Palm Beach County and its Spring Training Franchises
- A cost-benefit analysis of the Spring Training Franchises' impact on Palm Beach County
- A list of all construction-related contracts with an estimated cost of greater than \$250,000
- Written evidence that Palm Beach County continues to meet the certification criteria in effect when the County was certified pursuant to section 288.11631, F.S. (2015)
- Written evidence, including numerical and /or statistical analysis as applicable, that Palm Beach County is in compliance with section 288.1167, F.S.
- Evidence of the efforts to promote and advertise the facility that have taken place since the last reporting period, in accordance with Section 23 of SB16-007

I hereby certify that the information and documentation contained in Palm Beach County's 2020 Annual Report submission is true and correct.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dave Kerner".

Dave Kerner
County Mayor

"An Equal Opportunity
Affirmative Action Employer"

NEW ISSUE-BOOK-ENTRY ONLY

RATINGS: Moody's: "Aa1"

S&P: "AA+"

Fitch: "AA+"

See "RATINGS" herein

In the opinion of Locke Lord LLP, Bond Counsel, based on an analysis of existing law and assuming among other matters, compliance with certain covenants, interest on the Series 2015D Bonds is excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986. Interest on the Series 2015D Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Interest on the Series 2015C Bonds is included in the gross income of the owners of the Series 2015C Bonds for federal income tax purposes. Bond Counsel is also of the opinion that the Bonds and the interest thereon are exempt from taxation under the existing laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined therein. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See "TAX MATTERS" herein.



\$122,005,000
PALM BEACH COUNTY, FLORIDA
PUBLIC IMPROVEMENT REVENUE BONDS
(Professional Sports Franchise Facility Project)
\$65,860,000 TAXABLE SERIES 2015C
\$56,645,000 TAX-EXEMPT SERIES 2015D

Dated: Date of Delivery

Due: December 1, as shown on the inside cover

The Palm Beach County, Florida Public Improvement Revenue Bonds (Professional Sports Franchise Facility Project), Taxable Series 2015C and Tax-Exempt Series 2015D (together, the "Bonds") are being issued as fully registered bonds and will be initially issued to and registered only in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York, the securities depository for the Bonds. The Bonds will be available to purchasers in principal denominations of \$5,000 and integral multiples thereof under the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC Participants (as described herein). Purchasers will not receive physical delivery of the Bonds. Beneficial Owners (as described herein) of Bonds must maintain an account with a broker or dealer who is, or acts through, a DTC Participant in order to receive payment of the principal of and interest on such Bonds. See "BOOK-ENTRY ONLY SYSTEM" herein. The Bank of New York Mellon Trust Company, N.A., will serve as the initial Paying Agent and Registrar for the Bonds.

Interest on the Bonds is payable commencing on June 1, 2016 and on each June 1 and December 1 thereafter until maturity. The Bonds are subject to redemption prior to maturity as described herein.

The Bonds are being issued by Palm Beach County, Florida (the "County") for the purpose of providing funds, together with other legally available moneys of the County, to (1) finance the cost of the construction and equipping of a professional sports franchise facility and pay certain costs related and incidental thereto, as more particularly described herein, and (2) pay costs of issuance of the Bonds. See "THE PROJECT" herein.

The principal of and interest on the Bonds are payable from and secured by a pledge of and a lien on the Pledged Revenues, consisting primarily of Non-Ad Valorem Revenues budgeted and appropriated by the County on an annual basis and deposited into the Debt Service Fund established pursuant to the Resolution (as such capitalized terms are defined herein).

The Bonds are special obligations of the County and are payable solely in the manner and to the extent set forth in the Resolution. The Bonds are not general obligations of the County within the meaning of the Constitution of the State of Florida, but are payable solely from and secured solely by a lien upon and a pledge of the Pledged Revenues in the manner and to the extent provided in the Resolution. No Bondholder will ever have the right to compel the exercise of the ad valorem taxing power of the County or taxation in any form on any real or personal property to pay the Bonds or the interest thereon, nor will any Bondholder be entitled to payment of principal of or interest on the Bonds from any other funds of the County other than as provided in the Resolution.

This cover page contains information for quick reference only. It is not a summary of the issue. Investors must read this entire official statement to obtain information essential to the making of an informed investment decision.

The Bonds are offered when, as and if issued by the County, subject to approval of certain legal matters by Locke Lord LLP, Bond Counsel. Squire Patton Boggs (US) LLP is disclosure counsel to the County with respect to the Bonds. The County is represented by the Office of the County Attorney. Public Financial Management, Inc. and Spectrum Municipal Services, Inc. are Co-Financial Advisors to the County with respect to the Bonds. Mark E. Raymond is serving as counsel to the Underwriters. The Bonds are expected to be delivered through the facilities of DTC in New York, New York on or about December 9, 2015.

GOLDMAN, SACHS & CO.

MORGAN STANLEY

CO-LEADER

J.P. MORGAN

The date of this Official Statement is November 19, 2015.

**Detailed and Summary Accounting of State
and Local Funds Expended to Date on Palm
Beach County Spring Training Facility**

Palm Beach County Ballpark of the Palm Beaches

Funding

	FY 2015 Amounts	FY 2016 Amounts	FY 2017 Amounts	FY 2018 Amounts	FY 2019 Amounts	FY 2020 Amounts Thru 07/30/20
Bond Proceeds, Refunds, Rebates and Interest Earnings Thereon	\$0.00	\$131,827,780.69	\$538,792.05	\$153,982.59	\$126,784.15	\$64,233.98
Palm Beach County Tourist Development Tax Contribution	5,014,000.00	2,069,791.00	3,379,319.93	3,795,440.12	3,699,028.32	3,695,449.70
State of Florida Funds Received	0.00	0.00	2,000,000.00	2,000,004.00	2,000,004.00	1,666,670.00
Team Contributions	0.00	0.00	0.00	0.00	2,143,134.00	2,143,134.00
Total State and Local Funding	\$5,014,000.00	\$133,897,571.69	\$5,918,111.98	\$5,949,426.71	\$7,968,950.47	\$7,569,487.68

Expenditures

Stadium Construction Costs - Funded by County Bond Proceeds	\$1,099,250.15	\$64,803,718.62	\$52,597,208.42	\$8,631,542.33	\$0.00	\$0.00
Debt Service - Funded by County TDC Tax	0.00	2,569,790.91	5,380,132.16	5,797,389.56	7,847,977.88	7,840,274.35
Bond Costs of Issuance - Funded by County Bond Proceeds	0.00	701,902.08	2,200.00	0.00	0.00	0.00
Stadium Construction Costs - Funded by County TDC Tax	4,862,076.93	96,171.21	3,628.21	200.00	0.00	0.00
Total State and Local Funds Expended to Date	\$5,961,327.08	\$68,171,582.82	\$57,983,168.79	\$14,429,131.89	\$7,847,977.88	\$7,840,274.35

Revenue Source	Purpose	FY 2015 Amount	FY 2016 Amounts	FY 2017 Amounts	FY 2018 Amounts	FY 2019 Amounts	FY 2020 Amounts Thru 07/30/20
Transfer from Palm Beach County Tourist Development Council Tax Fund	Fund Professional Sports Facility Project	\$5,014,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfer from Palm Beach County Tourist Development Council Tax Fund	Fund Debt Service on Taxable Bonds	\$0.00	\$1,216,605.00	\$2,547,130.69	\$2,963,760.50	\$2,869,019.24	\$2,861,699.70
Transfer from Palm Beach County Tourist Development Council Tax Fund	Fund Debt Service on Tax Exempt Bonds	\$0.00	\$853,186.00	\$632,189.24	\$631,679.62	\$631,009.08	\$633,750.00
State of Florida Sales Tax Contribution	Fund Debt Service on Tax Exempt Bonds	\$0.00	\$0.00	2,000,000.00	2,000,004.00	2,000,004.00	1,666,670.00
Debt Service Fund Interest Earnings	Fund Debt Service on Tax Exempt & Taxable Bonds	\$0.00	-\$2,034.98	805.93	1,945.44	5,811.56	4,032.72
Taxable Bond Construction Fund - Bond Proceeds	Fund Professional Sports Facility Project	\$0.00	\$65,360,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Taxable Bond Construction Fund - Interest Earnings	Fund Professional Sports Facility Project	\$0.00	\$479,784.18	\$226,397.13	\$48,363.15	\$61,088.27	\$31,004.54
Taxable Bond Construction Fund - Refund Prior Year Expenditures	Fund Professional Sports Facility Project	\$0.00	\$0.00	\$568.17	\$0.00	\$1,171.02	\$0.00
Taxable Bond Construction Fund - Rebate - Virtual Credit Card	Fund Professional Sports Facility Project	\$0.00	\$0.00	\$7,045.45	\$6,441.30	\$0.00	\$0.00
Tax Exempt Bond Construction Fund - Bond Proceeds (includes Bond Premium)	Fund Professional Sports Facility Project	\$0.00	\$65,363,860.60	\$0.00	\$0.00	\$0.00	\$0.00
Tax Exempt Bond Construction Fund - Interest Earnings	Fund Professional Sports Facility Project	\$0.00	\$626,170.89	\$303,109.42	\$97,232.70	\$57,507.32	\$29,196.72
Tax Exempt Bond Construction Fund - Rebate - Virtual Credit Card	Fund Professional Sports Facility Project	\$0.00	\$0.00	\$665.95	\$0.00	\$0.00	\$0.00
Team Contributions	Fund Debt Service on Taxable Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$2,143,134.00	\$2,143,134.00
Tax Exempt Bond Construction Fund - Refund Prior Year Expenditures	Fund Professional Sports Facility Project	\$0.00	\$0.00	\$0.00	\$0.00	\$1,225.98	\$0.00
Total Revenues		\$5,014,000.00	\$133,897,571.69	\$5,918,111.98	\$5,949,426.71	\$7,968,950.47	\$7,569,487.68

Expenditure	Purpose	FY 2015 Amount	FY 2016 Amounts	FY 2017 Amounts	FY 2018 Amounts	FY 2019 Amounts	FY 2020 Amounts Thru 07/30/20
Principal Expense on Taxable Bonds	Debt Service on Taxable Bonds	\$0.00	\$0.00	\$0.00	\$420,000.00	\$2,495,000.00	\$2,535,000.00
Interest Expense on Taxable Bonds	Debt Service on Taxable Bonds	\$0.00	\$1,216,604.80	\$2,546,382.16	\$2,543,639.56	\$2,519,227.88	\$2,471,524.35
Cost of Issuance - Taxable Bonds	Debt Service on Taxable Bonds	\$0.00	\$351,286.39	\$2,200.00	\$0.00	\$0.00	\$0.00
Paying Agent Fees - Taxable Bonds	Debt Service on Taxable Bonds	\$0.00	\$0.00	\$750.00	\$750.00	\$750.00	\$750.00
Construction CIP - Taxable Bond Construction Fund	Professional Sports Facility Project	\$1,099,250.15	\$31,785,047.44	\$29,547,770.10	\$1,189,198.48	\$0.00	\$0.00
Interest Expense on Tax Exempt Bonds	Debt Service on Tax Exempt Bonds	\$0.00	\$1,353,186.11	\$2,832,250.00	\$2,832,250.00	\$2,832,250.00	\$2,832,250.00
Cost of Issuance - Tax Exempt Bonds	Debt Service on Tax Exempt Bonds	\$0.00	\$350,615.69	\$0.00	\$0.00	\$0.00	\$0.00
Paying Agent Fees - Tax Exempt Bonds	Debt Service on Tax Exempt Bonds	\$0.00	\$0.00	\$750.00	\$750.00	\$750.00	\$750.00
Construction CIP - Tax Exempt Bond Construction Fund	Professional Sports Facility Project	\$0.00	\$33,018,671.18	\$23,049,438.32	\$7,442,343.85	\$0.00	\$0.00
Construction CIP - Public Building Improvement Fund	Professional Sports Facility Project	\$4,862,076.93	\$96,171.21	\$3,628.21	\$200.00	\$0.00	\$0.00
Total Expenditures		\$5,961,327.08	\$68,171,582.82	\$57,983,168.79	\$14,429,131.89	\$7,847,977.88	\$7,840,274.35

Revenue Summary

Fund	Dept	Unit	<u>Revenue Source</u>	<u>Adopted</u> <u>Revenue Budget</u>	<u>Current</u> <u>Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
2020							
Fund 2078							
Unit 0100 Interest Distribution							
2078	010	0100	6110 Pool Interest Income	0.00	0.00	2,545.12	-2,545.12
2078	010	0100	6116 Change In Fair Value	0.00	0.00	-104.56	104.56
Unit 0100				0.00	0.00	2,440.56	-2,440.56
Unit 4100 Revenue							
2078	810	4100	6937 Contributions from Teams of New BP of PB	2,143,134.00	2,143,134.00	2,143,134.00	0.00
2078	810	4100	8314 Tr Fr TDC 1st Cent fd 1458	2,865,296.00	2,865,296.00	2,861,699.70	3,596.30
Unit 4100				5,008,430.00	5,008,430.00	5,004,833.70	3,596.30
Fund 2078				5,008,430.00	5,008,430.00	5,007,274.26	1,155.74

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 2078 65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
2078	010	0100	6110			2020	2020	2	11/4/2019	JVIA	JVIA11041900000000150	ALL 11/1-11/3/19		-396.49
2078	010	0100	6110			2020	2020	2	11/5/2019	JVIA	JVIA11051900000000158	ALL 11/4/19		-123.48
2078	010	0100	6110			2020	2020	2	11/7/2019	JVIA	JVIA11071900000000170	ALL-11/5 - 11/6		-259.92
2078	010	0100	6110			2020	2020	2	11/8/2019	JVIA	JVIA11081900000000178	ALL-11/7/19		-130.46
2078	010	0100	6110			2020	2020	2	11/12/2019	JVIA	JVIA11121900000000186	ALL - 11/8 - 11/10		-392.20
2078	010	0100	6110			2020	2020	2	11/13/2019	JVIA	JVIA11131900000000194	ALL-11/11 - 11/12		-262.13
2078	010	0100	6110			2020	2020	2	11/14/2019	JVIA	JVIA11141900000000202	ALL-11/13		-131.29
2078	010	0100	6110			2020	2020	2	11/15/2019	JVIA	JVIA11151900000000210	ALL-11/14/19		-130.92
2078	010	0100	6110			2020	2020	2	11/18/2019	JVIA	JVIA11181900000000214	ALL 11/15-11/16/19		-262.24
2078	010	0100	6110			2020	2020	2	11/19/2019	JVIA	JVIA11191900000000222	ALL 11/17-11/18/19		-260.88
2078	010	0100	6110			2020	2020	2	11/20/2019	JVIA	JVIA11201900000000230	ALL 11/19/19		-130.70
2078	010	0100	6110			2020	2020	2	11/21/2019	JVIA	JVIA11211900000000238	ALL 11/20/19		-128.59
2078	010	0100	6110			2020	2020	2	11/22/2019	JVIA	JVIA11221900000000246	ALL 11/22/19		-122.25
2078	010	0100	6110			2020	2020	2	11/25/2019	JVIA	JVIA11251900000000258	ALL-11/22-11/23		-244.39
2078	010	0100	6110			2020	2020	2	11/27/2019	JVIA	JVIA11271900000000266	ALL-1/24-11/26		-384.64
2078	010	0100	6110			2020	2020	3	12/2/2019	JVIA	JVIA12021900000000274	ALL 11/27-12/1/19		-0.26
2078	010	0100	6110			2020	2020	3	12/3/2019	JVIA	JVIA12031900000000282	ALL 12/2/19		-0.05
2078	010	0100	6110			2020	2020	3	12/5/2019	JVIA	JVIA12051900000000290	ALL 12/3-12/4/19		-0.08
2078	010	0100	6110			2020	2020	3	12/6/2019	JVIA	JVIA12061900000000298	ALL 12/5/19		-0.04
2078	010	0100	6110			2020	2020	3	12/10/2019	JVIA	JVIA12101900000000310	ALL-12/6-12/7		-0.08
2078	010	0100	6110			2020	2020	3	12/10/2019	JVIA	JVIA12101900000000318	ALL-12/9		-0.04
2078	010	0100	6110			2020	2020	3	12/11/2019	JVIA	JVIA12111900000000326	ALL-12/10		-0.04
2078	010	0100	6110			2020	2020	3	12/12/2019	JVIA	JVIA12121900000000334	ALL-12/11		-0.04
2078	010	0100	6110			2020	2020	3	12/13/2019	JVIA	JVIA12131900000000342	ALL-12/12		-0.04
2078	010	0100	6110			2020	2020	3	12/16/2019	JVIA	JVIA12161900000000346	ALL 12/13-12/14/19		-0.01
2078	010	0100	6110			2020	2020	3	12/17/2019	JVIA	JVIA12171900000000354	ALL 12/15-12/16/19		-0.01
2078	010	0100	6110			2020	2020	3	12/18/2019	JVIA	JVIA12181900000000362	ALL 12/17/19		-0.01
2078	010	0100	6110			2020	2020	3	12/19/2019	JVIA	JVIA12191900000000370	ALL 12/18/19		-0.01
2078	010	0100	6110			2020	2020	3	12/20/2019	JVIA	JVIA12201900000000378	ALL 12/19/19		-0.01
2078	010	0100	6110			2020	2020	3	12/23/2019	JVIA	JVIA12231900000000386	ALL 12/20-12/22/19		-0.02
2078	010	0100	6110			2020	2020	3	12/26/2019	JVIA	JVIA12261900000000394	ALL 12/23-12/24/19		-0.01
2078	010	0100	6110			2020	2020	3	12/27/2019	JVIA	JVIA12271900000000402	ALL 12/25-12/26/19		-0.01
2078	010	0100	6110			2020	2020	3	12/30/2019	JVIA	JVIA12301900000000410	ALL 12/27-12/29/19		-0.02
2078	010	0100	6110			2020	2020	3	12/31/2019	JVIA	JVIA12311900000000422	ALL 12/30/19		-0.01
2078	010	0100	6110			2020	2020	4	1/2/2020	JVIA	JVIA01022000000000430	ALL 12/31/19		-0.01
2078	010	0100	6110			2020	2020	4	1/3/2020	JVIA	JVIA01032000000000438	ALL 1/1-1/2/20		-0.01

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 2078 65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof Sports Facility
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr. Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
2078	010	0100	6110			2020	2020	4	1/6/2020	JVIA	JVIA01062000000000446	ALL 1/3-1/4/20		-0.01
2078	010	0100	6110			2020	2020	4	1/7/2020	JVIA	JVIA01072000000000454	ALL 1/5-1/6/2020		-0.01
2078	010	0100	6110			2020	2020	4	1/8/2020	JVIA	JVIA01082000000000462	ALL 1/7/2020		-0.01
2078	010	0100	6110			2020	2020	4	1/9/2020	JVIA	JVIA01092000000000470	ALL 1/8/2020		-0.01
2078	010	0100	6110			2020	2020	4	1/10/2020	JVIA	JVIA01102000000000478	ALL 1/9/2020		-0.01
2078	010	0100	6110			2020	2020	4	1/13/2020	JVIA	JVIA01132000000000486	ALL 1/10-1/11/2020		-0.01
2078	010	0100	6110			2020	2020	4	1/14/2020	JVIA	JVIA01142000000000494	ALL 1/12-1/13/2020		-0.01
2078	010	0100	6110			2020	2020	4	1/15/2020	JVIA	JVIA01152000000000502	ALL 1/14/2020		-0.01
2078	010	0100	6110			2020	2020	4	1/16/2020	JVIA	JVIA01162000000000510	ALL 1/15/2020		-0.01
2078	010	0100	6110			2020	2020	4	1/17/2020	JVIA	JVIA01172000000000518	ALL 1/16/2020		-0.01
2078	010	0100	6110			2020	2020	4	1/21/2020	JVIA	JVIA01212000000000526	ALL 1/17-1/20/2020		-0.03
2078	010	0100	6110			2020	2020	4	1/22/2020	JVIA	JVIA01222000000000534	ALL 1/21/2020		-0.01
2078	010	0100	6110			2020	2020	4	1/23/2020	JVIA	JVIA01232000000000546	ALL-1/22/2020		-0.01
2078	010	0100	6110			2020	2020	4	1/24/2020	JVIA	JVIA01242000000000554	ALL-1/23/2020		-0.01
2078	010	0100	6110			2020	2020	4	1/27/2020	JVIA	JVIA01272000000000562	ALL-1/24-1/25		-0.01
2078	010	0100	6110			2020	2020	4	1/28/2020	JVIA	JVIA01282000000000567	ALL-1/26/2020		-0.01
2078	010	0100	6110			2020	2020	4	1/29/2020	JVIA	JVIA01292000000000571	ALL 1/27-1/28/2020		-0.01
2078	010	0100	6110			2020	2020	4	1/30/2020	JVIA	JVIA01302000000000579	ALL 1/29/2020		-0.01
2078	010	0100	6110			2020	2020	4	1/31/2020	JVIA	JVIA01312000000000591	ALL 1/30/2020		-0.01
2078	010	0100	6110			2020	2020	5	2/3/2020	JVIA	JVIA02032000000000599	ALL 1/31-2/1/2020		-0.01
2078	010	0100	6110			2020	2020	5	2/4/2020	JVIA	JVIA02042000000000607	ALL 2/2-2/3/2020		-0.01
2078	010	0100	6110			2020	2020	5	2/5/2020	JVIA	JVIA02052000000000615	ALL 2/4/2020		-0.01
2078	010	0100	6110			2020	2020	5	2/6/2020	JVIA	JVIA02062000000000623	ALL 2/5/2020		-0.01
2078	010	0100	6110			2020	2020	5	2/7/2020	JVIA	JVIA02072000000000631	ALL 2/6/2020		-0.01
2078	010	0100	6110			2020	2020	5	2/10/2020	JVIA	JVIA02102000000000639	ALL 2/7-2/8/2020		-0.01
2078	010	0100	6110			2020	2020	5	2/11/2020	JVIA	JVIA02112000000000647	ALL 2/9-2/10/2020		-0.01
2078	010	0100	6110			2020	2020	5	2/12/2020	JVIA	JVIA02122000000000655	ALL 2/11/2020		-0.01
2078	010	0100	6110			2020	2020	5	2/13/2020	JVIA	JVIA02132000000000663	ALL 2/12/2020		-0.01
2078	010	0100	6110			2020	2020	5	2/14/2020	JVIA	JVIA02142000000000671	ALL 2/13/2020		-0.01
2078	010	0100	6110			2020	2020	5	2/18/2020	JVIA	JVIA02182000000000679	ALL 2/14-2/16/2020		-0.02
2078	010	0100	6110			2020	2020	5	2/19/2020	JVIA	JVIA02192000000000687	ALL 2/17-2/18/2020		-0.01
2078	010	0100	6110			2020	2020	5	2/20/2020	JVIA	JVIA02202000000000695	ALL 2/19/2020		-0.01
2078	010	0100	6110			2020	2020	5	2/21/2020	JVIA	JVIA02212000000000701	ALL 2/20/2020		-0.01
2078	010	0100	6110			2020	2020	5	2/24/2020	JVIA	JVIA02242000000000709	ALL 2/21-2/22/2020		-0.01
2078	010	0100	6110			2020	2020	5	2/25/2020	JVIA	JVIA02252000000000717	ALL 2/23-2/24/2020		-0.01
2078	010	0100	6110			2020	2020	5	2/26/2020	JVIA	JVIA02262000000000729	ALL-2/25/20		-0.01
2078	010	0100	6110			2020	2020	5	2/27/2020	JVIA	JVIA02272000000000733	ALL 2/26/2020		-0.01
2078	010	0100	6110			2020	2020	5	2/28/2020	JVIA	JVIA02282000000000745	ALL 2/27/2020		-0.01

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 2078 65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
2078	010	0100	6110			2020	2020	6	3/2/2020	JVIA	JVIA0302200000000752	ALL 2/28-2/29/2020		-0.01
2078	010	0100	6110			2020	2020	6	3/3/2020	JVIA	JVIA0303200000000760	ALL 3/1-3/2/2020		-0.01
2078	010	0100	6110			2020	2020	6	3/4/2020	JVIA	JVIA0304200000000768	ALL 3/3/2020		-0.01
2078	010	0100	6110			2020	2020	6	3/5/2020	JVIA	JVIA0305200000000776	ALL 3/4/2020		-0.01
2078	010	0100	6110			2020	2020	6	3/6/2020	JVIA	JVIA0306200000000783	ALL 3/5/2020		-0.01
2078	010	0100	6110			2020	2020	6	3/9/2020	JVIA	JVIA0309200000000791	ALL 3/6-3/7/2020		-0.01
2078	010	0100	6110			2020	2020	6	3/10/2020	JVIA	JVIA0310200000000799	ALL 3/8-3/9/2020		-0.01
2078	010	0100	6110			2020	2020	6	3/11/2020	JVIA	JVIA0311200000000807	ALL 3/10/2020		-0.01
2078	010	0100	6110			2020	2020	6	3/12/2020	JVIA	JVIA0312200000000815	ALL 3/11/2020		-0.01
2078	010	0100	6110			2020	2020	6	3/13/2020	JVIA	JVIA0313200000000823	ALL 3/12/2020		-0.01
2078	010	0100	6110			2020	2020	6	3/16/2020	JVIA	JVIA0316200000000831	ALL 3/13-3/14/2020		-0.01
2078	010	0100	6110			2020	2020	6	3/17/2020	JVIA	JVIA0317200000000839	ALL 3/15-3/16/2020		-0.01
2078	010	0100	6110			2020	2020	6	3/18/2020	JVIA	JVIA0318200000000847	ALL 3/17/2020		-0.01
2078	010	0100	6110			2020	2020	6	3/23/2020	JVIA	JVIA0323200000000871	ALL 3/20-3/21/2020		-0.01
2078	010	0100	6110			2020	2020	6	3/24/2020	JVIA	JVIA0324200000000879	ALL 3/22-3/23/2020		-0.01
2078	010	0100	6110			2020	2020	6	3/30/2020	JVIA	JVIA0330200000000911	ALL 3/27-3/28/2020		-0.01
2078	010	0100	6110			2020	2020	6	3/31/2020	JVIA	JVIA0331200000000919	ALL 3/29-3/30/2020		-0.01
2078	010	0100	6110			2020	2020	7	4/6/2020	JVIA	JVIA0406200000000955	ALL 4/3-4/4/2020		-0.01
2078	010	0100	6110			2020	2020	7	4/7/2020	JVIA	JVIA0407200000000963	ALL 4/5-4/6/2020		-0.01
2078	010	0100	6110			2020	2020	7	4/13/2020	JVIA	JVIA0413200000000987	ALL 4/9-4/11/2020		-0.01
2078	010	0100	6110			2020	2020	7	4/14/2020	JVIA	JVIA0414200000000999	ALL 4/12-4/13		-0.01
2078	010	0100	6110			2020	2020	7	4/20/2020	JVIA	JVIA0420200000001027	ALL 4/17-4/18/2020		-0.01
2078	010	0100	6110			2020	2020	7	4/21/2020	JVIA	JVIA0421200000001035	ALL 4/19-4/20/2020		-0.01
2078	010	0100	6110			2020	2020	7	4/27/2020	JVIA	JVIA0427200000001067	ALL 4/24-4/25/2020		-0.01
2078	010	0100	6110			2020	2020	7	4/28/2020	JVIA	JVIA0428200000001075	ALL 4/26-4/27/2020		-0.01
2078	010	0100	6110			2020	2020	8	5/5/2020	JVIA	JVIA0505200000001115	ALL 5/1-5/4		-0.02
2078	010	0100	6110			2020	2020	8	5/8/2020	JVIA	JVIA0508200000001123	ALL 5/5-5/7		-0.01
2078	010	0100	6110			2020	2020	8	5/11/2020	JVIA	JVIA0511200000001127	ALL 5/8-5/9/2020		-0.01
2078	010	0100	6110			2020	2020	8	5/12/2020	JVIA	JVIA0512200000001135	ALL 5/10-5/11/2020		-0.01
2078	010	0100	6110			2020	2020	8	5/18/2020	JVIA	JVIA0518200000001167	ALL 5/15-5/16/2020		-0.01
2078	010	0100	6110			2020	2020	8	5/19/2020	JVIA	JVIA0519200000001183	ALL 5/17-5/18/2020		-0.01
2078	010	0100	6110			2020	2020	8	5/26/2020	JVIA	JVIA0526200000001215	ALL 5/22-5/23/2020		-0.01
2078	010	0100	6110			2020	2020	8	5/27/2020	JVIA	JVIA0527200000001223	ALL 5/24-5/26/2020		-0.01
2078	010	0100	6110			2020	2020	9	6/1/2020	JVIA	JVIA0601200000001255	ALL 5/29/2020		45.33
2078	010	0100	6110			2020	2020	9	6/2/2020	JVIA	JVIA0602200000001259	ALL 5/30-6/1/2020		131.68
2078	010	0100	6110			2020	2020	9	6/3/2020	JVIA	JVIA0603200000001267	ALL 6/2/2020		45.03
2078	010	0100	6110			2020	2020	9	6/4/2020	JVIA	JVIA0604200000001275	ALL 6/3/2020		45.24

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 2078 65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr Src	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
2078	010	0100	6110			2020	2020	9	6/5/2020	JVIA	JVIA06052000000001283	ALL 6/4/2020		45.36
2078	010	0100	6110			2020	2020	9	6/9/2020	JVIA	JVIA06092000000001291	6/5-6/8/2020		183.02
2078	010	0100	6110			2020	2020	9	6/10/2020	JVIA	JVIA06102000000001311	ALL 6/5-6/8/2020		183.44
2078	010	0100	6110			2020	2020	9	6/10/2020	JVIA	JVIA06102000000001303	ALL 6/9/2020		45.63
2078	010	0100	6110			2020	2020	9	6/10/2020	JVIA	JVIA06102000000001299	ALL ADJ 5/18/2020		-92.07
2078	010	0100	6110			2020	2020	9	6/11/2020	JVIA	JVIA06112000000001315	ALL 6/10/2020		45.76
2078	010	0100	6110			2020	2020	9	6/15/2020	JVIA	JVIA06152000000001323	ALL 6/11-6/13/2020		137.67
2078	010	0100	6110			2020	2020	9	6/16/2020	JVIA	JVIA06162000000001331	ALL 6/14-6/15/2020		0.05
2078	010	0100	6110			2020	2020	9	6/17/2020	JVIA	JVIA06172000000001339	ALL 6/16/2020		0.03
2078	010	0100	6110			2020	2020	9	6/18/2020	JVIA	JVIA06182000000001347	ALL 6/17/2020		0.03
2078	010	0100	6110			2020	2020	9	6/19/2020	JVIA	JVIA06192000000001355	ALL 6/18/2020		0.03
2078	010	0100	6110			2020	2020	9	6/22/2020	JVIA	JVIA06222000000001367	ALL-6/19-6/20		0.05
2078	010	0100	6110			2020	2020	9	6/23/2020	JVIA	JVIA06232000000001375	ALL-6/21-6/22		0.05
2078	010	0100	6110			2020	2020	9	6/24/2020	JVIA	JVIA06242000000001383	ALL-6/23/20		0.03
2078	010	0100	6110			2020	2020	9	6/25/2020	JVIA	JVIA06252000000001387	ALL 6/24/2020		0.03
2078	010	0100	6110			2020	2020	9	6/26/2020	JVIA	JVIA06262000000001395	ALL 6/25/2020		0.03
2078	010	0100	6110			2020	2020	9	6/29/2020	JVIA	JVIA06292000000001403	ALL 6/26-6/27/2020		0.05
2078	010	0100	6110			2020	2020	9	6/30/2020	JVIA	JVIA06302000000001415	ALL 6/28-6/29/2020		0.05
2078	010	0100	6110			2020	2020	10	7/1/2020	JVIA	JVIA07012000000001427	ALL-6/30/20		0.03
2078	010	0100	6110			2020	2020	10	7/2/2020	JVIA	JVIA07022000000001431	ALL 7/1/2020		0.03
2078	010	0100	6110			2020	2020	10	7/7/2020	JVIA	JVIA07072000000001443	ALL 7/2-7/6/2020		0.13
2078	010	0100	6110			2020	2020	10	7/9/2020	JVIA	JVIA07092000000001447	ALL 7/7-7/8/2020		0.05
2078	010	0100	6110			2020	2020	10	7/10/2020	JVIA	JVIA07102000000001455	ALL 7/9/2020		0.03
2078	010	0100	6110			2020	2020	10	7/13/2020	JVIA	JVIA07132000000001465	ALL-7/10/20		0.03
2078	010	0100	6110			2020	2020	10	7/14/2020	JVIA	JVIA07142000000001469	ALL-7/11-7/13		0.08
2078	010	0100	6110			2020	2020	10	7/15/2020	JVIA	JVIA07152000000001477	ALL-7/14/20		0.03
2078	010	0100	6110			2020	2020	10	7/16/2020	JVIA	JVIA07162000000001485	ALL 7/15/2020		0.03
2078	010	0100	6110			2020	2020	10	7/17/2020	JVIA	JVIA07172000000001493	ALL 7/16/2020		0.03
2078	010	0100	6110			2020	2020	10	7/20/2020	JVIA	JVIA07202000000001501	ALL 7/17/2020		0.03
Revenue Source 6116 Change In Fair Value														
2078	010	0100	6116			2020	2020	2	11/4/2019	JVIA	JVIA11041900000000154	FVC 11/1-11/3/19		11.54
2078	010	0100	6116			2020	2020	2	11/5/2019	JVIA	JVIA11051900000000162	FVC 11/4/19		17.56
2078	010	0100	6116			2020	2020	2	11/7/2019	JVIA	JVIA11071900000000166	FVC-11/5 - 11/6		11.83
2078	010	0100	6116			2020	2020	2	11/8/2019	JVIA	JVIA11081900000000174	FVC-11/7/19		6.10
2078	010	0100	6116			2020	2020	2	11/12/2019	JVIA	JVIA11121900000000182	FVC-11/8 - 11/10		6.91
2078	010	0100	6116			2020	2020	2	11/13/2019	JVIA	JVIA11131900000000190	FVC-11/11 - 11/12		26.90
2078	010	0100	6116			2020	2020	2	11/14/2019	JVIA	JVIA11141900000000198	FVC-11/13/19		6.08

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR

Fund: 2078 65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
2078	010	0100	6116			2020	2020	2	11/15/2019	JVIA	JVIA11151900000000206	FVC-11/14/19		5.63
2078	010	0100	6116			2020	2020	2	11/18/2019	JVIA	JVIA11181900000000218	FVC 11/15-11/16/19		9.49
2078	010	0100	6116			2020	2020	2	11/19/2019	JVIA	JVIA11191900000000226	FVC 11/17-11/18/19		10.32
2078	010	0100	6116			2020	2020	2	11/20/2019	JVIA	JVIA11201900000000234	FVC 11/19/19		2.33
2078	010	0100	6116			2020	2020	2	11/21/2019	JVIA	JVIA11211900000000242	FVC 11/20/19		2.18
2078	010	0100	6116			2020	2020	2	11/22/2019	JVIA	JVIA11221900000000250	FVC 11/22/19		1.76
2078	010	0100	6116			2020	2020	2	11/25/2019	JVIA	JVIA11251900000000254	FVC-11/22-11/23		2.39
2078	010	0100	6116			2020	2020	2	11/27/2019	JVIA	JVIA11271900000000270	FVC-PAYDOWNS		2.86
2078	010	0100	6116			2020	2020	2	11/27/2019	JVIA	JVIA11271900000000262	FVC-11/244-11/26		10.17
2078	010	0100	6116			2020	2020	3	12/3/2019	JVIA	JVIA12031900000000286	FVC 12/2/19		-0.01
2078	010	0100	6116			2020	2020	6	3/10/2020	JVIA	JVIA03102000000000803	FVC 3/8-3/9/2020		-0.02
2078	010	0100	6116			2020	2020	6	3/16/2020	JVIA	JVIA03162000000000835	FVC 3/13-3/14/2020		0.01
2078	010	0100	6116			2020	2020	6	3/31/2020	JVIA	JVIA03312000000000923	FVC POS & SALES, MAR		0.03
2078	010	0100	6116			2020	2020	6	3/31/2020	JVIA	JVIA03312000000000927	FVC 3/29-3/30/2020		-0.02
2078	010	0100	6116			2020	2020	7	4/6/2020	JVIA	JVIA04062000000000959	FVC 4/3-4/4/2020		0.03
2078	010	0100	6116			2020	2020	7	4/15/2020	JVIA	JVIA0415200000001007	FVC 4/14/2020		0.02
2078	010	0100	6116			2020	2020	8	5/5/2020	JVIA	JVIA0505200000001111	FVC-5/1 - 5/4		-0.01
2078	010	0100	6116			2020	2020	8	5/18/2020	JVIA	JVIA0518200000001171	FVC 5/15-5/16/2020		-0.01
2078	010	0100	6116			2020	2020	9	6/1/2020	JVIA	JVIA0601200000001251	FVC 5/29/2020		0.13
2078	010	0100	6116			2020	2020	9	6/2/2020	JVIA	JVIA0602200000001263	FVC 5/30-6/1/2020		-30.85
2078	010	0100	6116			2020	2020	9	6/3/2020	JVIA	JVIA0603200000001271	FVC 6/2/2020		0.14
2078	010	0100	6116			2020	2020	9	6/4/2020	JVIA	JVIA0604200000001279	FVC 6/3/2020		0.07
2078	010	0100	6116			2020	2020	9	6/5/2020	JVIA	JVIA0605200000001287	FVC 6/4/2020		0.25
2078	010	0100	6116			2020	2020	9	6/9/2020	JVIA	JVIA0609200000001295	FVC 6/5-6/8/2020		-0.75
2078	010	0100	6116			2020	2020	9	6/10/2020	JVIA	JVIA0610200000001307	FVC 6/9/2020		0.10
2078	010	0100	6116			2020	2020	9	6/11/2020	JVIA	JVIA0611200000001319	FVC 6/10/2020		0.27
2078	010	0100	6116			2020	2020	9	6/15/2020	JVIA	JVIA0615200000001327	FVC 6/11-6/13/2020		1.14
2078	010	0100	6116			2020	2020	10	7/2/2020	JVIA	JVIA0702200000001435	FVC 7/1/2020		-0.01
Revenue Source 6937 Contributions from Teams of New BP of PB														
2078	810	4100	6937			2020	2020	1	11/1/2019	CR	FWT11011900000000116	INV# 2 R2015-1523 Section 6.2 Team Improvement Area Fee-Year 2 Payment Due 10/30/2019		-2,143,134.00
2078	810	4100	6937			2020	2020	1	11/1/2019	CR	FWT11011900000000116	INV# 2 R2015-1523 Section 6.2 Team Improvement Area Fee-Year 2 Payment Due 10/30/2019		2,143,134.00
2078	810	4100	6937			2020	2020	4	1/15/2020	JVA	01152000000000001171	To move invoice # 2 for Team Improvement FY19 to FY20. Invoice - Reversal Ref JVA 011520*1171		-2,143,134.00
Revenue Source 8314 Tr Fr TDC 1st Cent fd 1458														
2078	810	4100	8314			2020	2020	2	11/27/2019	IETT	11271900000000000071	To record budgeted inter-fund transfer from OFMB for November 2019 transfer schedule		-1,638,279.38

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 2078 65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof Sports Fac Pr
Dept: 810 Debt Service

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Date	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 8314 Tr Fr TDC 1st Cent fd 1458															
2078	810	4100	8314			2020	2020	9	6/15/2020		IETT	06122000000000000197	Budgeted Transfer for Debt Service Payments for May/June		-1,222,744.95
2078	810	4100	8314			2020	2020	10	7/20/2020		IETT	07162000000000000215	To record budget transfer from Fund 1458 to Funds 2078 for DS BNY Mellon Agent Fee		-675.37
Report Grand Total															-5,007,274.26

Revenue Summary

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Adopted</u> <u>Revenue Budget</u>	<u>Current</u> <u>Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
2020							
Fund 2079							
Unit 0100 Interest Distribution							
2079	010	0100	6110 Pool Interest Income	0.00	0.00	1,835.27	-1,835.27
2079	010	0100	6116 Change In Fair Value	0.00	0.00	-243.11	243.11
			Unit 0100	0.00	0.00	1,592.16	-1,592.16
Unit 4100 Revenue							
2079	810	4100	3517 State Sales Tax Contribution - Baseball	2,000,000.00	2,000,000.00	1,666,670.00	333,330.00
2079	810	4100	8314 Tr Fr TDC 1st Cent fd 1458	833,750.00	833,750.00	833,750.00	0.00
			Unit 4100	2,833,750.00	2,833,750.00	2,500,420.00	333,330.00
			Fund 2079	2,833,750.00	2,833,750.00	2,502,012.16	331,737.84

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports Fac Proj
Dept: 810 Debt Service

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 3517 State Sales Tax Contribution - Baseball														
2079	810	4100	3517			2020	2020	1	10/3/2019	CR	FWT100319000000000015	10/03/19 STATE SALES TAX CONTRIBUTION FOR FY 2020, PAYMENT #01		-166,667.00
2079	810	4100	3517			2020	2020	2	11/6/2019	CR	FWT110619000000000137	11/06/19 STATE SALES TAX CONTRIBUTION FOR FY 2020, PAYMENT #02		-166,667.00
2079	810	4100	3517			2020	2020	3	12/6/2019	CR	FWT120619000000000245	12/06/19 STATE SALES TAX CONTRIBUTION FOR FY 2020, PAYMENT #03		-166,667.00
2079	810	4100	3517			2020	2020	4	1/6/2020	CR	FWT010620000000000355	01/06/20 STATE SALES TAX CONTRIBUTION FOR FY 2020, PAYMENT #04		-166,667.00
2079	810	4100	3517			2020	2020	5	2/5/2020	CR	FWT020520000000000470	02/05/20 STATE SALES TAX CONTRIBUTION FOR FY 2020, PAYMENT #05		-166,667.00
2079	810	4100	3517			2020	2020	6	3/4/2020	CR	FWT030420000000000579	03/04/20 STATE SALES TAX CONTRIBUTION FOR FY 2020, PAYMENT #06		-166,667.00
2079	810	4100	3517			2020	2020	7	4/6/2020	CR	FWT040620000000000698	04/06/20 STATE SALES TAX CONTRIBUTION FOR FY 2020, PAYMENT #07		-166,667.00
2079	810	4100	3517			2020	2020	8	5/5/2020	CR	FWT050520000000000806	05/05/20 STATE SALES TAX CONTRIBUTION FOR FY 2020, PAYMENT #08		-166,667.00
2079	810	4100	3517			2020	2020	9	6/3/2020	CR	FWT060320000000000912	06/03/20 STATE SALES TAX CONTRIBUTION FOR FY 2020, PAYMENT #09		-166,667.00
2079	810	4100	3517			2020	2020	10	7/10/2020	CR	FWT071020000000001065	07/10/20 STATE SALES TAX CONTRIBUTION FOR FY 2020, PAYMENT #10		-166,667.00
Revenue Source 6110 Pool Interest Income														
2079	010	0100	6110			2020	2020	1	10/2/2019	JVIA	JVIA100219000000000002	ALL 10/1/19		-0.19
2079	010	0100	6110			2020	2020	1	10/3/2019	JVIA	JVIA10031900000000014	ALL-10/2/19		-0.19
2079	010	0100	6110			2020	2020	1	10/4/2019	JVIA	JVIA10041900000000022	ALL-10/3/19		-0.19
2079	010	0100	6110			2020	2020	1	10/7/2019	JVIA	JVIA10071900000000030	ALL-10/4-10/6		-34.51
2079	010	0100	6110			2020	2020	1	10/8/2019	JVIA	JVIA10081900000000038	ALL-10/7/19		-11.68
2079	010	0100	6110			2020	2020	1	10/10/2019	JVIA	JVIA10101900000000046	ALL-10/9/19		-11.75
2079	010	0100	6110			2020	2020	1	10/15/2019	JVIA	JVIA10151900000000054	ALL-10/10/19		-11.76
2079	010	0100	6110			2020	2020	1	10/15/2019	JVIA	JVIA10151900000000058	ALL 10/11/19		-11.74
2079	010	0100	6110			2020	2020	1	10/16/2019	JVIA	JVIA10161900000000066	ALL 10/12-10/15/19		-45.29
2079	010	0100	6110			2020	2020	1	10/17/2019	JVIA	JVIA10171900000000074	ALL 10/16/19		-11.26
2079	010	0100	6110			2020	2020	1	10/21/2019	JVIA	JVIA10211900000000082	ALL 10/17-10/20/19		-41.48
2079	010	0100	6110			2020	2020	1	10/22/2019	JVIA	JVIA10221900000000090	ALL 10/21/19		-11.21
2079	010	0100	6110			2020	2020	1	10/23/2019	JVIA	JVIA10231900000000098	ALL 10/22/19		-11.20
2079	010	0100	6110			2020	2020	1	10/24/2019	JVIA	JVIA1024190000000106	ALL 10/23/19		-11.16
2079	010	0100	6110			2020	2020	1	10/25/2019	JVIA	JVIA1025190000000114	ALL 10/24/19		-11.17
2079	010	0100	6110			2020	2020	1	10/28/2019	JVIA	JVIA1028190000000122	ALL 10/25-10/27/19		-31.67
2079	010	0100	6110			2020	2020	1	10/31/2019	JVIA	JVIA1031190000000130	ALL 10/28-10/30/19		-31.11
2079	010	0100	6110			2020	2020	2	11/1/2019	JVIA	JVIA1101190000000138	ALL 10/31/19		-8.80
2079	010	0100	6110			2020	2020	2	11/4/2019	JVIA	JVIA1104190000000150	ALL 11/1-11/3/19		-30.88

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports Fac Proj
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
2079	010	0100	6110			2020	2020	2	11/5/2019	JVIA	JVIA1105190000000158	ALL 11/4/19		-9.62
2079	010	0100	6110			2020	2020	2	11/7/2019	JVIA	JVIA1107190000000170	ALL-11/5 - 11/6		-20.25
2079	010	0100	6110			2020	2020	2	11/8/2019	JVIA	JVIA1108190000000178	ALL-11/7/19		-20.30
2079	010	0100	6110			2020	2020	2	11/12/2019	JVIA	JVIA1112190000000186	ALL - 11/8 - 11/10		-61.04
2079	010	0100	6110			2020	2020	2	11/13/2019	JVIA	JVIA1113190000000194	ALL-11/11 - 11/12		-40.80
2079	010	0100	6110			2020	2020	2	11/14/2019	JVIA	JVIA1114190000000202	ALL-11/13		-20.43
2079	010	0100	6110			2020	2020	2	11/15/2019	JVIA	JVIA1115190000000210	ALL-11/14/19		-20.38
2079	010	0100	6110			2020	2020	2	11/18/2019	JVIA	JVIA1118190000000214	ALL 11/15-11/16/19		-40.81
2079	010	0100	6110			2020	2020	2	11/19/2019	JVIA	JVIA1119190000000222	ALL 11/17-11/18/19		-40.60
2079	010	0100	6110			2020	2020	2	11/20/2019	JVIA	JVIA1120190000000230	ALL 11/19/19		-20.34
2079	010	0100	6110			2020	2020	2	11/21/2019	JVIA	JVIA1121190000000238	ALL 11/20/19		-20.01
2079	010	0100	6110			2020	2020	2	11/22/2019	JVIA	JVIA1122190000000246	ALL 11/22/19		-19.03
2079	010	0100	6110			2020	2020	2	11/25/2019	JVIA	JVIA1125190000000258	ALL-11/22-11/23		-38.04
2079	010	0100	6110			2020	2020	2	11/27/2019	JVIA	JVIA1127190000000266	ALL-1/24-11/26		-59.86
2079	010	0100	6110			2020	2020	3	12/2/2019	JVIA	JVIA1202190000000274	ALL 11/27-12/1/19		74.15
2079	010	0100	6110			2020	2020	3	12/3/2019	JVIA	JVIA1203190000000282	ALL 12/2/19		14.77
2079	010	0100	6110			2020	2020	3	12/5/2019	JVIA	JVIA1205190000000290	ALL 12/3-12/4/19		24.16
2079	010	0100	6110			2020	2020	3	12/6/2019	JVIA	JVIA1206190000000298	ALL 12/5/19		12.06
2079	010	0100	6110			2020	2020	3	12/10/2019	JVIA	JVIA1210190000000310	ALL-12/6-12/7		7.98
2079	010	0100	6110			2020	2020	3	12/10/2019	JVIA	JVIA1210190000000318	ALL-12/9		3.99
2079	010	0100	6110			2020	2020	3	12/11/2019	JVIA	JVIA1211190000000326	ALL-12/10		3.99
2079	010	0100	6110			2020	2020	3	12/12/2019	JVIA	JVIA1212190000000334	ALL-12/11		3.59
2079	010	0100	6110			2020	2020	3	12/13/2019	JVIA	JVIA1213190000000342	ALL-12/12		3.55
2079	010	0100	6110			2020	2020	3	12/16/2019	JVIA	JVIA1216190000000346	ALL 12/13-12/14/19		8.59
2079	010	0100	6110			2020	2020	3	12/17/2019	JVIA	JVIA1217190000000354	ALL 12/15-12/16/19		8.82
2079	010	0100	6110			2020	2020	3	12/18/2019	JVIA	JVIA1218190000000362	ALL 12/17/19		4.47
2079	010	0100	6110			2020	2020	3	12/19/2019	JVIA	JVIA1219190000000370	ALL 12/18/19		4.84
2079	010	0100	6110			2020	2020	3	12/20/2019	JVIA	JVIA1220190000000378	ALL 12/19/19		4.84
2079	010	0100	6110			2020	2020	3	12/23/2019	JVIA	JVIA1223190000000386	ALL 12/20-12/22/19		14.58
2079	010	0100	6110			2020	2020	3	12/26/2019	JVIA	JVIA1226190000000394	ALL 12/23-12/24/19		9.74
2079	010	0100	6110			2020	2020	3	12/27/2019	JVIA	JVIA1227190000000402	ALL 12/25-12/26/19		9.37
2079	010	0100	6110			2020	2020	3	12/30/2019	JVIA	JVIA1230190000000410	ALL 12/27-12/29/19		14.48
2079	010	0100	6110			2020	2020	3	12/31/2019	JVIA	JVIA1231190000000422	ALL 12/30/19		4.80
2079	010	0100	6110			2020	2020	4	1/2/2020	JVIA	JVIA0102200000000430	ALL 12/31/19		4.08
2079	010	0100	6110			2020	2020	4	1/3/2020	JVIA	JVIA0103200000000438	ALL 1/1-1/2/20		9.58
2079	010	0100	6110			2020	2020	4	1/6/2020	JVIA	JVIA0106200000000446	ALL 1/3-1/4/20		9.53
2079	010	0100	6110			2020	2020	4	1/7/2020	JVIA	JVIA0107200000000454	ALL 1/5-1/6/2020		-9.71
2079	010	0100	6110			2020	2020	4	1/8/2020	JVIA	JVIA0108200000000462	ALL 1/7/2020		-4.87

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Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
2079	010	0100	6110			2020	2020	4	1/9/2020	JVIA	JVIA0109200000000470	ALL 1/8/2020		-4.86
2079	010	0100	6110			2020	2020	4	1/10/2020	JVIA	JVIA0110200000000478	ALL 1/9/2020		-4.88
2079	010	0100	6110			2020	2020	4	1/13/2020	JVIA	JVIA0113200000000486	ALL 1/10-1/11/2020		-9.75
2079	010	0100	6110			2020	2020	4	1/14/2020	JVIA	JVIA0114200000000494	ALL 1/12-1/13/2020		-9.74
2079	010	0100	6110			2020	2020	4	1/15/2020	JVIA	JVIA0115200000000502	ALL 1/14/2020		-4.87
2079	010	0100	6110			2020	2020	4	1/16/2020	JVIA	JVIA0116200000000510	ALL 1/15/2020		-4.80
2079	010	0100	6110			2020	2020	4	1/17/2020	JVIA	JVIA0117200000000518	ALL 1/16/2020		-4.80
2079	010	0100	6110			2020	2020	4	1/21/2020	JVIA	JVIA0121200000000526	ALL 1/17-1/20/2020		-19.24
2079	010	0100	6110			2020	2020	4	1/22/2020	JVIA	JVIA0122200000000534	ALL 1/21/2020		-4.83
2079	010	0100	6110			2020	2020	4	1/23/2020	JVIA	JVIA0123200000000546	ALL-1/22/2020		-4.83
2079	010	0100	6110			2020	2020	4	1/24/2020	JVIA	JVIA0124200000000554	ALL-1/23/2020		-4.81
2079	010	0100	6110			2020	2020	4	1/27/2020	JVIA	JVIA0127200000000562	ALL-1/24-1/25		-9.61
2079	010	0100	6110			2020	2020	4	1/28/2020	JVIA	JVIA0128200000000567	ALL-1/26/2020		-4.81
2079	010	0100	6110			2020	2020	4	1/29/2020	JVIA	JVIA0129200000000571	ALL 1/27-1/28/2020		-9.63
2079	010	0100	6110			2020	2020	4	1/30/2020	JVIA	JVIA0130200000000579	ALL 1/29/2020		-4.85
2079	010	0100	6110			2020	2020	4	1/31/2020	JVIA	JVIA0131200000000591	ALL 1/30/2020		-4.85
2079	010	0100	6110			2020	2020	5	2/3/2020	JVIA	JVIA0203200000000599	ALL 1/31-2/1/2020		-8.91
2079	010	0100	6110			2020	2020	5	2/4/2020	JVIA	JVIA0204200000000607	ALL 2/2-2/3/2020		-9.64
2079	010	0100	6110			2020	2020	5	2/5/2020	JVIA	JVIA0205200000000615	ALL 2/4/2020		-4.81
2079	010	0100	6110			2020	2020	5	2/6/2020	JVIA	JVIA0206200000000623	ALL 2/5/2020		-14.39
2079	010	0100	6110			2020	2020	5	2/7/2020	JVIA	JVIA0207200000000631	ALL 2/6/2020		-14.45
2079	010	0100	6110			2020	2020	5	2/10/2020	JVIA	JVIA0210200000000639	ALL 2/7-2/8/2020		-28.76
2079	010	0100	6110			2020	2020	5	2/11/2020	JVIA	JVIA0211200000000647	ALL 2/9-2/10/2020		-28.85
2079	010	0100	6110			2020	2020	5	2/12/2020	JVIA	JVIA0212200000000655	ALL 2/11/2020		-14.41
2079	010	0100	6110			2020	2020	5	2/13/2020	JVIA	JVIA0213200000000663	ALL 2/12/2020		-14.16
2079	010	0100	6110			2020	2020	5	2/14/2020	JVIA	JVIA0214200000000671	ALL 2/13/2020		-14.17
2079	010	0100	6110			2020	2020	5	2/18/2020	JVIA	JVIA0218200000000679	ALL 2/14-2/16/2020		-42.60
2079	010	0100	6110			2020	2020	5	2/19/2020	JVIA	JVIA0219200000000687	ALL 2/17-2/18/2020		-28.46
2079	010	0100	6110			2020	2020	5	2/20/2020	JVIA	JVIA0220200000000695	ALL 2/19/2020		-14.21
2079	010	0100	6110			2020	2020	5	2/21/2020	JVIA	JVIA0221200000000701	ALL 2/20/2020		-14.38
2079	010	0100	6110			2020	2020	5	2/24/2020	JVIA	JVIA0224200000000709	ALL 2/21-2/22/2020		-28.69
2079	010	0100	6110			2020	2020	5	2/25/2020	JVIA	JVIA0225200000000717	ALL 2/23-2/24/2020		-28.12
2079	010	0100	6110			2020	2020	5	2/26/2020	JVIA	JVIA0226200000000729	ALL-2/25/20		-13.96
2079	010	0100	6110			2020	2020	5	2/27/2020	JVIA	JVIA0227200000000733	ALL 2/26/2020		-14.04
2079	010	0100	6110			2020	2020	5	2/28/2020	JVIA	JVIA0228200000000745	ALL 2/27/2020		-13.94
2079	010	0100	6110			2020	2020	6	3/2/2020	JVIA	JVIA0302200000000752	ALL 2/28-2/29/2020		-29.78
2079	010	0100	6110			2020	2020	6	3/3/2020	JVIA	JVIA0303200000000760	ALL 3/1-3/2/2020		-27.83

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Revenue Source 6110 Pool Interest Income														
2079	010	0100	6110			2020	2020	6	3/4/2020	JVIA	JVIA0304200000000768	ALL 3/3/2020		-13.89
2079	010	0100	6110			2020	2020	6	3/5/2020	JVIA	JVIA0305200000000776	ALL 3/4/2020		-22.46
2079	010	0100	6110			2020	2020	6	3/6/2020	JVIA	JVIA0306200000000783	ALL 3/5/2020		-21.09
2079	010	0100	6110			2020	2020	6	3/9/2020	JVIA	JVIA0309200000000791	ALL 3/6-3/7/2020		-43.51
2079	010	0100	6110			2020	2020	6	3/10/2020	JVIA	JVIA0310200000000799	ALL 3/8-3/9/2020		-43.57
2079	010	0100	6110			2020	2020	6	3/11/2020	JVIA	JVIA0311200000000807	ALL 3/10/2020		-21.75
2079	010	0100	6110			2020	2020	6	3/12/2020	JVIA	JVIA0312200000000815	ALL 3/11/2020		-21.65
2079	010	0100	6110			2020	2020	6	3/13/2020	JVIA	JVIA0313200000000823	ALL 3/12/2020		-21.65
2079	010	0100	6110			2020	2020	6	3/16/2020	JVIA	JVIA0316200000000831	ALL 3/13-3/14/2020		-43.22
2079	010	0100	6110			2020	2020	6	3/17/2020	JVIA	JVIA0317200000000839	ALL 3/15-3/16/2020		-43.34
2079	010	0100	6110			2020	2020	6	3/18/2020	JVIA	JVIA0318200000000847	ALL 3/17/2020		-20.13
2079	010	0100	6110			2020	2020	6	3/19/2020	JVIA	JVIA0319200000000855	ALL 3/18/2020		-18.62
2079	010	0100	6110			2020	2020	6	3/20/2020	JVIA	JVIA0320200000000863	ALL 3/19/2020		-18.60
2079	010	0100	6110			2020	2020	6	3/23/2020	JVIA	JVIA0323200000000871	ALL 3/20-3/21/2020		-36.46
2079	010	0100	6110			2020	2020	6	3/24/2020	JVIA	JVIA0324200000000879	ALL 3/22-3/23/2020		-36.27
2079	010	0100	6110			2020	2020	6	3/25/2020	JVIA	JVIA0325200000000891	ALL-3/24/20		-18.10
2079	010	0100	6110			2020	2020	6	3/26/2020	JVIA	JVIA0326200000000895	ALL 3/25/2020		-17.71
2079	010	0100	6110			2020	2020	6	3/27/2020	JVIA	JVIA0327200000000907	ALL - 3/26/20		-17.58
2079	010	0100	6110			2020	2020	6	3/30/2020	JVIA	JVIA0330200000000911	ALL 3/27-3/28/2020		-34.82
2079	010	0100	6110			2020	2020	6	3/31/2020	JVIA	JVIA0331200000000919	ALL 3/29-3/30/2020		-34.80
2079	010	0100	6110			2020	2020	7	4/1/2020	JVIA	JVIA0401200000000931	ALL 3/31/2020		-14.28
2079	010	0100	6110			2020	2020	7	4/2/2020	JVIA	JVIA0402200000000939	ALL 4/1/2020		-17.36
2079	010	0100	6110			2020	2020	7	4/3/2020	JVIA	JVIA0403200000000951	ALL-4/2/20		17.35
2079	010	0100	6110			2020	2020	7	4/6/2020	JVIA	JVIA0406200000000955	ALL 4/3-4/4/2020		-34.62
2079	010	0100	6110			2020	2020	7	4/7/2020	JVIA	JVIA0407200000000963	ALL 4/5-4/6/2020		-34.80
2079	010	0100	6110			2020	2020	7	4/8/2020	JVIA	JVIA0408200000000971	ALL 4/7/2020		-24.46
2079	010	0100	6110			2020	2020	7	4/9/2020	JVIA	JVIA0409200000000979	ALL 4/8/2020		-24.40
2079	010	0100	6110			2020	2020	7	4/13/2020	JVIA	JVIA0413200000000987	ALL 4/9-4/11/2020		-72.36
2079	010	0100	6110			2020	2020	7	4/14/2020	JVIA	JVIA0414200000000999	ALL-4/12-4/13		-48.47
2079	010	0100	6110			2020	2020	7	4/15/2020	JVIA	JVIA0415200000001003	ALL 4/14/2020		-24.25
2079	010	0100	6110			2020	2020	7	4/16/2020	JVIA	JVIA0416200000001011	ALL 4/15/2020		-21.68
2079	010	0100	6110			2020	2020	7	4/17/2020	JVIA	JVIA0417200000001019	ALL-4/16/20		-22.70
2079	010	0100	6110			2020	2020	7	4/20/2020	JVIA	JVIA0420200000001027	ALL 4/17-4/18/2020		-45.36
2079	010	0100	6110			2020	2020	7	4/21/2020	JVIA	JVIA0421200000001035	ALL 4/19-4/20/2020		-45.35
2079	010	0100	6110			2020	2020	7	4/22/2020	JVIA	JVIA0422200000001043	ALL 4/21/2020		-22.69
2079	010	0100	6110			2020	2020	7	4/23/2020	JVIA	JVIA0423200000001051	ALL 4/22/2020		-22.67
2079	010	0100	6110			2020	2020	7	4/24/2020	JVIA	JVIA0424200000001059	ALL-4/23/20		-22.65
2079	010	0100	6110			2020	2020	7	4/27/2020	JVIA	JVIA0427200000001067	ALL 4/24-4/25/2020		-42.12

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Revenue Source 6110 Pool Interest Income														
2079	010	0100	6110			2020	2020	7	4/28/2020	JVIA	JVIA04282000000001075	ALL 4/26-4/27/2020		-42.05
2079	010	0100	6110			2020	2020	7	4/29/2020	JVIA	JVIA04292000000001083	ALL 4/28/2020		-21.02
2079	010	0100	6110			2020	2020	7	4/30/2020	JVIA	JVIA04302000000001091	ALL 4/29/2020		-20.92
2079	010	0100	6110			2020	2020	8	5/1/2020	JVIA	JVIA05012000000001107	ALL 4/30/20		-21.03
2079	010	0100	6110			2020	2020	8	5/5/2020	JVIA	JVIA05052000000001115	ALL 5/1-5/4		-84.40
2079	010	0100	6110			2020	2020	8	5/8/2020	JVIA	JVIA05082000000001123	ALL 5/5-5/7		-64.37
2079	010	0100	6110			2020	2020	8	5/11/2020	JVIA	JVIA05112000000001127	ALL 5/8-5/9/2020		-54.78
2079	010	0100	6110			2020	2020	8	5/12/2020	JVIA	JVIA05122000000001135	ALL 5/10-5/11/2020		-54.61
2079	010	0100	6110			2020	2020	8	5/13/2020	JVIA	JVIA05132000000001143	ALL 5/12/2020		-27.29
2079	010	0100	6110			2020	2020	8	5/14/2020	JVIA	JVIA05142000000001151	ALL 5/13/2020		-27.15
2079	010	0100	6110			2020	2020	8	5/15/2020	JVIA	JVIA05152000000001163	ALL 5/14/20		27.31
2079	010	0100	6110			2020	2020	8	5/18/2020	JVIA	JVIA05182000000001175	ALL 5/14/2020		-27.43
2079	010	0100	6110			2020	2020	8	5/18/2020	JVIA	JVIA05182000000001167	ALL 5/15-5/16/2020		-54.77
2079	010	0100	6110			2020	2020	8	5/18/2020	JVIA	JVIA05182000000001179	ALL 5/14/2020		-27.43
2079	010	0100	6110			2020	2020	8	5/19/2020	JVIA	JVIA05192000000001183	ALL 5/17-5/18/2020		-54.84
2079	010	0100	6110			2020	2020	8	5/20/2020	JVIA	JVIA05202000000001191	ALL 5/19/2020		-27.42
2079	010	0100	6110			2020	2020	8	5/21/2020	JVIA	JVIA05212000000001199	ALL 5/20/2020		-27.35
2079	010	0100	6110			2020	2020	8	5/22/2020	JVIA	JVIA05222000000001207	ALL 5/21/202		-27.34
2079	010	0100	6110			2020	2020	8	5/26/2020	JVIA	JVIA05262000000001215	ALL 5/22-5/23/2020		-54.68
2079	010	0100	6110			2020	2020	8	5/27/2020	JVIA	JVIA05272000000001223	ALL 5/24-5/26/2020		-82.11
2079	010	0100	6110			2020	2020	8	5/28/2020	JVIA	JVIA05282000000001231	ALL 5/27/2020		-27.44
2079	010	0100	6110			2020	2020	8	5/29/2020	JVIA	JVIA05292000000001247	ALL 5/28/20		-27.56
2079	010	0100	6110			2020	2020	9	6/1/2020	JVIA	JVIA06012000000001255	ALL 5/29/2020		24.59
2079	010	0100	6110			2020	2020	9	6/2/2020	JVIA	JVIA06022000000001259	ALL 5/30-6/1/2020		71.43
2079	010	0100	6110			2020	2020	9	6/3/2020	JVIA	JVIA06032000000001267	ALL 6/2/2020		24.43
2079	010	0100	6110			2020	2020	9	6/4/2020	JVIA	JVIA06042000000001275	ALL 6/3/2020		24.54
2079	010	0100	6110			2020	2020	9	6/5/2020	JVIA	JVIA06052000000001283	ALL 6/4/2020		18.42
2079	010	0100	6110			2020	2020	9	6/9/2020	JVIA	JVIA06092000000001291	6/5-6/8/2020		74.34
2079	010	0100	6110			2020	2020	9	6/10/2020	JVIA	JVIA06102000000001311	ALL 6/5-6/8/2020		74.51
2079	010	0100	6110			2020	2020	9	6/10/2020	JVIA	JVIA06102000000001303	ALL 6/9/2020		18.53
2079	010	0100	6110			2020	2020	9	6/10/2020	JVIA	JVIA06102000000001299	ALL ADJ 5/18/2020		-37.40
2079	010	0100	6110			2020	2020	9	6/11/2020	JVIA	JVIA06112000000001315	ALL 6/10/2020		18.59
2079	010	0100	6110			2020	2020	9	6/15/2020	JVIA	JVIA06152000000001323	ALL 6/11-6/13/2020		55.92
2079	010	0100	6110			2020	2020	9	6/16/2020	JVIA	JVIA06162000000001331	ALL 6/14-6/15/2020		37.40
2079	010	0100	6110			2020	2020	9	6/17/2020	JVIA	JVIA06172000000001339	ALL 6/16/2020		18.77
2079	010	0100	6110			2020	2020	9	6/18/2020	JVIA	JVIA06182000000001347	ALL 6/17/2020		18.74
2079	010	0100	6110			2020	2020	9	6/19/2020	JVIA	JVIA06192000000001355	ALL 6/18/2020		18.77

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Revenue Source 6110 Pool Interest Income														
2079	010	0100	6110			2020	2020	9	6/22/2020	JVIA	JVIA06222000000001367	ALL-6/19-6/20		37.55
2079	010	0100	6110			2020	2020	9	6/23/2020	JVIA	JVIA06232000000001375	ALL-6/21-6/22		37.55
2079	010	0100	6110			2020	2020	9	6/24/2020	JVIA	JVIA06242000000001383	ALL-6/23/20		18.78
2079	010	0100	6110			2020	2020	9	6/25/2020	JVIA	JVIA06252000000001387	ALL-6/24/2020		18.85
2079	010	0100	6110			2020	2020	9	6/26/2020	JVIA	JVIA06262000000001395	ALL-6/25/2020		18.87
2079	010	0100	6110			2020	2020	9	6/29/2020	JVIA	JVIA06292000000001403	ALL-6/26-6/27/2020		37.71
2079	010	0100	6110			2020	2020	9	6/30/2020	JVIA	JVIA06302000000001415	ALL-6/28-6/29/2020		37.70
2079	010	0100	6110			2020	2020	10	7/1/2020	JVIA	JVIA07012000000001427	ALL-6/30/20		18.99
2079	010	0100	6110			2020	2020	10	7/2/2020	JVIA	JVIA07022000000001431	ALL-7/1/2020		19.01
2079	010	0100	6110			2020	2020	10	7/7/2020	JVIA	JVIA07072000000001443	ALL-7/2-7/6/2020		95.96
2079	010	0100	6110			2020	2020	10	7/9/2020	JVIA	JVIA07092000000001447	ALL-7/7-7/8/2020		37.77
2079	010	0100	6110			2020	2020	10	7/10/2020	JVIA	JVIA07102000000001455	ALL-7/9/2020		18.94
2079	010	0100	6110			2020	2020	10	7/13/2020	JVIA	JVIA07132000000001465	ALL-7/10/20		12.65
2079	010	0100	6110			2020	2020	10	7/14/2020	JVIA	JVIA07142000000001469	ALL-7/11-7/13		38.03
2079	010	0100	6110			2020	2020	10	7/15/2020	JVIA	JVIA07152000000001477	ALL-7/14/20		12.69
2079	010	0100	6110			2020	2020	10	7/16/2020	JVIA	JVIA07162000000001485	ALL-7/15/2020		12.78
2079	010	0100	6110			2020	2020	10	7/17/2020	JVIA	JVIA07172000000001493	ALL-7/16/2020		12.80
2079	010	0100	6110			2020	2020	10	7/20/2020	JVIA	JVIA07202000000001501	ALL-7/17/2020		12.87
2079	010	0100	6110			2020	2020	10	7/21/2020	JVIA	JVIA07212000000001509	ALL-7/18-7/20/2020		38.48
2079	010	0100	6110			2020	2020	10	7/22/2020	JVIA	JVIA07222000000001517	ALL-7/21/2020		12.83
2079	010	0100	6110			2020	2020	10	7/23/2020	JVIA	JVIA07232000000001525	ALL-7/22/2020		12.87
2079	010	0100	6110			2020	2020	10	7/24/2020	JVIA	JVIA07242000000001533	ALL-7/23/2020		12.92
2079	010	0100	6110			2020	2020	10	7/27/2020	JVIA	JVIA07272000000001544	ALL-7/24/2020		12.89
2079	010	0100	6110			2020	2020	10	7/28/2020	JVIA	JVIA07282000000001548	ALL-7/25-7/27/2020		38.73
2079	010	0100	6110			2020	2020	10	7/29/2020	JVIA	JVIA07292000000001560	ALL-7/28/2020		12.79
Revenue Source 6116 Change In Fair Value														
2079	010	0100	6116			2020	2020	1	10/2/2019	JVIA	JVIA10021900000000006	FVC 10/1/19		-0.09
2079	010	0100	6116			2020	2020	1	10/3/2019	JVIA	JVIA10031900000000010	FVC - 10/2/19		0.01
2079	010	0100	6116			2020	2020	1	10/4/2019	JVIA	JVIA10041900000000018	FVC-10-3/19		0.01
2079	010	0100	6116			2020	2020	1	10/7/2019	JVIA	JVIA10071900000000026	FVC-10/4-10/6		0.39
2079	010	0100	6116			2020	2020	1	10/8/2019	JVIA	JVIA10081900000000034	FVC-10/7/19		0.99
2079	010	0100	6116			2020	2020	1	10/10/2019	JVIA	JVIA10101900000000042	FVC-10/9/19		0.33
2079	010	0100	6116			2020	2020	1	10/15/2019	JVIA	JVIA10151900000000050	FVC-10/10/19		0.28
2079	010	0100	6116			2020	2020	1	10/15/2019	JVIA	JVIA10151900000000062	FVC 10/11/19		0.58
2079	010	0100	6116			2020	2020	1	10/16/2019	JVIA	JVIA10161900000000070	FVC 10/12-10/15/19		9.49
2079	010	0100	6116			2020	2020	1	10/17/2019	JVIA	JVIA10171900000000078	FVC 10/16/19		0.37
2079	010	0100	6116			2020	2020	1	10/21/2019	JVIA	JVIA10211900000000086	FVC 10/17-10/20/19		1.59

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports Fac Proj
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
2079	010	0100	6116			2020	2020	1	10/22/2019	JVIA	JVIA1022190000000094	FVC 10/21/19		1.00
2079	010	0100	6116			2020	2020	1	10/23/2019	JVIA	JVIA1023190000000102	FVC 10/22/19		0.38
2079	010	0100	6116			2020	2020	1	10/24/2019	JVIA	JVIA1024190000000110	FVC 10/23/19		0.28
2079	010	0100	6116			2020	2020	1	10/25/2019	JVIA	JVIA1025190000000118	FVC 10/24/19		0.33
2079	010	0100	6116			2020	2020	1	10/28/2019	JVIA	JVIA1028190000000126	FVC 10/25-10/27/19		0.41
2079	010	0100	6116			2020	2020	1	10/31/2019	JVIA	JVIA1031190000000134	FVC 10/28-10/30/19		1.86
2079	010	0100	6116			2020	2020	2	11/1/2019	JVIA	JVIA1101190000000146	FVC OCT PAYDOWNS		11.59
2079	010	0100	6116			2020	2020	2	11/1/2019	JVIA	JVIA1101190000000142	FVC 10/31/19		0.18
2079	010	0100	6116			2020	2020	2	11/4/2019	JVIA	JVIA1104190000000154	FVC 11/1-11/3/19		0.90
2079	010	0100	6116			2020	2020	2	11/5/2019	JVIA	JVIA1105190000000162	FVC 11/4/19		1.37
2079	010	0100	6116			2020	2020	2	11/7/2019	JVIA	JVIA1107190000000166	FVC-11/5 - 11/6		0.92
2079	010	0100	6116			2020	2020	2	11/8/2019	JVIA	JVIA1108190000000174	FVC-11/7/19		0.95
2079	010	0100	6116			2020	2020	2	11/12/2019	JVIA	JVIA1112190000000182	FVC-11/8 - 11/10		1.08
2079	010	0100	6116			2020	2020	2	11/13/2019	JVIA	JVIA1113190000000190	FVC-11/11 - 11/12		4.19
2079	010	0100	6116			2020	2020	2	11/14/2019	JVIA	JVIA1114190000000198	FVC-11/13/19		0.95
2079	010	0100	6116			2020	2020	2	11/15/2019	JVIA	JVIA1115190000000206	FVC-11/14/19		0.88
2079	010	0100	6116			2020	2020	2	11/18/2019	JVIA	JVIA1118190000000218	FVC 11/15-11/16/19		1.48
2079	010	0100	6116			2020	2020	2	11/19/2019	JVIA	JVIA1119190000000226	FVC 11/17-11/18/19		1.61
2079	010	0100	6116			2020	2020	2	11/20/2019	JVIA	JVIA1120190000000234	FVC 11/19/19		0.36
2079	010	0100	6116			2020	2020	2	11/21/2019	JVIA	JVIA1121190000000242	FVC 11/20/19		0.34
2079	010	0100	6116			2020	2020	2	11/22/2019	JVIA	JVIA1122190000000250	FVC 11/22/19		0.27
2079	010	0100	6116			2020	2020	2	11/25/2019	JVIA	JVIA1125190000000254	FVC-11/22-11/23		0.37
2079	010	0100	6116			2020	2020	2	11/27/2019	JVIA	JVIA1127190000000270	FVC-PAYDOWNS		0.45
2079	010	0100	6116			2020	2020	2	11/27/2019	JVIA	JVIA1127190000000262	FVC-11/244-11/26		1.58
2079	010	0100	6116			2020	2020	3	12/2/2019	JVIA	JVIA1202190000000278	FVC 11/27-12/1/19		-0.70
2079	010	0100	6116			2020	2020	3	12/3/2019	JVIA	JVIA1203190000000286	FVC 12/2/19		2.19
2079	010	0100	6116			2020	2020	3	12/5/2019	JVIA	JVIA1205190000000294	FVC 12/3-12/4/19		-0.42
2079	010	0100	6116			2020	2020	3	12/6/2019	JVIA	JVIA1206190000000302	FVC 12/5/19		-0.19
2079	010	0100	6116			2020	2020	3	12/10/2019	JVIA	JVIA1210190000000306	FVC-12/6-12/7		-0.16
2079	010	0100	6116			2020	2020	3	12/10/2019	JVIA	JVIA1210190000000314	FVC-12/9		-0.22
2079	010	0100	6116			2020	2020	3	12/11/2019	JVIA	JVIA1211190000000322	FVC-12/7		-0.07
2079	010	0100	6116			2020	2020	3	12/12/2019	JVIA	JVIA1212190000000330	FVC-2/11		-0.06
2079	010	0100	6116			2020	2020	3	12/13/2019	JVIA	JVIA1213190000000338	FVC-12/12		-0.06
2079	010	0100	6116			2020	2020	3	12/16/2019	JVIA	JVIA1216190000000350	FVC 12/13-12/14/19		-1.31
2079	010	0100	6116			2020	2020	3	12/17/2019	JVIA	JVIA1217190000000358	FVC 12/15-12/16/19		-0.43
2079	010	0100	6116			2020	2020	3	12/18/2019	JVIA	JVIA1218190000000366	FVC 12/17/19		-0.06
2079	010	0100	6116			2020	2020	3	12/19/2019	JVIA	JVIA1219190000000374	FVC 12/18/19		-0.07
2079	010	0100	6116			2020	2020	3	12/20/2019	JVIA	JVIA1220190000000382	FVC 12/19/19		-0.05

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
2079	010	0100	6116			2020	2020	5	2/18/2020	JVIA	JVIA0218200000000683	FVC 2/14-2/16/2020		-2.23
2079	010	0100	6116			2020	2020	5	2/19/2020	JVIA	JVIA0219200000000691	FVC 2/17-1/18/2020		6.15
2079	010	0100	6116			2020	2020	5	2/21/2020	JVIA	JVIA0221200000000705	FVC 2/20/2020		0.04
2079	010	0100	6116			2020	2020	5	2/24/2020	JVIA	JVIA0224200000000713	FVC 2/21-2/22/2020		0.13
2079	010	0100	6116			2020	2020	5	2/25/2020	JVIA	JVIA0225200000000721	FVC 2/23-2/24/2020		0.18
2079	010	0100	6116			2020	2020	5	2/26/2020	JVIA	JVIA0226200000000725	FVC 2/25/20		0.06
2079	010	0100	6116			2020	2020	5	2/27/2020	JVIA	JVIA0227200000000737	FVC 2/26/2020		0.09
2079	010	0100	6116			2020	2020	5	2/27/2020	JVIA	JVIA0227200000000741	FVC FEB 2020 PAYDN		2.47
2079	010	0100	6116			2020	2020	5	2/28/2020	JVIA	JVIA0228200000000749	FVC 2/27/2020		0.01
2079	010	0100	6116			2020	2020	5	2/28/2020	JVIA	JVIA0228200000000749	FVC 2/28-2/29/2020		0.12
2079	010	0100	6116			2020	2020	6	3/2/2020	JVIA	JVIA0302200000000756	FVC 3/1-3/2/2020		4.78
2079	010	0100	6116			2020	2020	6	3/3/2020	JVIA	JVIA0303200000000764	FVC 3/3/2020		0.10
2079	010	0100	6116			2020	2020	6	3/4/2020	JVIA	JVIA0304200000000772	FVC 3/3/2020		0.03
2079	010	0100	6116			2020	2020	6	3/5/2020	JVIA	JVIA0305200000000780	FVC 3/4/2020		0.14
2079	010	0100	6116			2020	2020	6	3/6/2020	JVIA	JVIA0306200000000787	FVC 3/5/2020		0.41
2079	010	0100	6116			2020	2020	6	3/9/2020	JVIA	JVIA0309200000000795	FVC 3/6-3/7/2020		-69.10
2079	010	0100	6116			2020	2020	6	3/10/2020	JVIA	JVIA0310200000000803	FVC 3/8-3/9/2020		0.90
2079	010	0100	6116			2020	2020	6	3/11/2020	JVIA	JVIA0311200000000811	FVC 3/10/2020		0.80
2079	010	0100	6116			2020	2020	6	3/12/2020	JVIA	JVIA0312200000000819	FVC 3/11/2020		0.86
2079	010	0100	6116			2020	2020	6	3/13/2020	JVIA	JVIA0313200000000827	FVC 3/12/2020		21.00
2079	010	0100	6116			2020	2020	6	3/16/2020	JVIA	JVIA0316200000000835	FVC 3/13-3/14/2020		2.53
2079	010	0100	6116			2020	2020	6	3/17/2020	JVIA	JVIA0317200000000843	FVC 3/15-3/16/2020		0.91
2079	010	0100	6116			2020	2020	6	3/18/2020	JVIA	JVIA0318200000000851	FVC 3/17/2020		0.83
2079	010	0100	6116			2020	2020	6	3/19/2020	JVIA	JVIA0319200000000859	FVC 3/18/2020		0.81
2079	010	0100	6116			2020	2020	6	3/20/2020	JVIA	JVIA0320200000000867	FVC 3/19/2020		1.12
2079	010	0100	6116			2020	2020	6	3/23/2020	JVIA	JVIA0323200000000875	FVC 3/20-3/21/2020		2.32
2079	010	0100	6116			2020	2020	6	3/24/2020	JVIA	JVIA0324200000000883	FVC 3/22-3/23/2020		0.68
2079	010	0100	6116			2020	2020	6	3/25/2020	JVIA	JVIA0325200000000887	FVC 3/24/20		0.75
2079	010	0100	6116			2020	2020	6	3/26/2020	JVIA	JVIA0326200000000899	FVC 3/25/2020		0.86
2079	010	0100	6116			2020	2020	6	3/27/2020	JVIA	JVIA0327200000000903	FVC - 3/26/20		0.96
2079	010	0100	6116			2020	2020	6	3/30/2020	JVIA	JVIA0330200000000915	FVC 3/27-3/28/2020		98.23
2079	010	0100	6116			2020	2020	6	3/31/2020	JVIA	JVIA0331200000000923	FVC POS & SALES, MAR		-57.24
2079	010	0100	6116			2020	2020	6	3/31/2020	JVIA	JVIA0331200000000927	FVC 3/29-3/30/2020		0.14
2079	010	0100	6116			2020	2020	7	4/1/2020	JVIA	JVIA0401200000000935	FVC 3/31/2020		-14.88
2079	010	0100	6116			2020	2020	7	4/2/2020	JVIA	JVIA0402200000000943	FVC 4/1/2020		0.71
2079	010	0100	6116			2020	2020	7	4/3/2020	JVIA	JVIA0403200000000947	FVC 4/2/20		112.33
2079	010	0100	6116			2020	2020	7	4/6/2020	JVIA	JVIA0406200000000959	FVC 4/3-4/4/2020		5.91
2079	010	0100	6116			2020	2020	7	4/7/2020	JVIA	JVIA0407200000000967	FVC 4/5-4/6/2020		2.87
2079	010	0100	6116			2020	2020	7	4/8/2020	JVIA	JVIA0408200000000975	FVC 4/7/2020		

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports Fac Pro
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub	Rev. Mjr	Program	Grant	Fiscal	Fiscal	Doc	Doc	Doc	Doc	Line	Vendor	Amount
				Src		Year	Year	Month	Rec'd	Rec'd	Rec'd	Rec'd	Description	Code	
				Prg.					Date	Date	Date	Date			
Revenue Source 6116 Change In Fair Value															
2079	010	0100	6116			2020	2020	7	4/9/2020	JVIA	JVIA04092000000000983	FVC 4/8/2020			2.85
2079	010	0100	6116			2020	2020	7	4/13/2020	JVIA	JVIA04132000000000991	FVC 4/9-4/11/2020			2.73
2079	010	0100	6116			2020	2020	7	4/14/2020	JVIA	JVIA04142000000000995	FVC 4/12-4/13			11.47
2079	010	0100	6116			2020	2020	7	4/15/2020	JVIA	JVIA04152000000000007	FVC 4/14/2020			87.65
2079	010	0100	6116			2020	2020	7	4/16/2020	JVIA	JVIA041620000000001015	FVC 4/15/2020			2.70
2079	010	0100	6116			2020	2020	7	4/17/2020	JVIA	JVIA041720000000001023	FVC 4/16/20			2.79
2079	010	0100	6116			2020	2020	7	4/20/2020	JVIA	JVIA042020000000001031	FVC 4/17-4/18/2020			9.33
2079	010	0100	6116			2020	2020	7	4/21/2020	JVIA	JVIA042120000000001039	FVC 4/19-4/20/2020			8.33
2079	010	0100	6116			2020	2020	7	4/22/2020	JVIA	JVIA042220000000001047	FVC 4/21/2020			2.70
2079	010	0100	6116			2020	2020	7	4/23/2020	JVIA	JVIA042320000000001055	FVC 4/22/2020			2.84
2079	010	0100	6116			2020	2020	7	4/24/2020	JVIA	JVIA042420000000001063	FVC 4/23/20			2.81
2079	010	0100	6116			2020	2020	7	4/27/2020	JVIA	JVIA042720000000001071	FVC 4/24-4/25/2020			3.56
2079	010	0100	6116			2020	2020	7	4/28/2020	JVIA	JVIA042820000000001079	FVC 4/26-4/27/2020			7.53
2079	010	0100	6116			2020	2020	7	4/29/2020	JVIA	JVIA042920000000001087	FVC 4/28/2020			2.46
2079	010	0100	6116			2020	2020	7	4/30/2020	JVIA	JVIA043020000000001099	FVC APR PAYDMS			1.89
2079	010	0100	6116			2020	2020	7	4/30/2020	JVIA	JVIA043020000000001095	FVC 4/29/2020			2.53
2079	010	0100	6116			2020	2020	8	5/1/2020	JVIA	JVIA050120000000001103	FVC - 4/30/20			3.57
2079	010	0100	6116			2020	2020	8	5/5/2020	JVIA	JVIA050520000000001111	FVC-5/1 - 5/4			-57.43
2079	010	0100	6116			2020	2020	8	5/8/2020	JVIA	JVIA050820000000001119	FVC-5/5-5/7			9.93
2079	010	0100	6116			2020	2020	8	5/11/2020	JVIA	JVIA051120000000001131	FVC 5/8-5/9/2020			4.80
2079	010	0100	6116			2020	2020	8	5/12/2020	JVIA	JVIA051220000000001139	FVC 5/10-5/11/2020			9.80
2079	010	0100	6116			2020	2020	8	5/13/2020	JVIA	JVIA051320000000001147	FVC 5/12/2020			3.29
2079	010	0100	6116			2020	2020	8	5/14/2020	JVIA	JVIA051420000000001155	FVC 5/13/2020			3.21
2079	010	0100	6116			2020	2020	8	5/15/2020	JVIA	JVIA051520000000001159	FVC-5/14/20			3.26
2079	010	0100	6116			2020	2020	8	5/18/2020	JVIA	JVIA051820000000001171	FVC 5/15-5/16/2020			-45.37
2079	010	0100	6116			2020	2020	8	5/19/2020	JVIA	JVIA051920000000001187	FVC 5/17-5/18/2020			-0.10
2079	010	0100	6116			2020	2020	8	5/20/2020	JVIA	JVIA052020000000001195	FVC 5/19/2020			-0.16
2079	010	0100	6116			2020	2020	8	5/21/2020	JVIA	JVIA052120000000001203	FVC 5/20/2020			-0.08
2079	010	0100	6116			2020	2020	8	5/22/2020	JVIA	JVIA052220000000001211	FVC 5/21/2020			-0.06
2079	010	0100	6116			2020	2020	8	5/26/2020	JVIA	JVIA052620000000001219	FVC 5/22-5/23/2020			-0.07
2079	010	0100	6116			2020	2020	8	5/27/2020	JVIA	JVIA052720000000001227	FVC 5/24-5/26/2020			-0.23
2079	010	0100	6116			2020	2020	8	5/28/2020	JVIA	JVIA052820000000001239	FVC MAY PAYDMS			1.75
2079	010	0100	6116			2020	2020	8	5/28/2020	JVIA	JVIA052820000000001235	FVC 5/27/2020			-0.13
2079	010	0100	6116			2020	2020	8	5/29/2020	JVIA	JVIA052920000000001243	FVC-5/28/20			-0.16
2079	010	0100	6116			2020	2020	9	6/1/2020	JVIA	JVIA060120000000001251	FVC 5/29/2020			0.07
2079	010	0100	6116			2020	2020	9	6/2/2020	JVIA	JVIA060220000000001263	FVC 5/30-6/1/2020			-16.73
2079	010	0100	6116			2020	2020	9	6/3/2020	JVIA	JVIA060320000000001271	FVC 6/2/2020			0.07

Revenue Summary

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Adopted</u> <u>Revenue Budget</u>	<u>Current</u> <u>Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
2020							
Fund 3078							
Unit 0100 Interest Distribution							
3078	010	0100	6110 Pool Interest Income	53,000.00	53,000.00	33,015.32	19,984.68
3078	010	0100	6116 Change In Fair Value	0.00	0.00	-2,010.78	2,010.78
			Unit 0100	53,000.00	53,000.00	31,004.54	21,995.46
Unit 8000 Revenue							
3078	800	8000	8900 Statutory Reserves	-2,650.00	-2,650.00	0.00	-2,650.00
3078	800	8000	8901 Balance Brought Forward	2,210,106.00	2,216,086.00	0.00	2,216,086.00
			Unit 8000	2,207,456.00	2,213,436.00	0.00	2,213,436.00
			Fund 3078	2,260,456.00	2,266,436.00	31,004.54	2,235,431.46

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3078	010	0100	6110			2020	2020	1	10/2/2019	JVIA	JVIA1002190000000002	ALL 10/1/19		-150.72
3078	010	0100	6110			2020	2020	1	10/3/2019	JVIA	JVIA1003190000000014	ALL-10/2/19		-151.14
3078	010	0100	6110			2020	2020	1	10/4/2019	JVIA	JVIA1004190000000022	ALL-10/3/19		-151.28
3078	010	0100	6110			2020	2020	1	10/7/2019	JVIA	JVIA1007190000000030	ALL-10/4-10/6		-451.54
3078	010	0100	6110			2020	2020	1	10/8/2019	JVIA	JVIA1008190000000038	ALL-10/7/19		-152.89
3078	010	0100	6110			2020	2020	1	10/10/2019	JVIA	JVIA1010190000000046	ALL-10/9/19		-153.73
3078	010	0100	6110			2020	2020	1	10/15/2019	JVIA	JVIA1015190000000058	ALL 10/11/19		-153.61
3078	010	0100	6110			2020	2020	1	10/15/2019	JVIA	JVIA1015190000000054	ALL-10/10/19		-153.87
3078	010	0100	6110			2020	2020	1	10/16/2019	JVIA	JVIA1016190000000066	ALL 10/12-10/15/19		-602.30
3078	010	0100	6110			2020	2020	1	10/17/2019	JVIA	JVIA1017190000000074	ALL 10/16/19		-149.71
3078	010	0100	6110			2020	2020	1	10/21/2019	JVIA	JVIA1021190000000082	ALL 10/17-10/20/19		-551.66
3078	010	0100	6110			2020	2020	1	10/22/2019	JVIA	JVIA1022190000000090	ALL 10/21/19		-149.12
3078	010	0100	6110			2020	2020	1	10/23/2019	JVIA	JVIA1023190000000098	ALL 10/22/19		-148.98
3078	010	0100	6110			2020	2020	1	10/24/2019	JVIA	JVIA1024190000000106	ALL 10/23/19		-148.38
3078	010	0100	6110			2020	2020	1	10/25/2019	JVIA	JVIA1025190000000114	ALL 10/24/19		-148.53
3078	010	0100	6110			2020	2020	1	10/28/2019	JVIA	JVIA1028190000000122	ALL 10/25-10/27/19		-421.20
3078	010	0100	6110			2020	2020	1	10/31/2019	JVIA	JVIA1031190000000130	ALL 10/28-10/30/19		-413.75
3078	010	0100	6110			2020	2020	2	11/1/2019	JVIA	JVIA1101190000000138	ALL 10/31/19		-117.06
3078	010	0100	6110			2020	2020	2	11/4/2019	JVIA	JVIA1104190000000150	ALL 11/1-11/3/19		-410.73
3078	010	0100	6110			2020	2020	2	11/5/2019	JVIA	JVIA1105190000000158	ALL 11/4/19		-127.91
3078	010	0100	6110			2020	2020	2	11/7/2019	JVIA	JVIA1107190000000170	ALL-11/5 - 11/6		-269.25
3078	010	0100	6110			2020	2020	2	11/8/2019	JVIA	JVIA1108190000000178	ALL-11/7/19		-135.14
3078	010	0100	6110			2020	2020	2	11/12/2019	JVIA	JVIA1112190000000186	ALL - 11/8 - 11/10		-406.29
3078	010	0100	6110			2020	2020	2	11/13/2019	JVIA	JVIA1113190000000194	ALL-11/11 - 11/12		-271.54
3078	010	0100	6110			2020	2020	2	11/14/2019	JVIA	JVIA1114190000000202	ALL-11/13		-136.01
3078	010	0100	6110			2020	2020	2	11/15/2019	JVIA	JVIA1115190000000210	ALL-11/14/19		-135.62
3078	010	0100	6110			2020	2020	2	11/18/2019	JVIA	JVIA1118190000000214	ALL 11/15-11/16/19		-271.66
3078	010	0100	6110			2020	2020	2	11/19/2019	JVIA	JVIA1119190000000222	ALL 11/17-11/18/19		-270.25
3078	010	0100	6110			2020	2020	2	11/20/2019	JVIA	JVIA1120190000000230	ALL 11/19/19		-135.39
3078	010	0100	6110			2020	2020	2	11/21/2019	JVIA	JVIA1121190000000238	ALL 11/20/19		-133.21
3078	010	0100	6110			2020	2020	2	11/22/2019	JVIA	JVIA1122190000000246	ALL 11/22/19		-126.64
3078	010	0100	6110			2020	2020	2	11/25/2019	JVIA	JVIA1125190000000258	ALL-11/22-11/23		-253.17
3078	010	0100	6110			2020	2020	2	11/27/2019	JVIA	JVIA1127190000000266	ALL-1/24-11/26		-398.45
3078	010	0100	6110			2020	2020	3	12/2/2019	JVIA	JVIA1202190000000274	ALL 11/27-12/1/19		-663.94
3078	010	0100	6110			2020	2020	3	12/3/2019	JVIA	JVIA1203190000000282	ALL 12/2/19		-132.27
3078	010	0100	6110			2020	2020	3	12/5/2019	JVIA	JVIA1205190000000290	ALL 12/3-12/4/19		-216.33

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY EUNDP DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac P
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3078	010	0100	6110			2020	2020	3	12/6/2019	JVIA	JVIA12061900000000298	ALL 12/5/19		-107.97
3078	010	0100	6110			2020	2020	3	12/10/2019	JVIA	JVIA12101900000000318	ALL-12/9		-108.42
3078	010	0100	6110			2020	2020	3	12/10/2019	JVIA	JVIA12101900000000310	ALL-12/6-12/7		-216.91
3078	010	0100	6110			2020	2020	3	12/11/2019	JVIA	JVIA12111900000000326	ALL-12/10		-108.41
3078	010	0100	6110			2020	2020	3	12/12/2019	JVIA	JVIA12121900000000334	ALL-12/11		-97.60
3078	010	0100	6110			2020	2020	3	12/13/2019	JVIA	JVIA12131900000000342	ALL-12/12		-96.67
3078	010	0100	6110			2020	2020	3	12/16/2019	JVIA	JVIA12161900000000347	ALL 12/13-12/14/19		-233.72
3078	010	0100	6110			2020	2020	3	12/17/2019	JVIA	JVIA12171900000000355	ALL 12/15-12/16/19		-239.82
3078	010	0100	6110			2020	2020	3	12/18/2019	JVIA	JVIA12181900000000362	ALL 12/17/19		-121.56
3078	010	0100	6110			2020	2020	3	12/19/2019	JVIA	JVIA12191900000000370	ALL 12/18/19		-131.71
3078	010	0100	6110			2020	2020	3	12/20/2019	JVIA	JVIA12201900000000378	ALL 12/19/19		-131.77
3078	010	0100	6110			2020	2020	3	12/23/2019	JVIA	JVIA12231900000000387	ALL 12/20-12/22/19		-396.55
3078	010	0100	6110			2020	2020	3	12/26/2019	JVIA	JVIA12261900000000395	ALL 12/23-12/24/19		-264.98
3078	010	0100	6110			2020	2020	3	12/27/2019	JVIA	JVIA12271900000000403	ALL 12/25-12/26/19		-254.87
3078	010	0100	6110			2020	2020	3	12/30/2019	JVIA	JVIA12301900000000411	ALL 12/27-12/29/19		-393.94
3078	010	0100	6110			2020	2020	3	12/31/2019	JVIA	JVIA12311900000000422	ALL 12/30/19		-130.44
3078	010	0100	6110			2020	2020	4	1/2/2020	JVIA	JVIA01022000000000430	ALL 12/31/19		-110.88
3078	010	0100	6110			2020	2020	4	1/3/2020	JVIA	JVIA01032000000000439	ALL 1/1-1/2/20		-258.19
3078	010	0100	6110			2020	2020	4	1/6/2020	JVIA	JVIA01062000000000447	ALL 1/3-1/4/20		-256.73
3078	010	0100	6110			2020	2020	4	1/7/2020	JVIA	JVIA01072000000000455	ALL 1/5-1/6/2020		-257.52
3078	010	0100	6110			2020	2020	4	1/8/2020	JVIA	JVIA01082000000000462	ALL 1/7/2020		-129.06
3078	010	0100	6110			2020	2020	4	1/9/2020	JVIA	JVIA01092000000000470	ALL 1/8/2020		-129.03
3078	010	0100	6110			2020	2020	4	1/10/2020	JVIA	JVIA01102000000000478	ALL 1/9/2020		-129.49
3078	010	0100	6110			2020	2020	4	1/13/2020	JVIA	JVIA01132000000000487	ALL 1/10-1/11/2020		-258.54
3078	010	0100	6110			2020	2020	4	1/14/2020	JVIA	JVIA01142000000000495	ALL 1/12-1/13/2020		-258.34
3078	010	0100	6110			2020	2020	4	1/15/2020	JVIA	JVIA01152000000000502	ALL 1/14/2020		-129.26
3078	010	0100	6110			2020	2020	4	1/16/2020	JVIA	JVIA01162000000000510	ALL 1/15/2020		-127.21
3078	010	0100	6110			2020	2020	4	1/17/2020	JVIA	JVIA01172000000000518	ALL 1/16/2020		-127.26
3078	010	0100	6110			2020	2020	4	1/21/2020	JVIA	JVIA01212000000000526	ALL 1/17-1/20/2020		-510.25
3078	010	0100	6110			2020	2020	4	1/22/2020	JVIA	JVIA01222000000000534	ALL 1/21/2020		-127.98
3078	010	0100	6110			2020	2020	4	1/23/2020	JVIA	JVIA01232000000000546	ALL-1/22/2020		-128.03
3078	010	0100	6110			2020	2020	4	1/24/2020	JVIA	JVIA01242000000000554	ALL-1/23/2020		-127.50
3078	010	0100	6110			2020	2020	4	1/27/2020	JVIA	JVIA01272000000000562	ALL-1/24-1/25		-254.95
3078	010	0100	6110			2020	2020	4	1/28/2020	JVIA	JVIA01282000000000567	ALL-1/26/2020		-127.50
3078	010	0100	6110			2020	2020	4	1/29/2020	JVIA	JVIA01292000000000571	ALL 1/27-1/28/2020		-255.51
3078	010	0100	6110			2020	2020	4	1/30/2020	JVIA	JVIA01302000000000579	ALL 1/29/2020		-128.55
3078	010	0100	6110			2020	2020	4	1/31/2020	JVIA	JVIA01312000000000591	ALL 1/30/2020		-128.55
3078	010	0100	6110			2020	2020	5	2/3/2020	JVIA	JVIA02032000000000599	ALL 1/31-2/1/2020		-236.22

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3078	010	0100	6110				2020	5	2/4/2020	JVIA	JVIA0204200000000607	ALL 2/2-2/3/2020		-255.74
3078	010	0100	6110				2020	5	2/5/2020	JVIA	JVIA0205200000000615	ALL 2/4/2020		-127.62
3078	010	0100	6110				2020	5	2/6/2020	JVIA	JVIA0206200000000623	ALL 2/5/2020		-128.06
3078	010	0100	6110				2020	5	2/7/2020	JVIA	JVIA0207200000000631	ALL 2/6/2020		-128.56
3078	010	0100	6110				2020	5	2/10/2020	JVIA	JVIA0210200000000639	ALL 2/7-2/8/2020		-255.91
3078	010	0100	6110				2020	5	2/11/2020	JVIA	JVIA0211200000000647	ALL 2/9-2/10/2020		-256.75
3078	010	0100	6110				2020	5	2/12/2020	JVIA	JVIA0212200000000655	ALL 2/11/2020		-128.19
3078	010	0100	6110				2020	5	2/13/2020	JVIA	JVIA0213200000000663	ALL 2/12/2020		-126.01
3078	010	0100	6110				2020	5	2/14/2020	JVIA	JVIA0214200000000671	ALL 2/13/2020		-126.05
3078	010	0100	6110				2020	5	2/18/2020	JVIA	JVIA0218200000000679	ALL 2/14-2/16/2020		-379.09
3078	010	0100	6110				2020	5	2/19/2020	JVIA	JVIA0219200000000687	ALL 2/17-2/18/2020		-253.28
3078	010	0100	6110				2020	5	2/20/2020	JVIA	JVIA0220200000000695	ALL 2/19/2020		-126.43
3078	010	0100	6110				2020	5	2/21/2020	JVIA	JVIA0221200000000701	ALL 2/20/2020		-127.98
3078	010	0100	6110				2020	5	2/24/2020	JVIA	JVIA0224200000000709	ALL 2/21-2/22/2020		-255.29
3078	010	0100	6110				2020	5	2/25/2020	JVIA	JVIA0225200000000717	ALL 2/23-2/24/2020		-250.18
3078	010	0100	6110				2020	5	2/26/2020	JVIA	JVIA0226200000000729	ALL 2/25/20		-124.18
3078	010	0100	6110				2020	5	2/27/2020	JVIA	JVIA0227200000000733	ALL 2/26/2020		-124.96
3078	010	0100	6110				2020	5	2/28/2020	JVIA	JVIA0228200000000745	ALL 2/27/2020		-124.06
3078	010	0100	6110				2020	6	3/2/2020	JVIA	JVIA0302200000000752	ALL 2/28-2/29/2020		-264.95
3078	010	0100	6110				2020	6	3/3/2020	JVIA	JVIA0303200000000760	ALL 3/1-3/2/2020		-247.63
3078	010	0100	6110				2020	6	3/4/2020	JVIA	JVIA0304200000000768	ALL 3/3/2020		-123.58
3078	010	0100	6110				2020	6	3/5/2020	JVIA	JVIA0305200000000776	ALL 3/4/2020		-120.12
3078	010	0100	6110				2020	6	3/6/2020	JVIA	JVIA0306200000000783	ALL 3/5/2020		-112.82
3078	010	0100	6110				2020	6	3/9/2020	JVIA	JVIA0309200000000791	ALL 3/6-3/7/2020		-232.72
3078	010	0100	6110				2020	6	3/10/2020	JVIA	JVIA0310200000000799	ALL 3/8-3/9/2020		-233.05
3078	010	0100	6110				2020	6	3/11/2020	JVIA	JVIA0311200000000807	ALL 3/10/2020		-116.34
3078	010	0100	6110				2020	6	3/12/2020	JVIA	JVIA0312200000000815	ALL 3/11/2020		-115.82
3078	010	0100	6110				2020	6	3/13/2020	JVIA	JVIA0313200000000823	ALL 3/12/2020		-115.79
3078	010	0100	6110				2020	6	3/16/2020	JVIA	JVIA0316200000000831	ALL 3/13-3/14/2020		-231.17
3078	010	0100	6110				2020	6	3/17/2020	JVIA	JVIA0317200000000839	ALL 3/15-3/16/2020		-231.83
3078	010	0100	6110				2020	6	3/18/2020	JVIA	JVIA0318200000000847	ALL 3/17/2020		-107.69
3078	010	0100	6110				2020	6	3/19/2020	JVIA	JVIA0319200000000855	ALL 3/18/2020		-99.62
3078	010	0100	6110				2020	6	3/20/2020	JVIA	JVIA0320200000000863	ALL 3/19/2020		-99.49
3078	010	0100	6110				2020	6	3/23/2020	JVIA	JVIA0323200000000871	ALL 3/20-3/21/2020		-195.01
3078	010	0100	6110				2020	6	3/24/2020	JVIA	JVIA0324200000000879	ALL 3/22-3/23/2020		-194.02
3078	010	0100	6110				2020	6	3/25/2020	JVIA	JVIA0325200000000891	ALL 3/24/20		-96.80
3078	010	0100	6110				2020	6	3/26/2020	JVIA	JVIA0326200000000895	ALL 3/25/2020		-94.71

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT
65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
Interest Distribution Agency

Fund: 3078
Dept: 010

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3078	010	0100	6110			2020	2020	6	3/27/2020	JVIA	JVIA0327200000000907	ALL - 3/26/20		-94.01
3078	010	0100	6110			2020	2020	6	3/30/2020	JVIA	JVIA0330200000000911	ALL 3/27-3/28/2020		-186.25
3078	010	0100	6110			2020	2020	6	3/31/2020	JVIA	JVIA0331200000000919	ALL 3/29-3/30/2020		-186.12
3078	010	0100	6110			2020	2020	7	4/1/2020	JVIA	JVIA0401200000000931	ALL 3/31/2020		-76.38
3078	010	0100	6110			2020	2020	7	4/2/2020	JVIA	JVIA0402200000000939	ALL 4/1/2020		-92.85
3078	010	0100	6110			2020	2020	7	4/3/2020	JVIA	JVIA0403200000000951	ALL-4/2/20		92.82
3078	010	0100	6110			2020	2020	7	4/6/2020	JVIA	JVIA0406200000000955	ALL 4/3-4/4/2020		-185.19
3078	010	0100	6110			2020	2020	7	4/7/2020	JVIA	JVIA0407200000000963	ALL 4/5-4/6/2020		-186.14
3078	010	0100	6110			2020	2020	7	4/8/2020	JVIA	JVIA0408200000000971	ALL 4/7/2020		-93.56
3078	010	0100	6110			2020	2020	7	4/9/2020	JVIA	JVIA0409200000000979	ALL 4/8/2020		-93.34
3078	010	0100	6110			2020	2020	7	4/13/2020	JVIA	JVIA0413200000000987	ALL 4/9-4/11/2020		-276.78
3078	010	0100	6110			2020	2020	7	4/14/2020	JVIA	JVIA0414200000000999	ALL-4/12-4/13		-185.43
3078	010	0100	6110			2020	2020	7	4/15/2020	JVIA	JVIA0415200000001003	ALL 4/14/2020		-92.75
3078	010	0100	6110			2020	2020	7	4/16/2020	JVIA	JVIA0416200000001011	ALL 4/15/2020		-82.94
3078	010	0100	6110			2020	2020	7	4/17/2020	JVIA	JVIA0417200000001019	ALL-4/16/20		-86.82
3078	010	0100	6110			2020	2020	7	4/20/2020	JVIA	JVIA0420200000001027	ALL 4/17-4/18/2020		-173.52
3078	010	0100	6110			2020	2020	7	4/21/2020	JVIA	JVIA0421200000001035	ALL 4/19-4/20/2020		-173.47
3078	010	0100	6110			2020	2020	7	4/22/2020	JVIA	JVIA0422200000001043	ALL 4/21/2020		-86.80
3078	010	0100	6110			2020	2020	7	4/23/2020	JVIA	JVIA0423200000001051	ALL 4/22/2020		-86.72
3078	010	0100	6110			2020	2020	7	4/24/2020	JVIA	JVIA0424200000001059	ALL-4/23/20		-86.64
3078	010	0100	6110			2020	2020	7	4/27/2020	JVIA	JVIA0427200000001067	ALL 4/24-4/25/2020		-161.11
3078	010	0100	6110			2020	2020	7	4/28/2020	JVIA	JVIA0428200000001075	ALL 4/26-4/27/2020		-160.83
3078	010	0100	6110			2020	2020	7	4/29/2020	JVIA	JVIA0429200000001083	ALL 4/28/2020		-80.41
3078	010	0100	6110			2020	2020	7	4/30/2020	JVIA	JVIA0430200000001091	ALL 4/29/2020		-80.03
3078	010	0100	6110			2020	2020	8	5/1/2020	JVIA	JVIA0501200000001108	ALL-4/30/20		-80.44
3078	010	0100	6110			2020	2020	8	5/5/2020	JVIA	JVIA0505200000001116	ALL-5/1-5/4		-322.86
3078	010	0100	6110			2020	2020	8	5/8/2020	JVIA	JVIA0508200000001124	ALL 5/5-5/7		-191.67
3078	010	0100	6110			2020	2020	8	5/11/2020	JVIA	JVIA0511200000001128	ALL 5/8-5/9/2020		-163.13
3078	010	0100	6110			2020	2020	8	5/12/2020	JVIA	JVIA0512200000001136	ALL 5/10-5/11/2020		-162.61
3078	010	0100	6110			2020	2020	8	5/13/2020	JVIA	JVIA0513200000001144	ALL 5/12/2020		-81.25
3078	010	0100	6110			2020	2020	8	5/14/2020	JVIA	JVIA0514200000001152	ALL 5/13/2020		-80.84
3078	010	0100	6110			2020	2020	8	5/15/2020	JVIA	JVIA0515200000001164	ALL-5/14/20		81.32
3078	010	0100	6110			2020	2020	8	5/18/2020	JVIA	JVIA0518200000001180	ALL 5/14/2020		-81.66
3078	010	0100	6110			2020	2020	8	5/18/2020	JVIA	JVIA0518200000001168	ALL 5/15-5/16/2020		-163.09
3078	010	0100	6110			2020	2020	8	5/18/2020	JVIA	JVIA0518200000001176	ALL 5/14/2020		-81.66
3078	010	0100	6110			2020	2020	8	5/19/2020	JVIA	JVIA0519200000001184	ALL 5/17-5/18/2020		-163.31
3078	010	0100	6110			2020	2020	8	5/20/2020	JVIA	JVIA0520200000001192	ALL 5/19/2020		-81.64
3078	010	0100	6110			2020	2020	8	5/21/2020	JVIA	JVIA0521200000001200	ALL 5/20/2020		-81.44

PALM BEACH COUNTY, FLORIDA
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65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports
BY FUND DEPARTMENT AND UNIT
Interest Distribution Agency

Fund: 3078
Dept: 010

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3078	010	0100	6110			2020	2020	8	5/22/2020	JVIA	JVIA0522200000001208	ALL 5/21/202		-81.42
3078	010	0100	6110			2020	2020	8	5/26/2020	JVIA	JVIA0526200000001216	ALL 5/22-5/23/2020		-162.83
3078	010	0100	6110			2020	2020	8	5/27/2020	JVIA	JVIA0527200000001224	ALL 5/24-5/26/2020		-244.49
3078	010	0100	6110			2020	2020	8	5/28/2020	JVIA	JVIA0528200000001232	ALL 5/27/2020		-81.71
3078	010	0100	6110			2020	2020	8	5/29/2020	JVIA	JVIA0529200000001248	ALL-5/28/20		-82.07
3078	010	0100	6110			2020	2020	9	6/1/2020	JVIA	JVIA0601200000001256	ALL 5/29/2020		-83.12
3078	010	0100	6110			2020	2020	9	6/2/2020	JVIA	JVIA0602200000001260	ALL 5/30-6/1/2020		-241.45
3078	010	0100	6110			2020	2020	9	6/3/2020	JVIA	JVIA0603200000001268	ALL 6/2/2020		-82.57
3078	010	0100	6110			2020	2020	9	6/4/2020	JVIA	JVIA0604200000001276	ALL 6/3/2020		-82.96
3078	010	0100	6110			2020	2020	9	6/5/2020	JVIA	JVIA0605200000001284	ALL 6/4/2020		-83.17
3078	010	0100	6110			2020	2020	9	6/9/2020	JVIA	JVIA0609200000001292	6/5-6/8/2020		-335.59
3078	010	0100	6110			2020	2020	9	6/10/2020	JVIA	JVIA0610200000001300	ALL ADI 5/18/2020		168.82
3078	010	0100	6110			2020	2020	9	6/10/2020	JVIA	JVIA0610200000001304	ALL 6/9/2020		-83.67
3078	010	0100	6110			2020	2020	9	6/10/2020	JVIA	JVIA0610200000001312	ALL 6/5-6/8/2020		-336.37
3078	010	0100	6110			2020	2020	9	6/11/2020	JVIA	JVIA0611200000001316	ALL 6/10/2020		-83.91
3078	010	0100	6110			2020	2020	9	6/15/2020	JVIA	JVIA0615200000001324	ALL 6/11-6/13/2020		-252.44
3078	010	0100	6110			2020	2020	9	6/16/2020	JVIA	JVIA0616200000001332	ALL 6/14-6/15/2020		-168.82
3078	010	0100	6110			2020	2020	9	6/17/2020	JVIA	JVIA0617200000001340	ALL 6/16/2020		-84.72
3078	010	0100	6110			2020	2020	9	6/18/2020	JVIA	JVIA0618200000001348	ALL 6/17/2020		-84.61
3078	010	0100	6110			2020	2020	9	6/19/2020	JVIA	JVIA0619200000001356	ALL 6/18/2020		-84.72
3078	010	0100	6110			2020	2020	9	6/22/2020	JVIA	JVIA0622200000001368	ALL-6/19-6/20		-169.51
3078	010	0100	6110			2020	2020	9	6/23/2020	JVIA	JVIA0623200000001376	ALL-6/21-6/22		-169.51
3078	010	0100	6110			2020	2020	9	6/24/2020	JVIA	JVIA0624200000001384	ALL-6/23/20		-84.79
3078	010	0100	6110			2020	2020	9	6/25/2020	JVIA	JVIA0625200000001388	ALL 6/24/2020		-85.07
3078	010	0100	6110			2020	2020	9	6/26/2020	JVIA	JVIA0626200000001396	ALL 6/25/2020		-85.17
3078	010	0100	6110			2020	2020	9	6/29/2020	JVIA	JVIA0629200000001404	ALL 6/26-6/27/2020		-170.25
3078	010	0100	6110			2020	2020	9	6/30/2020	JVIA	JVIA0630200000001416	ALL 6/28-6/29/2020		-170.21
3078	010	0100	6110			2020	2020	10	7/1/2020	JVIA	JVIA0701200000001428	ALL-6/30/20		-85.73
3078	010	0100	6110			2020	2020	10	7/2/2020	JVIA	JVIA0702200000001432	ALL 7/1/2020		-85.83
3078	010	0100	6110			2020	2020	10	7/7/2020	JVIA	JVIA0707200000001444	ALL 7/2-7/6/2020		-433.18
3078	010	0100	6110			2020	2020	10	7/9/2020	JVIA	JVIA0709200000001448	ALL 7/7-7/8/2020		-170.50
3078	010	0100	6110			2020	2020	10	7/10/2020	JVIA	JVIA0710200000001456	ALL 7/9/2020		-85.51
3078	010	0100	6110			2020	2020	10	7/13/2020	JVIA	JVIA0713200000001466	ALL-7/10/20		-85.85
3078	010	0100	6110			2020	2020	10	7/14/2020	JVIA	JVIA0714200000001470	ALL-7/11-7/13		-258.16
3078	010	0100	6110			2020	2020	10	7/15/2020	JVIA	JVIA0715200000001478	ALL-7/14/20		-86.13
3078	010	0100	6110			2020	2020	10	7/16/2020	JVIA	JVIA0716200000001486	ALL 7/15/2020		-86.77
3078	010	0100	6110			2020	2020	10	7/17/2020	JVIA	JVIA0717200000001494	ALL 7/16/2020		-86.92

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3078	010	0100	6110			2020	2020	10	7/20/2020	JVIA	JVIA0720200000001502	ALL 7/17/2020		-87.38
3078	010	0100	6110			2020	2020	10	7/21/2020	JVIA	JVIA0721200000001510	ALL 7/18-7/20/2020		-261.26
3078	010	0100	6110			2020	2020	10	7/22/2020	JVIA	JVIA0722200000001518	ALL 7/21/2020		-87.12
3078	010	0100	6110			2020	2020	10	7/23/2020	JVIA	JVIA0723200000001526	ALL 7/22/2020		-87.39
3078	010	0100	6110			2020	2020	10	7/24/2020	JVIA	JVIA0724200000001534	ALL 7/23/2020		-87.73
3078	010	0100	6110			2020	2020	10	7/27/2020	JVIA	JVIA0727200000001545	ALL 7/24/2020		-87.52
3078	010	0100	6110			2020	2020	10	7/28/2020	JVIA	JVIA0728200000001549	ALL 7/25-7/27/2020		-262.97
3078	010	0100	6110			2020	2020	10	7/29/2020	JVIA	JVIA0729200000001561	ALL 7/28/2020		-86.83
Revenue Source 6116 Change In Fair Value														
3078	010	0100	6116			2020	2020	1	10/2/2019	JVIA	JVIA1002190000000006	FVC 10/1/19		-72.00
3078	010	0100	6116			2020	2020	1	10/3/2019	JVIA	JVIA1003190000000010	FVC - 10/2/19		4.18
3078	010	0100	6116			2020	2020	1	10/4/2019	JVIA	JVIA1004190000000018	FVC-10-3/19		4.41
3078	010	0100	6116			2020	2020	1	10/7/2019	JVIA	JVIA1007190000000026	FVC-10/4-10/6		5.16
3078	010	0100	6116			2020	2020	1	10/8/2019	JVIA	JVIA1008190000000034	FVC-10/7/19		12.97
3078	010	0100	6116			2020	2020	1	10/10/2019	JVIA	JVIA1010190000000042	FVC-10/9/19		4.31
3078	010	0100	6116			2020	2020	1	10/15/2019	JVIA	JVIA1015190000000062	FVC 10/11/19		7.65
3078	010	0100	6116			2020	2020	1	10/15/2019	JVIA	JVIA1015190000000050	FVC-10/10/19		3.63
3078	010	0100	6116			2020	2020	1	10/16/2019	JVIA	JVIA1016190000000070	FVC 10/12-10/15/19		126.15
3078	010	0100	6116			2020	2020	1	10/17/2019	JVIA	JVIA1017190000000078	FVC 10/16/19		4.90
3078	010	0100	6116			2020	2020	1	10/21/2019	JVIA	JVIA1021190000000086	FVC 10/17-10/20/19		21.17
3078	010	0100	6116			2020	2020	1	10/22/2019	JVIA	JVIA1022190000000094	FVC 10/21/19		13.34
3078	010	0100	6116			2020	2020	1	10/23/2019	JVIA	JVIA102319000000102	FVC 10/22/19		5.05
3078	010	0100	6116			2020	2020	1	10/24/2019	JVIA	JVIA102419000000110	FVC 10/23/19		3.78
3078	010	0100	6116			2020	2020	1	10/25/2019	JVIA	JVIA102519000000118	FVC 10/24/19		4.36
3078	010	0100	6116			2020	2020	1	10/28/2019	JVIA	JVIA102819000000126	FVC 10/25-10/27/19		5.46
3078	010	0100	6116			2020	2020	1	10/31/2019	JVIA	JVIA103119000000134	FVC 10/28-10/30/19		24.69
3078	010	0100	6116			2020	2020	2	11/1/2019	JVIA	JVIA101190000000142	FVC 10/31/19		2.38
3078	010	0100	6116			2020	2020	2	11/1/2019	JVIA	JVIA101190000000146	FVC OCT PAYDOWNS		154.17
3078	010	0100	6116			2020	2020	2	11/4/2019	JVIA	JVIA110419000000154	FVC 11/1-11/3/19		11.95
3078	010	0100	6116			2020	2020	2	11/5/2019	JVIA	JVIA110519000000162	FVC 11/4/19		18.19
3078	010	0100	6116			2020	2020	2	11/7/2019	JVIA	JVIA110719000000166	FVC-11/5 - 11/6		12.26
3078	010	0100	6116			2020	2020	2	11/8/2019	JVIA	JVIA110819000000174	FVC-11/7/19		6.32
3078	010	0100	6116			2020	2020	2	11/12/2019	JVIA	JVIA111219000000182	FVC-11/8 - 11/10		7.16
3078	010	0100	6116			2020	2020	2	11/13/2019	JVIA	JVIA111319000000190	FVC-11/11 - 11/12		27.87
3078	010	0100	6116			2020	2020	2	11/14/2019	JVIA	JVIA111419000000198	FVC-11/13/19		6.29
3078	010	0100	6116			2020	2020	2	11/15/2019	JVIA	JVIA111519000000206	FVC-11/14/19		5.83
3078	010	0100	6116			2020	2020	2	11/18/2019	JVIA	JVIA111819000000218	FVC 11/15-11/16/19		9.84

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Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
3078	010	0100	6116			2020	2020	2	11/19/2019	JVIA	JVIA119190000000226	FVC 11/17-11/18/19		10.70
3078	010	0100	6116			2020	2020	2	11/20/2019	JVIA	JVIA1120190000000234	FVC 11/19/19		2.41
3078	010	0100	6116			2020	2020	2	11/21/2019	JVIA	JVIA1121190000000242	FVC 11/20/19		2.26
3078	010	0100	6116			2020	2020	2	11/22/2019	JVIA	JVIA1122190000000250	FVC 11/22/19		1.82
3078	010	0100	6116			2020	2020	2	11/25/2019	JVIA	JVIA1125190000000254	FVC-11/22-11/23		2.47
3078	010	0100	6116			2020	2020	2	11/27/2019	JVIA	JVIA1127190000000270	FVC-PAYDOWNS		2.97
3078	010	0100	6116			2020	2020	2	11/27/2019	JVIA	JVIA1127190000000262	FVC-11/24-11/26		10.53
3078	010	0100	6116			2020	2020	3	12/2/2019	JVIA	JVIA1202190000000278	FVC 11/27-12/1/19		6.26
3078	010	0100	6116			2020	2020	3	12/3/2019	JVIA	JVIA1203190000000286	FVC 12/2/19		-19.65
3078	010	0100	6116			2020	2020	3	12/5/2019	JVIA	JVIA1205190000000294	FVC 12/3-12/4/19		3.75
3078	010	0100	6116			2020	2020	3	12/6/2019	JVIA	JVIA1206190000000302	FVC 12/5/19		1.67
3078	010	0100	6116			2020	2020	3	12/10/2019	JVIA	JVIA1210190000000314	FVC-12/9		6.05
3078	010	0100	6116			2020	2020	3	12/10/2019	JVIA	JVIA1210190000000306	FVC-12/6-12/7		4.38
3078	010	0100	6116			2020	2020	3	12/11/2019	JVIA	JVIA1211190000000322	FVC-12/7		1.91
3078	010	0100	6116			2020	2020	3	12/12/2019	JVIA	JVIA1212190000000330	FVC-2/11		1.63
3078	010	0100	6116			2020	2020	3	12/13/2019	JVIA	JVIA1213190000000338	FVC-12/12		1.57
3078	010	0100	6116			2020	2020	3	12/16/2019	JVIA	JVIA1216190000000350	FVC 12/13-12/14/19		35.51
3078	010	0100	6116			2020	2020	3	12/17/2019	JVIA	JVIA1217190000000358	FVC 12/15-12/16/19		11.59
3078	010	0100	6116			2020	2020	3	12/18/2019	JVIA	JVIA1218190000000366	FVC 12/17/19		1.71
3078	010	0100	6116			2020	2020	3	12/19/2019	JVIA	JVIA1219190000000374	FVC 12/18/19		1.77
3078	010	0100	6116			2020	2020	3	12/20/2019	JVIA	JVIA1220190000000382	FVC 12/19/19		1.48
3078	010	0100	6116			2020	2020	3	12/23/2019	JVIA	JVIA1223190000000390	FVC 12/20-12/22/19		1.85
3078	010	0100	6116			2020	2020	3	12/26/2019	JVIA	JVIA1226190000000398	FVC 12/23-12/24/19		6.90
3078	010	0100	6116			2020	2020	3	12/27/2019	JVIA	JVIA1227190000000406	FVC 12/25-12/26/19		3.14
3078	010	0100	6116			2020	2020	3	12/30/2019	JVIA	JVIA1230190000000418	FVC 12/19 PD		31.74
3078	010	0100	6116			2020	2020	3	12/30/2019	JVIA	JVIA1230190000000414	FVC 12/27-12/29/19		42.18
3078	010	0100	6116			2020	2020	3	12/31/2019	JVIA	JVIA1231190000000426	FVC 12/30/19		6.39
3078	010	0100	6116			2020	2020	4	1/2/2020	JVIA	JVIA0102200000000434	FVC 12/31/19		0.56
3078	010	0100	6116			2020	2020	4	1/3/2020	JVIA	JVIA0103200000000442	FVC - 1/1-1/2/20		-6.20
3078	010	0100	6116			2020	2020	4	1/6/2020	JVIA	JVIA0106200000000450	FVC 1/3-1/4/20		1.17
3078	010	0100	6116			2020	2020	4	1/7/2020	JVIA	JVIA0107200000000458	FVC - 1/5-1/6/2020		4.14
3078	010	0100	6116			2020	2020	4	1/8/2020	JVIA	JVIA0108200000000466	FVC 1/7/2020		1.68
3078	010	0100	6116			2020	2020	4	1/9/2020	JVIA	JVIA0109200000000474	FVC 1/8/2020		1.56
3078	010	0100	6116			2020	2020	4	1/10/2020	JVIA	JVIA0110200000000482	FVC 1/9/2020		1.07
3078	010	0100	6116			2020	2020	4	1/13/2020	JVIA	JVIA0113200000000490	FVC 1/10-1/11/2020		1.84
3078	010	0100	6116			2020	2020	4	1/14/2020	JVIA	JVIA0114200000000498	FVC 1/12-1/13/2020		5.88
3078	010	0100	6116			2020	2020	4	1/15/2020	JVIA	JVIA0115200000000506	FVC 1/14/2020		1.70
3078	010	0100	6116			2020	2020	4	1/16/2020	JVIA	JVIA0116200000000514	FVC 1/15/2020		47.61

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Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr. Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
3078	010	0100	6116	2020	4	1/17/2020	JVIA	JVIA0117200000000522	FVC 1/16/2020					1.53
3078	010	0100	6116	2020	4	1/21/2020	JVIA	JVIA0121200000000530	FVC 1/17-1/20/2020					53.16
3078	010	0100	6116	2020	4	1/22/2020	JVIA	JVIA0122200000000538	FVC 1/21/2020					56.61
3078	010	0100	6116	2020	4	1/23/2020	JVIA	JVIA0123200000000542	FVC-1/22/2020					1.85
3078	010	0100	6116	2020	4	1/24/2020	JVIA	JVIA0124200000000550	FVC-1/23/2020					2.37
3078	010	0100	6116	2020	4	1/27/2020	JVIA	JVIA0127200000000558	FVC - 1/24-1/25					3.67
3078	010	0100	6116	2020	4	1/29/2020	JVIA	JVIA0129200000000575	FVC 1/27-1/28/2020					9.00
3078	010	0100	6116	2020	4	1/30/2020	JVIA	JVIA0130200000000583	FVC 1/29/2020					2.25
3078	010	0100	6116	2020	4	1/30/2020	JVIA	JVIA0130200000000587	FVC JAN P/D					32.17
3078	010	0100	6116	2020	4	1/31/2020	JVIA	JVIA0131200000000595	FVC 1/30/2020					2.43
3078	010	0100	6116	2020	5	2/3/2020	JVIA	JVIA0203200000000603	FVC 1/31-2/1/2020					1.13
3078	010	0100	6116	2020	5	2/4/2020	JVIA	JVIA0204200000000611	FVC 2/2-2/3/2020					-35.83
3078	010	0100	6116	2020	5	2/5/2020	JVIA	JVIA0205200000000619	FVC 2/4/2020					2.47
3078	010	0100	6116	2020	5	2/6/2020	JVIA	JVIA0206200000000627	FVC 2/5/2020					2.11
3078	010	0100	6116	2020	5	2/7/2020	JVIA	JVIA0207200000000635	FVC 2/6/2020					2.68
3078	010	0100	6116	2020	5	2/10/2020	JVIA	JVIA0210200000000643	FVC 2/7-2/8/2020					1.85
3078	010	0100	6116	2020	5	2/11/2020	JVIA	JVIA0211200000000651	FVC 2/9-2/10/2020					7.43
3078	010	0100	6116	2020	5	2/12/2020	JVIA	JVIA0212200000000659	FVC 2/11/2020					2.47
3078	010	0100	6116	2020	5	2/13/2020	JVIA	JVIA0213200000000667	FVC 2/12/2020					2.06
3078	010	0100	6116	2020	5	2/14/2020	JVIA	JVIA0214200000000675	FVC 2/13/2020					2.32
3078	010	0100	6116	2020	5	2/18/2020	JVIA	JVIA0218200000000683	FVC 2/14-2/16/2020					-19.82
3078	010	0100	6116	2020	5	2/19/2020	JVIA	JVIA0219200000000691	FVC 2/17-1/18/2020					54.73
3078	010	0100	6116	2020	5	2/20/2020	JVIA	JVIA0220200000000698	FVC 2/19/2020					0.01
3078	010	0100	6116	2020	5	2/21/2020	JVIA	JVIA0221200000000705	FVC 2/20/2020					0.33
3078	010	0100	6116	2020	5	2/24/2020	JVIA	JVIA0224200000000713	FVC 2/21-2/22/2020					1.14
3078	010	0100	6116	2020	5	2/25/2020	JVIA	JVIA0225200000000721	FVC 2/23-2/24/2020					1.61
3078	010	0100	6116	2020	5	2/26/2020	JVIA	JVIA0226200000000725	FVC-2/25/20					0.53
3078	010	0100	6116	2020	5	2/27/2020	JVIA	JVIA0227200000000741	FVC FEB 2020 PAYDN					21.98
3078	010	0100	6116	2020	5	2/27/2020	JVIA	JVIA0227200000000737	FVC 2/26/2020					0.82
3078	010	0100	6116	2020	5	2/28/2020	JVIA	JVIA0228200000000749	FVC 2/27/2020					0.13
3078	010	0100	6116	2020	6	3/2/2020	JVIA	JVIA0302200000000756	FVC 2/28-2/29/2020					1.05
3078	010	0100	6116	2020	6	3/3/2020	JVIA	JVIA0303200000000764	FVC 3/1-3/2/2020					42.54
3078	010	0100	6116	2020	6	3/4/2020	JVIA	JVIA0304200000000772	FVC 3/3/2020					0.85
3078	010	0100	6116	2020	6	3/5/2020	JVIA	JVIA0305200000000780	FVC 3/4/2020					0.17
3078	010	0100	6116	2020	6	3/6/2020	JVIA	JVIA0306200000000787	FVC 3/5/2020					0.74
3078	010	0100	6116	2020	6	3/9/2020	JVIA	JVIA0309200000000795	FVC 3/6-3/7/2020					2.19
3078	010	0100	6116	2020	6	3/10/2020	JVIA	JVIA0310200000000803	FVC 3/8-3/9/2020					-369.62

PALM BEACH COUNTY, FLORIDA
 YTD DETAILED REVENUES FOR FISCAL YEAR
 BY FUND, DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
 Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Date	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value															
3078	010	0100	6116	2020	6	3/11/2020	JVIA	JVIA031200000000811	FVC 3/10/2020						4.83
3078	010	0100	6116	2020	6	3/12/2020	JVIA	JVIA0312200000000819	FVC 3/11/2020						4.30
3078	010	0100	6116	2020	6	3/13/2020	JVIA	JVIA0313200000000827	FVC 3/12/2020						4.59
3078	010	0100	6116	2020	6	3/16/2020	JVIA	JVIA0316200000000835	FVC 3/13-3/14/2020						112.32
3078	010	0100	6116	2020	6	3/17/2020	JVIA	JVIA0317200000000843	FVC 3/15-3/16/2020						13.54
3078	010	0100	6116	2020	6	3/18/2020	JVIA	JVIA0318200000000851	FVC 3/17/2020						4.86
3078	010	0100	6116	2020	6	3/19/2020	JVIA	JVIA0319200000000859	FVC 3/18/2020						4.42
3078	010	0100	6116	2020	6	3/20/2020	JVIA	JVIA0320200000000867	FVC 3/19/2020						4.31
3078	010	0100	6116	2020	6	3/23/2020	JVIA	JVIA0323200000000875	FVC 3/20-3/21/2020						5.97
3078	010	0100	6116	2020	6	3/24/2020	JVIA	JVIA0324200000000883	FVC 3/22-3/23/2020						12.40
3078	010	0100	6116	2020	6	3/25/2020	JVIA	JVIA0325200000000887	FVC-3/24/20						3.63
3078	010	0100	6116	2020	6	3/26/2020	JVIA	JVIA0326200000000899	FVC 3/25/2020						4.00
3078	010	0100	6116	2020	6	3/27/2020	JVIA	JVIA0327200000000903	FVC - 3/26/20						4.58
3078	010	0100	6116	2020	6	3/30/2020	JVIA	JVIA0330200000000915	FVC 3/27-3/28/2020						5.14
3078	010	0100	6116	2020	6	3/31/2020	JVIA	JVIA0331200000000923	FVC POS & SALES, MAR						525.41
3078	010	0100	6116	2020	6	3/31/2020	JVIA	JVIA0331200000000927	FVC 3/29-3/30/2020						-306.20
3078	010	0100	6116	2020	7	4/1/2020	JVIA	JVIA0401200000000935	FVC 3/31/2020						0.77
3078	010	0100	6116	2020	7	4/2/2020	JVIA	JVIA0402200000000943	FVC 4/1/2020						-79.60
3078	010	0100	6116	2020	7	4/3/2020	JVIA	JVIA0403200000000947	FVC-4/2/20						3.81
3078	010	0100	6116	2020	7	4/6/2020	JVIA	JVIA0406200000000959	FVC 4/3-4/4/2020						600.84
3078	010	0100	6116	2020	7	4/7/2020	JVIA	JVIA0407200000000967	FVC 4/5-4/6/2020						31.59
3078	010	0100	6116	2020	7	4/8/2020	JVIA	JVIA0408200000000975	FVC 4/7/2020						10.97
3078	010	0100	6116	2020	7	4/9/2020	JVIA	JVIA0409200000000983	FVC 4/8/2020						10.90
3078	010	0100	6116	2020	7	4/13/2020	JVIA	JVIA0413200000000991	FVC 4/9-4/11/2020						10.46
3078	010	0100	6116	2020	7	4/14/2020	JVIA	JVIA0414200000000995	FVC-4/12-4/13						43.88
3078	010	0100	6116	2020	7	4/15/2020	JVIA	JVIA0415200000001007	FVC 4/14/2020						335.28
3078	010	0100	6116	2020	7	4/16/2020	JVIA	JVIA0416200000001015	FVC 4/15/2020						10.35
3078	010	0100	6116	2020	7	4/17/2020	JVIA	JVIA0417200000001023	FVC-4/16/20						10.66
3078	010	0100	6116	2020	7	4/20/2020	JVIA	JVIA0420200000001031	FVC 4/17-4/18/2020						35.67
3078	010	0100	6116	2020	7	4/21/2020	JVIA	JVIA0421200000001039	FVC 4/19-4/20/2020						31.87
3078	010	0100	6116	2020	7	4/22/2020	JVIA	JVIA0422200000001047	FVC 4/21/2020						10.32
3078	010	0100	6116	2020	7	4/23/2020	JVIA	JVIA0423200000001055	FVC 4/22/2020						10.88
3078	010	0100	6116	2020	7	4/24/2020	JVIA	JVIA0424200000001063	FVC-4/23/20						10.73
3078	010	0100	6116	2020	7	4/27/2020	JVIA	JVIA0427200000001071	FVC 4/24-4/25/2020						13.62
3078	010	0100	6116	2020	7	4/28/2020	JVIA	JVIA0428200000001079	FVC 4/26-4/27/2020						28.78
3078	010	0100	6116	2020	7	4/29/2020	JVIA	JVIA0429200000001087	FVC 4/28/2020						9.42
3078	010	0100	6116	2020	7	4/30/2020	JVIA	JVIA0430200000001095	FVC 4/29/2020						9.68
3078	010	0100	6116	2020	7	4/30/2020	JVIA	JVIA0430200000001099	FVC APR PAYDNS						7.23

PALM BEACH COUNTY, FLORIDA
 YTD DETAILED REVENUES FOR FISCAL YEAR
 BY FUND, DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
 Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub	Rev. Mjor	Program	Grant	Fiscal	Fiscal	Doc	Doc	Doc	Doc	Line	Vendor	Amount
				Unit	Src	Year	Year	Month	Rec'd	Rec'd	Rec'd	Rec'd	Description	Code	
Revenue Source 6116 Change In Fair Value															
3078	010	0100	0100	6116		2020	2020	8	5/1/2020	JVIA	JVIA05012000000001104		FVC - 4/30/20		13.64
3078	010	0100	0100	6116		2020	2020	8	5/5/2020	JVIA	JVIA05052000000001112		FVC-5/1 - 5/4		-219.70
3078	010	0100	0100	6116		2020	2020	8	5/8/2020	JVIA	JVIA05082000000001120		FVC-5/5-5/7		29.57
3078	010	0100	0100	6116		2020	2020	8	5/11/2020	JVIA	JVIA05112000000001132		FVC 5/8-5/9/2020		14.30
3078	010	0100	0100	6116		2020	2020	8	5/12/2020	JVIA	JVIA05122000000001140		FVC 5/10-5/11/2020		29.17
3078	010	0100	0100	6116		2020	2020	8	5/13/2020	JVIA	JVIA05132000000001148		FVC 5/12/2020		9.79
3078	010	0100	0100	6116		2020	2020	8	5/14/2020	JVIA	JVIA05142000000001156		FVC 5/13/2020		9.55
3078	010	0100	0100	6116		2020	2020	8	5/15/2020	JVIA	JVIA05152000000001160		FVC-5/14/20		9.70
3078	010	0100	0100	6116		2020	2020	8	5/18/2020	JVIA	JVIA05182000000001172		FVC 5/15-5/16/2020		-135.10
3078	010	0100	0100	6116		2020	2020	8	5/19/2020	JVIA	JVIA05192000000001187		FVC 5/17-5/18/2020		-0.31
3078	010	0100	0100	6116		2020	2020	8	5/20/2020	JVIA	JVIA05202000000001195		FVC 5/19/2020		-0.46
3078	010	0100	0100	6116		2020	2020	8	5/21/2020	JVIA	JVIA05212000000001203		FVC 5/20/2020		-0.23
3078	010	0100	0100	6116		2020	2020	8	5/22/2020	JVIA	JVIA05222000000001211		FVC 5/21/2020		-0.17
3078	010	0100	0100	6116		2020	2020	8	5/26/2020	JVIA	JVIA05262000000001219		FVC 5/22-5/23/2020		-0.21
3078	010	0100	0100	6116		2020	2020	8	5/27/2020	JVIA	JVIA05272000000001227		FVC 5/24-5/26/2020		-0.69
3078	010	0100	0100	6116		2020	2020	8	5/28/2020	JVIA	JVIA05282000000001235		FVC 5/27/2020		-0.38
3078	010	0100	0100	6116		2020	2020	8	5/28/2020	JVIA	JVIA05282000000001240		FVC MAY PAYDNS		5.22
3078	010	0100	0100	6116		2020	2020	8	5/29/2020	JVIA	JVIA05292000000001243		FVC-5/28/20		-0.46
3078	010	0100	0100	6116		2020	2020	9	6/1/2020	JVIA	JVIA06012000000001251		FVC 5/29/2020		-0.25
3078	010	0100	0100	6116		2020	2020	9	6/2/2020	JVIA	JVIA06022000000001264		FVC 5/30-6/1/2020		56.56
3078	010	0100	0100	6116		2020	2020	9	6/3/2020	JVIA	JVIA06032000000001271		FVC 6/2/2020		-0.25
3078	010	0100	0100	6116		2020	2020	9	6/4/2020	JVIA	JVIA06042000000001279		FVC 6/3/2020		-0.13
3078	010	0100	0100	6116		2020	2020	9	6/5/2020	JVIA	JVIA06052000000001288		FVC 6/4/2020		-0.45
3078	010	0100	0100	6116		2020	2020	9	6/9/2020	JVIA	JVIA06092000000001296		FVC 6/5-6/8/2020		1.37
3078	010	0100	0100	6116		2020	2020	9	6/10/2020	JVIA	JVIA06102000000001307		FVC 6/9/2020		-0.18
3078	010	0100	0100	6116		2020	2020	9	6/11/2020	JVIA	JVIA06112000000001320		FVC 6/10/2020		-0.49
3078	010	0100	0100	6116		2020	2020	9	6/15/2020	JVIA	JVIA06152000000001328		FVC 6/11-6/13/2020		-2.10
3078	010	0100	0100	6116		2020	2020	9	6/16/2020	JVIA	JVIA06162000000001335		FVC 6/14-6/15/2020		-0.65
3078	010	0100	0100	6116		2020	2020	9	6/17/2020	JVIA	JVIA06172000000001343		FVC 6/16/2020		-0.31
3078	010	0100	0100	6116		2020	2020	9	6/18/2020	JVIA	JVIA06182000000001351		FVC 6/17/2020		-0.32
3078	010	0100	0100	6116		2020	2020	9	6/19/2020	JVIA	JVIA06192000000001359		FVC 6/18/2020		-0.23
3078	010	0100	0100	6116		2020	2020	9	6/22/2020	JVIA	JVIA06222000000001363		FVC-6/19-6/20		0.15
3078	010	0100	0100	6116		2020	2020	9	6/23/2020	JVIA	JVIA06232000000001371		FVC-6/21-6/22		-1.34
3078	010	0100	0100	6116		2020	2020	9	6/24/2020	JVIA	JVIA06242000000001379		FVC-6/23/20		-0.12
3078	010	0100	0100	6116		2020	2020	9	6/25/2020	JVIA	JVIA06252000000001391		FVC 6/24/2020		-0.22
3078	010	0100	0100	6116		2020	2020	9	6/26/2020	JVIA	JVIA06262000000001399		FVC 6/25/2020		-0.27
3078	010	0100	0100	6116		2020	2020	9	6/29/2020	JVIA	JVIA06292000000001411		FVC JUN PAY-DOWNS		3.18

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
					Revenue Source 6116									
3078	010	0100		6116		2020	2020	9	6/29/2020	JVIA	JVIA0629200000001407	FVC 6/26-6/27/2020		-0.13
3078	010	0100		6116		2020	2020	9	6/30/2020	JVIA	JVIA0630200000001419	FVC 6/28-6/29/2020		-0.86
3078	010	0100		6116		2020	2020	10	7/1/2020	JVIA	JVIA0701200000001423	FVC-6/30/20		-0.37
3078	010	0100		6116		2020	2020	10	7/2/2020	JVIA	JVIA0702200000001436	FVC 7/1/2020		45.97
3078	010	0100		6116		2020	2020	10	7/7/2020	JVIA	JVIA0707200000001439	FVC 7/2-7/6/2020		0.71
3078	010	0100		6116		2020	2020	10	7/9/2020	JVIA	JVIA0709200000001451	FVC 7/7-7/8/2020		-0.87
3078	010	0100		6116		2020	2020	10	7/10/2020	JVIA	JVIA0710200000001459	FVC 7/9/2020		-0.14
3078	010	0100		6116		2020	2020	10	7/13/2020	JVIA	JVIA0713200000001462	FVC 7/10/20		-0.06
3078	010	0100		6116		2020	2020	10	7/14/2020	JVIA	JVIA0714200000001473	FVC-7/11-7/13		-1.18
3078	010	0100		6116		2020	2020	10	7/15/2020	JVIA	JVIA0715200000001481	FVC-7/14/20		3.44
3078	010	0100		6116		2020	2020	10	7/16/2020	JVIA	JVIA0716200000001489	FVC 7/15/2020		-0.36
3078	010	0100		6116		2020	2020	10	7/17/2020	JVIA	JVIA0717200000001497	FVC 7/16/2020		-0.29
3078	010	0100		6116		2020	2020	10	7/20/2020	JVIA	JVIA0720200000001505	FVC - 7/17/2020		-0.12
3078	010	0100		6116		2020	2020	10	7/21/2020	JVIA	JVIA0721200000001513	FVC 7/18-7/20/2020		-0.89
3078	010	0100		6116		2020	2020	10	7/22/2020	JVIA	JVIA0722200000001521	FVC 7/21/2020		-0.17
3078	010	0100		6116		2020	2020	10	7/23/2020	JVIA	JVIA0723200000001529	FVC 7/22/2020		-0.57
3078	010	0100		6116		2020	2020	10	7/24/2020	JVIA	JVIA0724200000001537	FVC 7/23/2020		-0.20
3078	010	0100		6116		2020	2020	10	7/27/2020	JVIA	JVIA0727200000001541	FVC 7/24/2020		-0.03
3078	010	0100		6116		2020	2020	10	7/28/2020	JVIA	JVIA0728200000001552	FVC 7/25-7/27/2020		-0.77
3078	010	0100		6116		2020	2020	10	7/28/2020	JVIA	JVIA0728200000001557	FVC JULY PAYDOWNS		4.34
3078	010	0100		6116		2020	2020	10	7/29/2020	JVIA	JVIA0729200000001564	FVC - 7/28/2020		-0.64

-31,004.54

Report Grand Total

Revenue Summary

Fund Dept	Unit	Revenue Source	Adopted Revenue Budget	Current Revenue Budget	Received Revenue	Available
2020						
Fund 3079						
Unit 0100 Interest Distribution						
3079	010	0100 6110 Pool Interest Income	49,900.00	49,900.00	31,090.25	18,809.75
3079	010	0100 6116 Change In Fair Value	0.00	0.00	-1,893.53	1,893.53
		Unit 0100	49,900.00	49,900.00	29,196.72	20,703.28
Unit 8000 Revenue						
3079	800	8000 8900 Statutory Reserves	-2,495.00	-2,495.00	0.00	-2,495.00
3079	800	8000 8901 Balance Brought Forward	2,081,280.00	2,086,863.00	0.00	2,086,863.00
		Unit 8000	2,078,785.00	2,084,368.00	0.00	2,084,368.00
		Fund 3079	2,128,685.00	2,134,268.00	29,196.72	2,105,071.28

PALM BEACH COUNTY, FLORIDA
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BY FUND, DEPARTMENT AND UNIT

Fund: 3079 56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports Fac Proj
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3079	010	0100	6110			2020	2020	1	10/2/2019	JVIA	JVIA100219000000000002	ALL 10/1/19		-141.93
3079	010	0100	6110			2020	2020	1	10/3/2019	JVIA	JVIA100319000000000014	ALL-10/2/19		-142.32
3079	010	0100	6110			2020	2020	1	10/4/2019	JVIA	JVIA100419000000000022	ALL-10/3/19		-142.46
3079	010	0100	6110			2020	2020	1	10/7/2019	JVIA	JVIA100719000000000030	ALL-10/4-10/6		-425.21
3079	010	0100	6110			2020	2020	1	10/8/2019	JVIA	JVIA100819000000000038	ALL-10/7/19		-143.98
3079	010	0100	6110			2020	2020	1	10/10/2019	JVIA	JVIA101019000000000046	ALL-10/9/19		-144.77
3079	010	0100	6110			2020	2020	1	10/15/2019	JVIA	JVIA101519000000000058	ALL 10/11/19		-144.66
3079	010	0100	6110			2020	2020	1	10/15/2019	JVIA	JVIA101519000000000054	ALL-10/10/19		-144.90
3079	010	0100	6110			2020	2020	1	10/16/2019	JVIA	JVIA101619000000000066	ALL 10/12-10/15/19		-567.18
3079	010	0100	6110			2020	2020	1	10/17/2019	JVIA	JVIA101719000000000074	ALL 10/16/19		-140.98
3079	010	0100	6110			2020	2020	1	10/21/2019	JVIA	JVIA102119000000000082	ALL 10/17-10/20/19		-519.50
3079	010	0100	6110			2020	2020	1	10/22/2019	JVIA	JVIA102219000000000090	ALL 10/21/19		-140.42
3079	010	0100	6110			2020	2020	1	10/23/2019	JVIA	JVIA102319000000000098	ALL 10/22/19		-140.29
3079	010	0100	6110			2020	2020	1	10/24/2019	JVIA	JVIA10241900000000106	ALL 10/23/19		-139.73
3079	010	0100	6110			2020	2020	1	10/25/2019	JVIA	JVIA10251900000000114	ALL 10/24/19		-139.87
3079	010	0100	6110			2020	2020	1	10/28/2019	JVIA	JVIA10281900000000122	ALL 10/25-10/27/19		-396.64
3079	010	0100	6110			2020	2020	1	10/31/2019	JVIA	JVIA10311900000000130	ALL 10/28-10/30/19		-389.62
3079	010	0100	6110			2020	2020	2	11/1/2019	JVIA	JVIA11011900000000138	ALL 10/31/19		-110.23
3079	010	0100	6110			2020	2020	2	11/4/2019	JVIA	JVIA11041900000000150	ALL 11/1-11/3/19		-386.78
3079	010	0100	6110			2020	2020	2	11/5/2019	JVIA	JVIA11051900000000158	ALL 11/4/19		-120.45
3079	010	0100	6110			2020	2020	2	11/7/2019	JVIA	JVIA11071900000000170	ALL-11/5 - 11/6		-253.55
3079	010	0100	6110			2020	2020	2	11/8/2019	JVIA	JVIA11081900000000178	ALL-11/7/19		-127.26
3079	010	0100	6110			2020	2020	2	11/12/2019	JVIA	JVIA11121900000000186	ALL - 11/8 - 11/10		-382.60
3079	010	0100	6110			2020	2020	2	11/13/2019	JVIA	JVIA11131900000000194	ALL-11/11 - 11/12		-255.71
3079	010	0100	6110			2020	2020	2	11/14/2019	JVIA	JVIA11141900000000202	ALL-11/13		-128.08
3079	010	0100	6110			2020	2020	2	11/15/2019	JVIA	JVIA11151900000000210	ALL-11/14/19		-127.71
3079	010	0100	6110			2020	2020	2	11/18/2019	JVIA	JVIA11181900000000214	ALL 11/15-11/16/19		-255.82
3079	010	0100	6110			2020	2020	2	11/19/2019	JVIA	JVIA11191900000000222	ALL 11/17-11/18/19		-254.49
3079	010	0100	6110			2020	2020	2	11/20/2019	JVIA	JVIA11201900000000230	ALL 11/19/19		-127.50
3079	010	0100	6110			2020	2020	2	11/21/2019	JVIA	JVIA11211900000000238	ALL 11/20/19		-125.44
3079	010	0100	6110			2020	2020	2	11/22/2019	JVIA	JVIA11221900000000246	ALL 11/22/19		-119.26
3079	010	0100	6110			2020	2020	2	11/25/2019	JVIA	JVIA11251900000000258	ALL-11/22-11/23		-238.41
3079	010	0100	6110			2020	2020	2	11/27/2019	JVIA	JVIA11271900000000266	ALL-1/24-11/26		-375.22
3079	010	0100	6110			2020	2020	3	12/2/2019	JVIA	JVIA12021900000000274	ALL 11/27-12/1/19		-625.23
3079	010	0100	6110			2020	2020	3	12/3/2019	JVIA	JVIA12031900000000282	ALL 12/2/19		-124.56
3079	010	0100	6110			2020	2020	3	12/5/2019	JVIA	JVIA12051900000000290	ALL 12/3-12/4/19		-203.72

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3079 56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports Fac Proj
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3079	010	0100	6110			2020	2020	3	12/6/2019	JVIA	JVIA1206190000000298	ALL 12/5/19		-101.67
3079	010	0100	6110			2020	2020	3	12/10/2019	JVIA	JVIA1210190000000310	ALL-12/6-12/7		-204.27
3079	010	0100	6110			2020	2020	3	12/10/2019	JVIA	JVIA1210190000000318	ALL-12/9		-102.10
3079	010	0100	6110			2020	2020	3	12/11/2019	JVIA	JVIA1211190000000326	ALL-12/10		-102.09
3079	010	0100	6110			2020	2020	3	12/12/2019	JVIA	JVIA1212190000000334	ALL-12/11		-91.91
3079	010	0100	6110			2020	2020	3	12/13/2019	JVIA	JVIA1213190000000342	ALL-12/12		-91.03
3079	010	0100	6110			2020	2020	3	12/16/2019	JVIA	JVIA1216190000000347	ALL 12/13-12/14/19		-220.09
3079	010	0100	6110			2020	2020	3	12/17/2019	JVIA	JVIA1217190000000355	ALL 12/15-12/16/19		-225.83
3079	010	0100	6110			2020	2020	3	12/18/2019	JVIA	JVIA1218190000000362	ALL 12/17/19		-114.47
3079	010	0100	6110			2020	2020	3	12/19/2019	JVIA	JVIA1219190000000370	ALL 12/18/19		-124.03
3079	010	0100	6110			2020	2020	3	12/20/2019	JVIA	JVIA1220190000000378	ALL 12/19/19		-124.09
3079	010	0100	6110			2020	2020	3	12/23/2019	JVIA	JVIA1223190000000387	ALL 12/20-12/22/19		-373.42
3079	010	0100	6110			2020	2020	3	12/26/2019	JVIA	JVIA1226190000000395	ALL 12/23-12/24/19		-249.53
3079	010	0100	6110			2020	2020	3	12/27/2019	JVIA	JVIA1227190000000403	ALL 12/25-12/26/19		-240.01
3079	010	0100	6110			2020	2020	3	12/30/2019	JVIA	JVIA1230190000000411	ALL 12/27-12/29/19		-370.97
3079	010	0100	6110			2020	2020	3	12/31/2019	JVIA	JVIA1231190000000422	ALL 12/30/19		-122.84
3079	010	0100	6110			2020	2020	4	1/2/2020	JVIA	JVIA0102200000000430	ALL 12/31/19		-104.42
3079	010	0100	6110			2020	2020	4	1/3/2020	JVIA	JVIA0103200000000439	ALL 1/1-1/2/20		-243.13
3079	010	0100	6110			2020	2020	4	1/6/2020	JVIA	JVIA0106200000000447	ALL 1/3-1/4/20		-241.76
3079	010	0100	6110			2020	2020	4	1/7/2020	JVIA	JVIA0107200000000455	ALL 1/5-1/6/2020		-242.51
3079	010	0100	6110			2020	2020	4	1/8/2020	JVIA	JVIA0108200000000462	ALL 1/7/2020		-121.53
3079	010	0100	6110			2020	2020	4	1/9/2020	JVIA	JVIA0109200000000470	ALL 1/8/2020		-121.50
3079	010	0100	6110			2020	2020	4	1/10/2020	JVIA	JVIA0110200000000478	ALL 1/9/2020		-121.94
3079	010	0100	6110			2020	2020	4	1/13/2020	JVIA	JVIA0113200000000487	ALL 1/10-1/11/2020		-243.47
3079	010	0100	6110			2020	2020	4	1/14/2020	JVIA	JVIA0114200000000495	ALL 1/12-1/13/2020		-243.28
3079	010	0100	6110			2020	2020	4	1/15/2020	JVIA	JVIA0115200000000502	ALL 1/14/2020		-121.72
3079	010	0100	6110			2020	2020	4	1/16/2020	JVIA	JVIA0116200000000510	ALL 1/15/2020		-119.80
3079	010	0100	6110			2020	2020	4	1/17/2020	JVIA	JVIA0117200000000518	ALL 1/16/2020		-119.84
3079	010	0100	6110			2020	2020	4	1/21/2020	JVIA	JVIA0121200000000526	ALL 1/17-1/20/2020		-480.49
3079	010	0100	6110			2020	2020	4	1/22/2020	JVIA	JVIA0122200000000534	ALL 1/21/2020		-120.52
3079	010	0100	6110			2020	2020	4	1/23/2020	JVIA	JVIA0123200000000546	ALL-1/22/2020		-120.56
3079	010	0100	6110			2020	2020	4	1/24/2020	JVIA	JVIA0124200000000554	ALL-1/23/2020		-120.06
3079	010	0100	6110			2020	2020	4	1/27/2020	JVIA	JVIA0127200000000562	ALL-1/24-1/25		-240.08
3079	010	0100	6110			2020	2020	4	1/28/2020	JVIA	JVIA0128200000000567	ALL-1/26/2020		-120.07
3079	010	0100	6110			2020	2020	4	1/29/2020	JVIA	JVIA0129200000000571	ALL 1/27-1/28/2020		-240.61
3079	010	0100	6110			2020	2020	4	1/30/2020	JVIA	JVIA0130200000000579	ALL 1/29/2020		-121.06
3079	010	0100	6110			2020	2020	4	1/31/2020	JVIA	JVIA0131200000000591	ALL 1/30/2020		-121.05
3079	010	0100	6110			2020	2020	5	2/3/2020	JVIA	JVIA0203200000000599	ALL 1/31-2/1/2020		-222.44

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Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3079	010	0100	6110			2020	2020	5	2/4/2020	JVIA	JVIA0204200000000607	ALL 2/2-2/3/2020		-240.83
3079	010	0100	6110			2020	2020	5	2/5/2020	JVIA	JVIA0205200000000615	ALL 2/4/2020		-120.18
3079	010	0100	6110			2020	2020	5	2/6/2020	JVIA	JVIA0206200000000623	ALL 2/5/2020		-120.60
3079	010	0100	6110			2020	2020	5	2/7/2020	JVIA	JVIA0207200000000631	ALL 2/6/2020		-121.07
3079	010	0100	6110			2020	2020	5	2/10/2020	JVIA	JVIA0210200000000639	ALL 2/7-2/8/2020		-240.99
3079	010	0100	6110			2020	2020	5	2/11/2020	JVIA	JVIA0211200000000647	ALL 2/9-2/10/2020		-241.78
3079	010	0100	6110			2020	2020	5	2/12/2020	JVIA	JVIA0212200000000655	ALL 2/11/2020		-120.72
3079	010	0100	6110			2020	2020	5	2/13/2020	JVIA	JVIA0213200000000663	ALL 2/12/2020		-118.67
3079	010	0100	6110			2020	2020	5	2/14/2020	JVIA	JVIA0214200000000671	ALL 2/13/2020		-118.70
3079	010	0100	6110			2020	2020	5	2/18/2020	JVIA	JVIA0218200000000679	ALL 2/14-2/16/2020		-356.99
3079	010	0100	6110			2020	2020	5	2/19/2020	JVIA	JVIA0219200000000687	ALL 2/17-2/18/2020		-238.51
3079	010	0100	6110			2020	2020	5	2/20/2020	JVIA	JVIA0220200000000695	ALL 2/19/2020		-119.05
3079	010	0100	6110			2020	2020	5	2/21/2020	JVIA	JVIA0221200000000701	ALL 2/20/2020		-120.51
3079	010	0100	6110			2020	2020	5	2/24/2020	JVIA	JVIA0224200000000709	ALL 2/21-2/22/2020		-240.41
3079	010	0100	6110			2020	2020	5	2/25/2020	JVIA	JVIA0225200000000717	ALL 2/23-2/24/2020		-235.59
3079	010	0100	6110			2020	2020	5	2/26/2020	JVIA	JVIA0226200000000729	ALL 2/25/20		-116.94
3079	010	0100	6110			2020	2020	5	2/27/2020	JVIA	JVIA0227200000000733	ALL 2/26/2020		-117.67
3079	010	0100	6110			2020	2020	5	2/28/2020	JVIA	JVIA0228200000000745	ALL 2/27/2020		-116.83
3079	010	0100	6110			2020	2020	6	3/2/2020	JVIA	JVIA0302200000000752	ALL 2/28-2/29/2020		-249.50
3079	010	0100	6110			2020	2020	6	3/3/2020	JVIA	JVIA0303200000000760	ALL 3/1-3/2/2020		-233.19
3079	010	0100	6110			2020	2020	6	3/4/2020	JVIA	JVIA0304200000000768	ALL 3/3/2020		-116.38
3079	010	0100	6110			2020	2020	6	3/5/2020	JVIA	JVIA0305200000000776	ALL 3/4/2020		-113.12
3079	010	0100	6110			2020	2020	6	3/6/2020	JVIA	JVIA0306200000000783	ALL 3/5/2020		-106.24
3079	010	0100	6110			2020	2020	6	3/9/2020	JVIA	JVIA0309200000000791	ALL 3/6-3/7/2020		-219.15
3079	010	0100	6110			2020	2020	6	3/10/2020	JVIA	JVIA0310200000000799	ALL 3/8-3/9/2020		-219.46
3079	010	0100	6110			2020	2020	6	3/11/2020	JVIA	JVIA0311200000000807	ALL 3/10/2020		-109.55
3079	010	0100	6110			2020	2020	6	3/12/2020	JVIA	JVIA0312200000000815	ALL 3/11/2020		-109.07
3079	010	0100	6110			2020	2020	6	3/13/2020	JVIA	JVIA0313200000000823	ALL 3/12/2020		-109.03
3079	010	0100	6110			2020	2020	6	3/16/2020	JVIA	JVIA0316200000000831	ALL 3/13-3/14/2020		-217.69
3079	010	0100	6110			2020	2020	6	3/17/2020	JVIA	JVIA0317200000000839	ALL 3/15-3/16/2020		-218.31
3079	010	0100	6110			2020	2020	6	3/18/2020	JVIA	JVIA0318200000000847	ALL 3/17/2020		-101.41
3079	010	0100	6110			2020	2020	6	3/19/2020	JVIA	JVIA0319200000000855	ALL 3/18/2020		-93.81
3079	010	0100	6110			2020	2020	6	3/20/2020	JVIA	JVIA0320200000000863	ALL 3/19/2020		-93.69
3079	010	0100	6110			2020	2020	6	3/23/2020	JVIA	JVIA0323200000000871	ALL 3/20-3/21/2020		-183.64
3079	010	0100	6110			2020	2020	6	3/24/2020	JVIA	JVIA0324200000000879	ALL 3/22-3/23/2020		-182.71
3079	010	0100	6110			2020	2020	6	3/25/2020	JVIA	JVIA0325200000000891	ALL 3/24/20		-91.16
3079	010	0100	6110			2020	2020	6	3/26/2020	JVIA	JVIA0326200000000895	ALL 3/25/2020		-89.19

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Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3079	010	0100	6110			2020	2020	6	3/27/2020	JVIA	JVIA03272000000000907	ALL - 3/26/20		-88.53
3079	010	0100	6110			2020	2020	6	3/30/2020	JVIA	JVIA03302000000000911	ALL 3/27-3/28/2020		-175.39
3079	010	0100	6110			2020	2020	6	3/31/2020	JVIA	JVIA03312000000000919	ALL 3/29-3/30/2020		-175.27
3079	010	0100	6110			2020	2020	7	4/1/2020	JVIA	JVIA04012000000000931	ALL 3/31/2020		-71.92
3079	010	0100	6110			2020	2020	7	4/2/2020	JVIA	JVIA04022000000000939	ALL 4/1/2020		-87.43
3079	010	0100	6110			2020	2020	7	4/3/2020	JVIA	JVIA04032000000000951	ALL-4/2/20		87.41
3079	010	0100	6110			2020	2020	7	4/6/2020	JVIA	JVIA04062000000000955	ALL 4/3-4/4/2020		-174.40
3079	010	0100	6110			2020	2020	7	4/7/2020	JVIA	JVIA04072000000000963	ALL 4/5-4/6/2020		-175.28
3079	010	0100	6110			2020	2020	7	4/8/2020	JVIA	JVIA04082000000000971	ALL 4/7/2020		-88.11
3079	010	0100	6110			2020	2020	7	4/9/2020	JVIA	JVIA04092000000000979	ALL 4/8/2020		-87.90
3079	010	0100	6110			2020	2020	7	4/13/2020	JVIA	JVIA04132000000000987	ALL 4/9-4/11/2020		-260.64
3079	010	0100	6110			2020	2020	7	4/14/2020	JVIA	JVIA04142000000000999	ALL-4/12-4/13		-174.61
3079	010	0100	6110			2020	2020	7	4/15/2020	JVIA	JVIA0415200000001003	ALL 4/14/2020		-87.35
3079	010	0100	6110			2020	2020	7	4/16/2020	JVIA	JVIA0416200000001011	ALL 4/15/2020		-78.10
3079	010	0100	6110			2020	2020	7	4/17/2020	JVIA	JVIA0417200000001019	ALL-4/16/20		-81.75
3079	010	0100	6110			2020	2020	7	4/20/2020	JVIA	JVIA0420200000001027	ALL 4/17-4/18/2020		-163.40
3079	010	0100	6110			2020	2020	7	4/21/2020	JVIA	JVIA0421200000001035	ALL 4/19-4/20/2020		-163.36
3079	010	0100	6110			2020	2020	7	4/22/2020	JVIA	JVIA0422200000001043	ALL 4/21/2020		-81.74
3079	010	0100	6110			2020	2020	7	4/23/2020	JVIA	JVIA0423200000001051	ALL 4/22/2020		-81.66
3079	010	0100	6110			2020	2020	7	4/24/2020	JVIA	JVIA0424200000001059	ALL 4/23/20		-81.58
3079	010	0100	6110			2020	2020	7	4/27/2020	JVIA	JVIA0427200000001067	ALL 4/24-4/25/2020		-151.71
3079	010	0100	6110			2020	2020	7	4/28/2020	JVIA	JVIA0428200000001075	ALL 4/26-4/27/2020		-151.45
3079	010	0100	6110			2020	2020	7	4/29/2020	JVIA	JVIA0429200000001083	ALL 4/28/2020		-75.72
3079	010	0100	6110			2020	2020	7	4/30/2020	JVIA	JVIA0430200000001091	ALL 4/29/2020		-75.37
3079	010	0100	6110			2020	2020	8	5/1/2020	JVIA	JVIA0501200000001108	ALL-4/30/20		-75.75
3079	010	0100	6110			2020	2020	8	5/5/2020	JVIA	JVIA0505200000001116	ALL-5/1-5/4		-304.03
3079	010	0100	6110			2020	2020	8	5/8/2020	JVIA	JVIA0508200000001124	ALL5/5-5/7		-180.49
3079	010	0100	6110			2020	2020	8	5/11/2020	JVIA	JVIA0511200000001128	ALL 5/8-5/9/2020		-153.61
3079	010	0100	6110			2020	2020	8	5/12/2020	JVIA	JVIA0512200000001136	ALL 5/10-5/11/2020		-153.13
3079	010	0100	6110			2020	2020	8	5/13/2020	JVIA	JVIA0513200000001144	ALL 5/12/2020		-76.52
3079	010	0100	6110			2020	2020	8	5/14/2020	JVIA	JVIA0514200000001152	ALL 5/13/2020		-76.13
3079	010	0100	6110			2020	2020	8	5/15/2020	JVIA	JVIA0515200000001164	ALL-5/14/20		76.58
3079	010	0100	6110			2020	2020	8	5/18/2020	JVIA	JVIA0518200000001168	ALL 5/15-5/16/2020		-153.58
3079	010	0100	6110			2020	2020	8	5/18/2020	JVIA	JVIA0518200000001180	ALL 5/14/2020		-76.90
3079	010	0100	6110			2020	2020	8	5/18/2020	JVIA	JVIA0518200000001176	ALL 5/14/2020		-76.90
3079	010	0100	6110			2020	2020	8	5/19/2020	JVIA	JVIA0519200000001184	ALL 5/17-5/18/2020		-153.78
3079	010	0100	6110			2020	2020	8	5/20/2020	JVIA	JVIA0520200000001192	ALL 5/19/2020		-76.88
3079	010	0100	6110			2020	2020	8	5/21/2020	JVIA	JVIA0521200000001200	ALL 5/20/2020		-76.69

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Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3079	010	0100	6110			2020	2020	8	5/22/2020	JVIA	JVIA05222000000001208	ALL 5/21/202		-76.68
3079	010	0100	6110			2020	2020	8	5/26/2020	JVIA	JVIA05262000000001216	ALL 5/22-5/23/2020		-153.34
3079	010	0100	6110			2020	2020	8	5/27/2020	JVIA	JVIA05272000000001224	ALL 5/24-5/26/2020		-230.24
3079	010	0100	6110			2020	2020	8	5/28/2020	JVIA	JVIA05282000000001232	ALL 5/27/2020		-76.94
3079	010	0100	6110			2020	2020	8	5/29/2020	JVIA	JVIA05292000000001248	ALL-5/28/20		-77.28
3079	010	0100	6110			2020	2020	9	6/1/2020	JVIA	JVIA06012000000001256	ALL 5/29/2020		-78.28
3079	010	0100	6110			2020	2020	9	6/2/2020	JVIA	JVIA06022000000001260	ALL 5/30-6/1/2020		-227.37
3079	010	0100	6110			2020	2020	9	6/3/2020	JVIA	JVIA06032000000001268	ALL 6/2/2020		-77.76
3079	010	0100	6110			2020	2020	9	6/4/2020	JVIA	JVIA06042000000001276	ALL 6/3/2020		-78.12
3079	010	0100	6110			2020	2020	9	6/5/2020	JVIA	JVIA06052000000001284	ALL 6/4/2020		-78.32
3079	010	0100	6110			2020	2020	9	6/9/2020	JVIA	JVIA06092000000001292	6/5-6/8/2020		-316.03
3079	010	0100	6110			2020	2020	9	6/10/2020	JVIA	JVIA06102000000001300	ALL ADJ 5/18/2020		158.98
3079	010	0100	6110			2020	2020	9	6/10/2020	JVIA	JVIA06102000000001304	ALL 6/9/2020		-78.79
3079	010	0100	6110			2020	2020	9	6/10/2020	JVIA	JVIA06102000000001312	ALL 6/5-6/8/2020		-316.75
3079	010	0100	6110			2020	2020	9	6/11/2020	JVIA	JVIA06112000000001316	ALL 6/10/2020		-79.01
3079	010	0100	6110			2020	2020	9	6/15/2020	JVIA	JVIA06152000000001324	ALL 6/11-6/13/2020		-237.72
3079	010	0100	6110			2020	2020	9	6/16/2020	JVIA	JVIA06162000000001332	ALL 6/14-6/15/2020		-158.98
3079	010	0100	6110			2020	2020	9	6/17/2020	JVIA	JVIA06172000000001340	ALL 6/16/2020		-79.78
3079	010	0100	6110			2020	2020	9	6/18/2020	JVIA	JVIA06182000000001348	ALL 6/17/2020		-79.67
3079	010	0100	6110			2020	2020	9	6/19/2020	JVIA	JVIA06192000000001356	ALL 6/18/2020		-79.78
3079	010	0100	6110			2020	2020	9	6/22/2020	JVIA	JVIA06222000000001368	ALL-6/19-6/20		-159.63
3079	010	0100	6110			2020	2020	9	6/23/2020	JVIA	JVIA06232000000001376	ALL-6/21-6/22		-159.63
3079	010	0100	6110			2020	2020	9	6/24/2020	JVIA	JVIA06242000000001384	ALL-6/23/20		-79.85
3079	010	0100	6110			2020	2020	9	6/25/2020	JVIA	JVIA06252000000001388	ALL 6/24/2020		-80.11
3079	010	0100	6110			2020	2020	9	6/26/2020	JVIA	JVIA06262000000001396	ALL 6/25/2020		-80.20
3079	010	0100	6110			2020	2020	9	6/29/2020	JVIA	JVIA06292000000001404	ALL 6/26-6/27/2020		-160.32
3079	010	0100	6110			2020	2020	9	6/30/2020	JVIA	JVIA06302000000001416	ALL 6/28-6/29/2020		-160.28
3079	010	0100	6110			2020	2020	10	7/1/2020	JVIA	JVIA07012000000001428	ALL-6/30/20		-80.73
3079	010	0100	6110			2020	2020	10	7/2/2020	JVIA	JVIA07022000000001432	ALL 7/1/2020		-80.83
3079	010	0100	6110			2020	2020	10	7/7/2020	JVIA	JVIA07072000000001444	ALL 7/2-7/6/2020		-407.92
3079	010	0100	6110			2020	2020	10	7/9/2020	JVIA	JVIA07092000000001448	ALL 7/7-7/8/2020		-160.56
3079	010	0100	6110			2020	2020	10	7/10/2020	JVIA	JVIA07102000000001456	ALL 7/9/2020		-80.53
3079	010	0100	6110			2020	2020	10	7/13/2020	JVIA	JVIA07132000000001466	ALL-7/10/20		-80.84
3079	010	0100	6110			2020	2020	10	7/14/2020	JVIA	JVIA07142000000001470	ALL-7/11-7/13		-243.11
3079	010	0100	6110			2020	2020	10	7/15/2020	JVIA	JVIA07152000000001478	ALL-7/14/20		-81.11
3079	010	0100	6110			2020	2020	10	7/16/2020	JVIA	JVIA07162000000001486	ALL 7/15/2020		-81.71
3079	010	0100	6110			2020	2020	10	7/17/2020	JVIA	JVIA07172000000001494	ALL 7/16/2020		-81.85

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Fund: 3079 56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports Fac Proj
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
3079	010	0100	6116			2020	2020	2	11/19/2019	JVIA	JVIA119190000000226	FVC 11/17-11/18/19		10.07
3079	010	0100	6116			2020	2020	2	11/20/2019	JVIA	JVIA1120190000000234	FVC 11/19/19		2.27
3079	010	0100	6116			2020	2020	2	11/21/2019	JVIA	JVIA1121190000000242	FVC 11/20/19		2.13
3079	010	0100	6116			2020	2020	2	11/22/2019	JVIA	JVIA1122190000000250	FVC 11/22/19		1.72
3079	010	0100	6116			2020	2020	2	11/25/2019	JVIA	JVIA1125190000000254	FVC-11/22-11/23		2.33
3079	010	0100	6116			2020	2020	2	11/27/2019	JVIA	JVIA1127190000000270	FVC-PAYDOWNS		2.79
3079	010	0100	6116			2020	2020	2	11/27/2019	JVIA	JVIA1127190000000262	FVC-11/244-11/26		9.92
3079	010	0100	6116			2020	2020	3	12/2/2019	JVIA	JVIA1202190000000278	FVC 11/27-12/1/19		5.90
3079	010	0100	6116			2020	2020	3	12/3/2019	JVIA	JVIA1203190000000286	FVC 12/2/19		-18.51
3079	010	0100	6116			2020	2020	3	12/5/2019	JVIA	JVIA1205190000000294	FVC 12/3-12/4/19		3.53
3079	010	0100	6116			2020	2020	3	12/6/2019	JVIA	JVIA1206190000000302	FVC 12/5/19		1.57
3079	010	0100	6116			2020	2020	3	12/10/2019	JVIA	JVIA1210190000000314	FVC-12/9		5.69
3079	010	0100	6116			2020	2020	3	12/10/2019	JVIA	JVIA1210190000000306	FVC-12/6-12/7		4.12
3079	010	0100	6116			2020	2020	3	12/11/2019	JVIA	JVIA1211190000000322	FVC-12/7		1.80
3079	010	0100	6116			2020	2020	3	12/12/2019	JVIA	JVIA1212190000000330	FVC-2/11		1.53
3079	010	0100	6116			2020	2020	3	12/13/2019	JVIA	JVIA1213190000000338	FVC-12/12		1.48
3079	010	0100	6116			2020	2020	3	12/16/2019	JVIA	JVIA1216190000000350	FVC 12/13-12/14/19		33.44
3079	010	0100	6116			2020	2020	3	12/17/2019	JVIA	JVIA1217190000000358	FVC 12/15-12/16/19		10.91
3079	010	0100	6116			2020	2020	3	12/18/2019	JVIA	JVIA1218190000000366	FVC 12/17/19		1.61
3079	010	0100	6116			2020	2020	3	12/19/2019	JVIA	JVIA1219190000000374	FVC 12/18/19		1.67
3079	010	0100	6116			2020	2020	3	12/20/2019	JVIA	JVIA1220190000000382	FVC 12/19/19		1.39
3079	010	0100	6116			2020	2020	3	12/23/2019	JVIA	JVIA1223190000000390	FVC 12/20-12/22/19		1.74
3079	010	0100	6116			2020	2020	3	12/26/2019	JVIA	JVIA1226190000000398	FVC 12/23-12/24/19		6.50
3079	010	0100	6116			2020	2020	3	12/27/2019	JVIA	JVIA1227190000000406	FVC 12/25-12/26/19		2.96
3079	010	0100	6116			2020	2020	3	12/30/2019	JVIA	JVIA1230190000000418	FVC 12/19 PD		29.89
3079	010	0100	6116			2020	2020	3	12/30/2019	JVIA	JVIA1230190000000414	FVC 12/27-12/29/19		39.72
3079	010	0100	6116			2020	2020	3	12/31/2019	JVIA	JVIA1231190000000426	FVC 12/30/19		6.02
3079	010	0100	6116			2020	2020	4	1/2/2020	JVIA	JVIA0102200000000434	FVC 12/31/19		0.53
3079	010	0100	6116			2020	2020	4	1/3/2020	JVIA	JVIA0103200000000442	FVC - 1/1-1/2/20		-5.84
3079	010	0100	6116			2020	2020	4	1/6/2020	JVIA	JVIA0106200000000450	FVC 1/3-1/4/20		1.10
3079	010	0100	6116			2020	2020	4	1/7/2020	JVIA	JVIA0107200000000458	FVC - 1/5-1/6/2020		3.90
3079	010	0100	6116			2020	2020	4	1/8/2020	JVIA	JVIA0108200000000466	FVC 1/7/2020		1.58
3079	010	0100	6116			2020	2020	4	1/9/2020	JVIA	JVIA0109200000000474	FVC 1/8/2020		1.47
3079	010	0100	6116			2020	2020	4	1/10/2020	JVIA	JVIA0110200000000482	FVC 1/9/2020		1.01
3079	010	0100	6116			2020	2020	4	1/13/2020	JVIA	JVIA0113200000000490	FVC 1/10-1/11/2020		1.73
3079	010	0100	6116			2020	2020	4	1/14/2020	JVIA	JVIA0114200000000498	FVC 1/12-1/13/2020		5.54
3079	010	0100	6116			2020	2020	4	1/15/2020	JVIA	JVIA0115200000000506	FVC 1/14/2020		1.60
3079	010	0100	6116			2020	2020	4	1/16/2020	JVIA	JVIA0116200000000514	FVC 1/15/2020		44.83

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Revenue Source 6116 Change In Fair Value														
3079	010	0100	6116			2020	2020	4	1/17/2020	JVIA	JVIA0117200000000522	FVC 1/16/2020		1.44
3079	010	0100	6116			2020	2020	4	1/21/2020	JVIA	JVIA0121200000000530	FVC 1/17-1/20/2020		50.06
3079	010	0100	6116			2020	2020	4	1/22/2020	JVIA	JVIA0122200000000538	FVC 1/21/2020		53.31
3079	010	0100	6116			2020	2020	4	1/23/2020	JVIA	JVIA0123200000000542	FVC-1/22/2020		1.74
3079	010	0100	6116			2020	2020	4	1/24/2020	JVIA	JVIA0124200000000550	FVC-1/23/2020		2.23
3079	010	0100	6116			2020	2020	4	1/27/2020	JVIA	JVIA0127200000000558	FVC-1/24-1/25		3.46
3079	010	0100	6116			2020	2020	4	1/29/2020	JVIA	JVIA0129200000000575	FVC 1/27-1/28/2020		8.48
3079	010	0100	6116			2020	2020	4	1/30/2020	JVIA	JVIA0130200000000587	FVC JAN P/D		30.29
3079	010	0100	6116			2020	2020	4	1/30/2020	JVIA	JVIA0130200000000583	FVC 1/29/2020		2.12
3079	010	0100	6116			2020	2020	4	1/31/2020	JVIA	JVIA0131200000000595	FVC 1/30/2020		2.29
3079	010	0100	6116			2020	2020	5	2/3/2020	JVIA	JVIA0203200000000603	FVC 1/31-2/1/2020		1.06
3079	010	0100	6116			2020	2020	5	2/4/2020	JVIA	JVIA0204200000000611	FVC 2/2-2/3/2020		-33.74
3079	010	0100	6116			2020	2020	5	2/5/2020	JVIA	JVIA0205200000000619	FVC 2/4/2020		2.33
3079	010	0100	6116			2020	2020	5	2/6/2020	JVIA	JVIA0206200000000627	FVC 2/5/2020		1.99
3079	010	0100	6116			2020	2020	5	2/7/2020	JVIA	JVIA0207200000000635	FVC 2/6/2020		2.53
3079	010	0100	6116			2020	2020	5	2/10/2020	JVIA	JVIA0210200000000643	FVC 2/7-2/8/2020		1.74
3079	010	0100	6116			2020	2020	5	2/11/2020	JVIA	JVIA0211200000000651	FVC 2/9-2/10/2020		7.00
3079	010	0100	6116			2020	2020	5	2/12/2020	JVIA	JVIA0212200000000659	FVC 2/11/2020		2.33
3079	010	0100	6116			2020	2020	5	2/13/2020	JVIA	JVIA0213200000000667	FVC 2/12/2020		1.94
3079	010	0100	6116			2020	2020	5	2/14/2020	JVIA	JVIA0214200000000675	FVC 2/13/2020		2.19
3079	010	0100	6116			2020	2020	5	2/18/2020	JVIA	JVIA0218200000000683	FVC 2/14-2/16/2020		-18.67
3079	010	0100	6116			2020	2020	5	2/19/2020	JVIA	JVIA0219200000000691	FVC 2/17-1/18/2020		51.54
3079	010	0100	6116			2020	2020	5	2/20/2020	JVIA	JVIA0220200000000698	FVC 2/19/2020		0.01
3079	010	0100	6116			2020	2020	5	2/21/2020	JVIA	JVIA0221200000000705	FVC 2/20/2020		0.31
3079	010	0100	6116			2020	2020	5	2/24/2020	JVIA	JVIA0224200000000713	FVC 2/21-2/22/2020		1.07
3079	010	0100	6116			2020	2020	5	2/25/2020	JVIA	JVIA0225200000000721	FVC 2/23-2/24/2020		1.51
3079	010	0100	6116			2020	2020	5	2/26/2020	JVIA	JVIA0226200000000725	FVC-2/25/20		0.50
3079	010	0100	6116			2020	2020	5	2/27/2020	JVIA	JVIA0227200000000741	FVC FEB 2020 PAYDN		20.70
3079	010	0100	6116			2020	2020	5	2/27/2020	JVIA	JVIA0227200000000737	FVC 2/26/2020		0.77
3079	010	0100	6116			2020	2020	5	2/28/2020	JVIA	JVIA0228200000000749	FVC 2/27/2020		0.12
3079	010	0100	6116			2020	2020	6	3/2/2020	JVIA	JVIA0302200000000756	FVC 2/28-2/29/2020		0.99
3079	010	0100	6116			2020	2020	6	3/3/2020	JVIA	JVIA0303200000000764	FVC 3/1-3/2/2020		40.06
3079	010	0100	6116			2020	2020	6	3/4/2020	JVIA	JVIA0304200000000772	FVC 3/3/2020		0.80
3079	010	0100	6116			2020	2020	6	3/5/2020	JVIA	JVIA0305200000000780	FVC 3/4/2020		0.16
3079	010	0100	6116			2020	2020	6	3/6/2020	JVIA	JVIA0306200000000787	FVC 3/5/2020		0.69
3079	010	0100	6116			2020	2020	6	3/9/2020	JVIA	JVIA0309200000000795	FVC 3/6-3/7/2020		2.06
3079	010	0100	6116			2020	2020	6	3/10/2020	JVIA	JVIA0310200000000803	FVC 3/8-3/9/2020		-348.07

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Fund	Dept	Unit	Sub Unit	Rev. Mjr Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
3079	010	0100	6116	2020	6	3/11/2020	JVIA	JVIA0311200000000811	FVC 3/10/2020					4.55
3079	010	0100	6116	2020	6	3/12/2020	JVIA	JVIA0312200000000819	FVC 3/11/2020					4.05
3079	010	0100	6116	2020	6	3/13/2020	JVIA	JVIA0313200000000827	FVC 3/12/2020					4.32
3079	010	0100	6116	2020	6	3/16/2020	JVIA	JVIA0316200000000835	FVC 3/13-3/14/2020					105.77
3079	010	0100	6116	2020	6	3/17/2020	JVIA	JVIA0317200000000843	FVC 3/15-3/16/2020					12.75
3079	010	0100	6116	2020	6	3/18/2020	JVIA	JVIA0318200000000851	FVC 3/17/2020					4.57
3079	010	0100	6116	2020	6	3/19/2020	JVIA	JVIA0319200000000859	FVC 3/18/2020					4.17
3079	010	0100	6116	2020	6	3/20/2020	JVIA	JVIA0320200000000867	FVC 3/19/2020					4.06
3079	010	0100	6116	2020	6	3/23/2020	JVIA	JVIA0323200000000875	FVC 3/20-3/21/2020					5.62
3079	010	0100	6116	2020	6	3/24/2020	JVIA	JVIA0324200000000883	FVC 3/22-3/23/2020					11.67
3079	010	0100	6116	2020	6	3/25/2020	JVIA	JVIA0325200000000887	FVC-3/24/20					3.42
3079	010	0100	6116	2020	6	3/26/2020	JVIA	JVIA0326200000000899	FVC 3/25/2020					3.77
3079	010	0100	6116	2020	6	3/27/2020	JVIA	JVIA0327200000000903	FVC - 3/26/20					4.31
3079	010	0100	6116	2020	6	3/30/2020	JVIA	JVIA0330200000000915	FVC 3/27-3/28/2020					4.84
3079	010	0100	6116	2020	6	3/31/2020	JVIA	JVIA0331200000000927	FVC 3/29-3/30/2020					-288.35
3079	010	0100	6116	2020	6	3/31/2020	JVIA	JVIA0331200000000923	FVC POS & SALES, MAR					494.77
3079	010	0100	6116	2020	7	4/1/2020	JVIA	JVIA0401200000000935	FVC 3/31/2020					0.72
3079	010	0100	6116	2020	7	4/2/2020	JVIA	JVIA0402200000000943	FVC 4/1/2020					-74.96
3079	010	0100	6116	2020	7	4/3/2020	JVIA	JVIA0403200000000947	FVC-4/2/20					3.59
3079	010	0100	6116	2020	7	4/6/2020	JVIA	JVIA0406200000000959	FVC 4/3-4/4/2020					565.80
3079	010	0100	6116	2020	7	4/7/2020	JVIA	JVIA0407200000000967	FVC 4/5-4/6/2020					29.75
3079	010	0100	6116	2020	7	4/8/2020	JVIA	JVIA0408200000000975	FVC 4/7/2020					10.33
3079	010	0100	6116	2020	7	4/9/2020	JVIA	JVIA0409200000000983	FVC 4/8/2020					10.27
3079	010	0100	6116	2020	7	4/13/2020	JVIA	JVIA0413200000000991	FVC 4/9-4/11/2020					9.85
3079	010	0100	6116	2020	7	4/14/2020	JVIA	JVIA0414200000000995	FVC-4/12-4/13					41.32
3079	010	0100	6116	2020	7	4/15/2020	JVIA	JVIA0415200000001007	FVC 4/14/2020					315.73
3079	010	0100	6116	2020	7	4/16/2020	JVIA	JVIA0416200000001015	FVC 4/15/2020					9.74
3079	010	0100	6116	2020	7	4/17/2020	JVIA	JVIA0417200000001023	FVC-4/16/20					10.04
3079	010	0100	6116	2020	7	4/20/2020	JVIA	JVIA0420200000001031	FVC 4/17-4/18/2020					33.59
3079	010	0100	6116	2020	7	4/21/2020	JVIA	JVIA0421200000001039	FVC 4/19-4/20/2020					30.02
3079	010	0100	6116	2020	7	4/22/2020	JVIA	JVIA0422200000001047	FVC 4/21/2020					9.72
3079	010	0100	6116	2020	7	4/23/2020	JVIA	JVIA0423200000001055	FVC 4/22/2020					10.24
3079	010	0100	6116	2020	7	4/24/2020	JVIA	JVIA0424200000001063	FVC-4/23/20					10.11
3079	010	0100	6116	2020	7	4/27/2020	JVIA	JVIA0427200000001071	FVC 4/24-4/25/2020					12.83
3079	010	0100	6116	2020	7	4/28/2020	JVIA	JVIA0428200000001079	FVC 4/26-4/27/2020					27.11
3079	010	0100	6116	2020	7	4/29/2020	JVIA	JVIA0429200000001087	FVC 4/28/2020					8.87
3079	010	0100	6116	2020	7	4/30/2020	JVIA	JVIA0430200000001095	FVC 4/29/2020					9.12
3079	010	0100	6116	2020	7	4/30/2020	JVIA	JVIA0430200000001099	FVC APR PAYDNS					6.81

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Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
3079	010	0100	6116			2020	2020	8	5/1/2020	JVIA	JVIA0501200000001104	FVC - 4/30/20		12.84
3079	010	0100	6116			2020	2020	8	5/5/2020	JVIA	JVIA0505200000001112	FVC-5/1 - 5/4		-206.89
3079	010	0100	6116			2020	2020	8	5/8/2020	JVIA	JVIA0508200000001120	FVC-5/5-5/7		27.85
3079	010	0100	6116			2020	2020	8	5/11/2020	JVIA	JVIA0511200000001132	FVC 5/8-5/9/2020		13.47
3079	010	0100	6116			2020	2020	8	5/12/2020	JVIA	JVIA0512200000001140	FVC 5/10-5/11/2020		27.47
3079	010	0100	6116			2020	2020	8	5/13/2020	JVIA	JVIA0513200000001148	FVC 5/12/2020		9.22
3079	010	0100	6116			2020	2020	8	5/14/2020	JVIA	JVIA0514200000001156	FVC 5/13/2020		8.99
3079	010	0100	6116			2020	2020	8	5/15/2020	JVIA	JVIA0515200000001160	FVC-5/14/20		9.13
3079	010	0100	6116			2020	2020	8	5/18/2020	JVIA	JVIA0518200000001172	FVC 5/15-5/16/2020		-127.22
3079	010	0100	6116			2020	2020	8	5/19/2020	JVIA	JVIA0519200000001187	FVC 5/17-5/18/2020		-0.29
3079	010	0100	6116			2020	2020	8	5/20/2020	JVIA	JVIA0520200000001195	FVC 5/19/2020		-0.44
3079	010	0100	6116			2020	2020	8	5/21/2020	JVIA	JVIA0521200000001203	FVC 5/20/2020		-0.21
3079	010	0100	6116			2020	2020	8	5/22/2020	JVIA	JVIA0522200000001211	FVC 5/21/2020		-0.16
3079	010	0100	6116			2020	2020	8	5/26/2020	JVIA	JVIA0526200000001219	FVC 5/22-5/23/2020		-0.20
3079	010	0100	6116			2020	2020	8	5/27/2020	JVIA	JVIA0527200000001228	FVC 5/24-5/26/2020		-0.65
3079	010	0100	6116			2020	2020	8	5/28/2020	JVIA	JVIA0528200000001235	FVC 5/27/2020		-0.36
3079	010	0100	6116			2020	2020	8	5/28/2020	JVIA	JVIA0528200000001240	FVC MAY PAYDNS		4.92
3079	010	0100	6116			2020	2020	8	5/29/2020	JVIA	JVIA0529200000001243	FVC-5/28/20		-0.44
3079	010	0100	6116			2020	2020	9	6/1/2020	JVIA	JVIA0601200000001251	FVC 5/29/2020		-0.23
3079	010	0100	6116			2020	2020	9	6/2/2020	JVIA	JVIA0602200000001264	FVC 5/30-6/1/2020		53.26
3079	010	0100	6116			2020	2020	9	6/3/2020	JVIA	JVIA0603200000001271	FVC 6/2/2020		-0.23
3079	010	0100	6116			2020	2020	9	6/4/2020	JVIA	JVIA0604200000001279	FVC 6/3/2020		-0.12
3079	010	0100	6116			2020	2020	9	6/5/2020	JVIA	JVIA0605200000001288	FVC 6/4/2020		-0.42
3079	010	0100	6116			2020	2020	9	6/9/2020	JVIA	JVIA0609200000001296	FVC 6/5-6/8/2020		1.29
3079	010	0100	6116			2020	2020	9	6/10/2020	JVIA	JVIA0610200000001307	FVC 6/9/2020		-0.17
3079	010	0100	6116			2020	2020	9	6/11/2020	JVIA	JVIA0611200000001320	FVC 6/10/2020		-0.46
3079	010	0100	6116			2020	2020	9	6/15/2020	JVIA	JVIA0615200000001328	FVC 6/11-6/13/2020		-1.98
3079	010	0100	6116			2020	2020	9	6/16/2020	JVIA	JVIA0616200000001335	FVC 6/14-6/15/2020		-0.61
3079	010	0100	6116			2020	2020	9	6/17/2020	JVIA	JVIA0617200000001343	FVC 6/16/2020		-0.29
3079	010	0100	6116			2020	2020	9	6/18/2020	JVIA	JVIA0618200000001351	FVC 6/17/2020		-0.30
3079	010	0100	6116			2020	2020	9	6/19/2020	JVIA	JVIA0619200000001359	FVC 6/18/2020		-0.22
3079	010	0100	6116			2020	2020	9	6/22/2020	JVIA	JVIA0622200000001363	FVC-6/19-6/20		0.14
3079	010	0100	6116			2020	2020	9	6/23/2020	JVIA	JVIA0623200000001371	FVC-6/21-6/22		-1.26
3079	010	0100	6116			2020	2020	9	6/24/2020	JVIA	JVIA0624200000001379	FVC-6/23/20		-0.11
3079	010	0100	6116			2020	2020	9	6/25/2020	JVIA	JVIA0625200000001391	FVC 6/24/2020		-0.20
3079	010	0100	6116			2020	2020	9	6/26/2020	JVIA	JVIA0626200000001399	FVC 6/25/2020		-0.26
3079	010	0100	6116			2020	2020	9	6/29/2020	JVIA	JVIA0629200000001411	FVC JUN PAY-DOWNS		2.99

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Fund: 3079 56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports Fac Proj
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
3079	010	0100	6116			2020	2020	9	6/29/2020	JVIA	JVIA06292000000001407	FVC 6/26-6/27/2020		-0.12
3079	010	0100	6116			2020	2020	9	6/30/2020	JVIA	JVIA06302000000001419	FVC 6/28-6/29/2020		-0.81
3079	010	0100	6116			2020	2020	10	7/1/2020	JVIA	JVIA07012000000001423	FVC-6/30/20		-0.35
3079	010	0100	6116			2020	2020	10	7/2/2020	JVIA	JVIA07022000000001436	FVC 7/1/2020		43.29
3079	010	0100	6116			2020	2020	10	7/7/2020	JVIA	JVIA07072000000001439	FVC 7/2-7/6/2020		0.67
3079	010	0100	6116			2020	2020	10	7/9/2020	JVIA	JVIA07092000000001451	FVC 7/7-7/8/2020		-0.81
3079	010	0100	6116			2020	2020	10	7/10/2020	JVIA	JVIA07102000000001459	FVC 7/9/2020		-0.13
3079	010	0100	6116			2020	2020	10	7/13/2020	JVIA	JVIA07132000000001462	FVC-7/10/20		-0.06
3079	010	0100	6116			2020	2020	10	7/14/2020	JVIA	JVIA07142000000001473	FVC-7/11-7/13		-1.11
3079	010	0100	6116			2020	2020	10	7/15/2020	JVIA	JVIA07152000000001482	FVC-7/14/20		3.24
3079	010	0100	6116			2020	2020	10	7/16/2020	JVIA	JVIA07162000000001489	FVC 7/15/2020		-0.34
3079	010	0100	6116			2020	2020	10	7/17/2020	JVIA	JVIA07172000000001497	FVC 7/16/2020		-0.27
3079	010	0100	6116			2020	2020	10	7/20/2020	JVIA	JVIA07202000000001505	FVC - 7/17/2020		-0.12
3079	010	0100	6116			2020	2020	10	7/21/2020	JVIA	JVIA07212000000001513	FVC 7/18-7/20/2020		-0.84
3079	010	0100	6116			2020	2020	10	7/22/2020	JVIA	JVIA07222000000001521	FVC 7/21/2020		-0.16
3079	010	0100	6116			2020	2020	10	7/23/2020	JVIA	JVIA07232000000001529	FVC 7/22/2020		-0.53
3079	010	0100	6116			2020	2020	10	7/24/2020	JVIA	JVIA07242000000001537	FVC 7/23/2020		-0.19
3079	010	0100	6116			2020	2020	10	7/27/2020	JVIA	JVIA07272000000001541	FVC 7/24/2020		-0.03
3079	010	0100	6116			2020	2020	10	7/28/2020	JVIA	JVIA07282000000001557	FVC JULY PAYDOWNS		4.08
3079	010	0100	6116			2020	2020	10	7/28/2020	JVIA	JVIA07282000000001552	FVC 7/25-7/27/2020		-0.72
3079	010	0100	6116			2020	2020	10	7/29/2020	JVIA	JVIA07292000000001564	FVC - 7/28/2020		-0.60

Report Grand Total
-29,196.72

Expense Summary as of 7/30/2020
Fiscal Year 2020

<u>FY</u>	<u>Fund</u>	<u>Dept Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur.</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2020	2078	810	7205	8107205DA	7101 Principal Payment Bonds	2,535,000.00	2,535,000.00	0.00	0.00	2,535,000.00	0.00
2020	2078	810	7205	8107205DA	7201 Interest-Bonds	2,471,524.00	2,471,524.00	0.00	0.00	2,471,524.35	-0.35
2020	2078	810	7205	8107205DA	7304 Paying Agent Services	1,906.00	1,906.00	0.00	0.00	750.00	1,156.00
					Debt Service	5,008,430.00	5,008,430.00	0.00	0.00	5,007,274.35	1,155.65
					Total for Unit: 7205 Debt Service - Fund 2078	5,008,430.00	5,008,430.00	0.00	0.00	5,007,274.35	1,155.65
Fund	2078	65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof			5,008,430.00	5,008,430.00	0.00	0.00	0.00	5,007,274.35	1,155.65
		Sports Fac Pr			5,008,430.00	5,008,430.00	0.00	0.00	0.00	5,007,274.35	1,155.65
				Grand Total	5,008,430.00	5,008,430.00	0.00	0.00	0.00	5,007,274.35	1,155.65

{BUD_STRU_29_LVL_2.BFY} = 2020.00 and
 {BUD_STRU_29_LVL_2.FUND_CD} = "2078"

PALM BEACH COUNTY, FLORIDA
YTD DETAILED EXPENDITURES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 2078 65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof Sports Fac Pr
Dept: 810 Debt Service

Fund	Dept	Unit	Sub Object	Fiscal Year	Fiscal Month	Doc Rec'd Month Date	Vendor	Line Description	Amount
2078	810	7205	7101	2020	2	11/27/2019	THE BANK OF NEW YORK TRUST CO	PRINCIPAL PAYMENT	2,535,000.00
								Fiscal Month 2	2,535,000.00
2078	810	7205	7201	2020	2	11/27/2019	THE BANK OF NEW YORK TRUST CO	Total for Object 7101 Principal Payment Bonds INTEREST PAYMENT	2,535,000.00
								Fiscal Month 2	1,248,779.40
2078	810	7205	7201	2020	8	5/29/2020	THE BANK OF NEW YORK TRUST CO	INTEREST PAYMENT	1,248,779.40
								Fiscal Month 8	1,222,744.95
								Fiscal Month 8	1,222,744.95
2078	810	7205	7304	2020	3	12/13/2019	THE BANK OF NEW YORK MELLON TRUST CC	Total for Object 7201 Interest-Bonds R2015-0043; Paying Agent Fee; 11/24/19-11/23/20; Pro Sports Facility Project Taxable Series 2015C	2,471,524.35
									750.00
2078	810	7205	7304	2020	3	12/13/2019	THE BANK OF NEW YORK MELLON TRUST CC	R2015-0043; Paying Agent Fee; 11/24/19-11/23/20; Pro Sports Facility Project Taxable Series 2015C	750.00
2078	810	7205	7304	2020	3	12/13/2019	THE BANK OF NEW YORK MELLON TRUST CC	R2015-0043; Paying Agent Fee; 11/24/19-11/23/20; Pro Sports Facility Project Taxable Series 2015C	-750.00
								Fiscal Month 3	750.00
								Total for Object 7304 Paying Agent Services	750.00
								Unit 7205 Debt Service - Fund 2078	5,007,274.35
								Report Grand Total	5,007,274.35

**Expense Summary as of 7/30/2020
Fiscal Year 2020**

<u>FY</u>	<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Prrencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2020	2079	810	7206	8107206DA	7201 Interest-Bonds	2,832,250.00	2,832,250.00	0.00	0.00	2,832,250.00	0.00
2020	2079	810	7206	8107206DA	7304 Paying Agent Services	1,500.00	1,500.00	0.00	0.00	750.00	750.00
					Debt Service	2,833,750.00	2,833,750.00	0.00	0.00	2,833,000.00	750.00
					Total for Unit: 7206 Debt Service - Fund 2079	2,833,750.00	2,833,750.00	0.00	0.00	2,833,000.00	750.00
					Fund 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports	2,833,750.00	2,833,750.00	0.00	0.00	2,833,000.00	750.00
					Fac Proj	2,833,750.00	2,833,750.00	0.00	0.00	2,833,000.00	750.00
					Grand Total	2,833,750.00	2,833,750.00	0.00	0.00	2,833,000.00	750.00

{BUD_STRU_29_LVL_2.BFY} = 2020.00 and
{BUD_STRU_29_LVL_2.FUND_CD} = "2079"

PALM BEACH COUNTY, FLORIDA
YTD DETAILED EXPENDITURES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports Fac Proj
Dept: 810 Debt Service

Fund	Dept	Unit	Sub Object	Fiscal Year	Fiscal Month	Doc Rec'd	Vendor	Line Description	Amount
2079	810	7206	7201	2020	2	11/27/2019	THE BANK OF NEW YORK TRUST CO	INTEREST PAYMENT	1,416,125.00
								Fiscal Month 2	1,416,125.00
2079	810	7206	7201	2020	8	5/29/2020	THE BANK OF NEW YORK TRUST CO	INTEREST PAYMENT	1,416,125.00
								Fiscal Month 8	1,416,125.00
2079	810	7206	7304	2020	4	1/2/2020	THE BANK OF NEW YORK MELLON TRUST CC	Total for Object 7201 Interest-Bonds R2015-0043; Paying Agent Fee, 12/9/19-12/8/2020; Pro Sports Facility Tax Exempt Series 2015D	2,832,250.00 -750.00
2079	810	7206	7304	2020	4	1/2/2020	THE BANK OF NEW YORK MELLON TRUST CC	R2015-0043; Paying Agent Fee, 12/9/19-12/8/2020; Pro Sports Facility Tax Exempt Series 2015D	750.00
2079	810	7206	7304	2020	4	1/2/2020	THE BANK OF NEW YORK MELLON TRUST CC	R2015-0043; Paying Agent Fee, 12/9/19-12/8/2020; Pro Sports Facility Tax Exempt Series 2015D	750.00
								Fiscal Month 4	750.00
								Total for Object 7304 Paying Agent Services	750.00
								Unit 7206 Debt Service - Fund 2079	2,833,000.00
								Report Grand Total	2,833,000.00

**Expense Summary as of 7/30/2020
Fiscal Year 2020**

<u>FY</u>	<u>Fund</u>	<u>Dept Unit</u>	<u>Addr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2020	3078	411	9900	4119900NG	9907 Res-Future Cnstruction	881,720.00	887,700.00	0.00	0.00	0.00	887,700.00
					Non Operating	881,720.00	887,700.00	0.00	0.00	0.00	887,700.00
					Total for Unit: 9900 Reserves	881,720.00	887,700.00	0.00	0.00	0.00	887,700.00
2020	3078	411	B590	411B590CB	6502 Building Construction - Cip	1,378,736.00	1,378,736.00	0.00	0.00	0.00	1,378,736.00
					Capital	1,378,736.00	1,378,736.00	0.00	0.00	0.00	1,378,736.00
					Total for Unit: B590 New Stadium	1,378,736.00	1,378,736.00	0.00	0.00	0.00	1,378,736.00
Fund	3078	65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof			2,260,456.00	2,266,436.00	0.00	0.00	0.00	0.00	2,266,436.00
		Sports Fac Pr			2,260,456.00	2,266,436.00	0.00	0.00	0.00	0.00	2,266,436.00
				Grand Total							

{BUD_STRU_29_LVL_2.BFY} = 2020.00 and
{BUD_STRU_29_LVL_2.FUND_CD} = "3078"

Revenue Summary

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Adopted Revenue Budget</u>	<u>Current Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
2019							
Fund 2078							
		Unit 0100	Interest Distribution				
2078	010	0100	6110 Pool Interest Income	0.00	0.00	3,554.50	-3,554.50
2078	010	0100	6116 Change In Fair Value	0.00	0.00	270.14	-270.14
		Unit 0100		0.00	0.00	3,824.64	-3,824.64
		Unit 4100	Revenue				
2078	810	4100	6937 Contributions from Teams of New BP of PB	2,143,134.00	2,143,134.00	2,143,134.00	0.00
2078	810	4100	8314 Tr Fr TDC 1st Cent fd 1458	2,873,000.00	2,873,000.00	2,868,019.24	4,980.76
		Unit 4100		5,016,134.00	5,016,134.00	5,011,153.24	4,980.76
		Fund 2078		5,016,134.00	5,016,134.00	5,014,977.88	1,156.12

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 2078 65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr Sorce Prg.	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Date	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income															
2078	010	0100	6110			2019	2019	2	11/7/2018		JVIA	JVIA1107180000000182	ALL 11/6/18		-148.02
2078	010	0100	6110			2019	2019	2	11/8/2018		JVIA	JVIA1108180000000190	ALL-11/7/18		-147.80
2078	010	0100	6110			2019	2019	2	11/9/2018		JVIA	JVIA1109180000000198	ALL-11/9/18		-147.93
2078	010	0100	6110			2019	2019	2	11/13/2018		JVIA	JVIA1113180000000206	ALL-11/9-11/12		-583.86
2078	010	0100	6110			2019	2019	2	11/14/2018		JVIA	JVIA1114180000000214	ALL-11/13		-146.11
2078	010	0100	6110			2019	2019	2	11/15/2018		JVIA	JVIA1115180000000222	ALL-11/14		-145.57
2078	010	0100	6110			2019	2019	2	11/19/2018		JVIA	JVIA1119180000000230	ALL-11/15		-147.79
2078	010	0100	6110			2019	2019	2	11/19/2018		JVIA	JVIA1119180000000238	ALL 11/16-11/17/18		-292.32
2078	010	0100	6110			2019	2019	2	11/20/2018		JVIA	JVIA1120180000000246	ALL 11/18-11/19/18		-298.02
2078	010	0100	6110			2019	2019	2	11/21/2018		JVIA	JVIA1121180000000254	ALL 11/20/18		-149.28
2078	010	0100	6110			2019	2019	2	11/26/2018		JVIA	JVIA1126180000000262	ALL 11/21-11/24/18		-593.70
2078	010	0100	6110			2019	2019	2	11/27/2018		JVIA	JVIA1127180000000270	ALL 11/25-11/26/18		-296.74
2078	010	0100	6110			2019	2019	2	11/28/2018		JVIA	JVIA1128180000000278	ALL 11/27/18		-147.91
2078	010	0100	6110			2019	2019	2	11/29/2018		JVIA	JVIA1129180000000286	ALL 11/28/18		-148.88
2078	010	0100	6110			2019	2019	2	11/30/2018		JVIA	JVIA1130180000000294	ALL 11/29/18		-150.38
2078	010	0100	6110			2019	2019	3	12/3/2018		JVIA	JVIA1203180000000309	ALL 11/30-12/2/18		-0.30
2078	010	0100	6110			2019	2019	3	12/4/2018		JVIA	JVIA1204180000000313	ALL 12/3/18		-0.10
2078	010	0100	6110			2019	2019	3	12/5/2018		JVIA	JVIA1205180000000321	ALL 12/4/18		-0.10
2078	010	0100	6110			2019	2019	3	12/6/2018		JVIA	JVIA1206180000000329	ALL-12/5/18		-0.09
2078	010	0100	6110			2019	2019	3	12/7/2018		JVIA	JVIA1207180000000337	ALL-12/6/18		-0.09
2078	010	0100	6110			2019	2019	3	12/12/2018		JVIA	JVIA1212180000000341	ALL 12/7-12/11/18		-0.49
2078	010	0100	6110			2019	2019	3	12/14/2018		JVIA	JVIA1214180000000353	ALL-12/12-12/13		-0.19
2078	010	0100	6110			2019	2019	3	12/17/2018		JVIA	JVIA1217180000000357	ALL 12/14-12/17/18		-0.14
2078	010	0100	6110			2019	2019	3	12/18/2018		JVIA	JVIA1218180000000365	ALL 12/17/18		-0.06
2078	010	0100	6110			2019	2019	3	12/19/2018		JVIA	JVIA1219180000000373	ALL 12/18/18		-0.05
2078	010	0100	6110			2019	2019	3	12/20/2018		JVIA	JVIA1220180000000385	ALL-12/19/18		-0.05
2078	010	0100	6110			2019	2019	3	12/21/2018		JVIA	JVIA1221180000000389	ALL-12/20		-0.05
2078	010	0100	6110			2019	2019	3	12/26/2018		JVIA	JVIA1226180000000393	ALL 12/21-12/24/18		-0.20
2078	010	0100	6110			2019	2019	3	12/27/2018		JVIA	JVIA1227180000000401	ALL 12/25-12/26/18		-0.10
2078	010	0100	6110			2019	2019	3	12/28/2018		JVIA	JVIA1228180000000409	ALL 12/27/18		-0.05
2078	010	0100	6110			2019	2019	3	12/31/2018		JVIA	JVIA1231180000000417	ALL 12/28-12/30/18		-0.15
2078	010	0100	6110			2019	2019	4	1/2/2019		JVIA	JVIA0102190000000433	ALL 12/31/18		-0.05
2078	010	0100	6110			2019	2019	4	1/3/2019		JVIA	JVIA0103190000000437	ALL 1/1-1/2/19		-0.10
2078	010	0100	6110			2019	2019	4	1/4/2019		JVIA	JVIA0104190000000445	ALL 1/3/19		-0.05
2078	010	0100	6110			2019	2019	4	1/7/2019		JVIA	JVIA0107190000000453	ALL 1/4-1/5/19		-0.10
2078	010	0100	6110			2019	2019	4	1/8/2019		JVIA	JVIA0108190000000461	ALL 1/6-1/7/19		-0.10

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT
65-360M NAV Pub Imp Tax Rev Bond 15C DS, Prof Sports Fac Pr
Interest Distribution Agency

Fund: 2078
Dept: 010

Fund	Dept	Unit	Sub Unit	Rev. Mjr Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Date	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income															
2078	010	0100	6110			2019	2019	4	1/9/2019		JVIA	JVIA0109190000000469	ALL 1/8/19		-0.05
2078	010	0100	6110			2019	2019	4	1/10/2019		JVIA	JVIA0110190000000481	ALL 1/9/19		-0.05
2078	010	0100	6110			2019	2019	4	1/11/2019		JVIA	JVIA0111190000000485	ALL 1/10/19		-0.05
2078	010	0100	6110			2019	2019	4	1/14/2019		JVIA	JVIA0114190000000497	ALL 1/11-1/12/19		-0.11
2078	010	0100	6110			2019	2019	4	1/15/2019		JVIA	JVIA0115190000000501	ALL 1/13-1/14/19		-0.11
2078	010	0100	6110			2019	2019	4	1/16/2019		JVIA	JVIA0116190000000509	ALL 1/15/19		-0.05
2078	010	0100	6110			2019	2019	4	1/17/2019		JVIA	JVIA0117190000000517	ALL 1/16/19		-0.05
2078	010	0100	6110			2019	2019	4	1/18/2019		JVIA	JVIA0118190000000525	ALL 1/17/19		-0.05
2078	010	0100	6110			2019	2019	4	1/22/2019		JVIA	JVIA0122190000000533	ALL 1/18-1/21/19		-0.21
2078	010	0100	6110			2019	2019	4	1/23/2019		JVIA	JVIA0123190000000541	ALL 1/22/19		-0.05
2078	010	0100	6110			2019	2019	4	1/24/2019		JVIA	JVIA0124190000000549	ALL 1/23/19		-0.05
2078	010	0100	6110			2019	2019	4	1/25/2019		JVIA	JVIA0125190000000561	ALL-1/24/19		-0.05
2078	010	0100	6110			2019	2019	4	1/28/2019		JVIA	JVIA0128190000000565	ALL 1/25-1/26/19		-0.11
2078	010	0100	6110			2019	2019	4	1/29/2019		JVIA	JVIA0129190000000573	1/27-1/28/19		-0.11
2078	010	0100	6110			2019	2019	4	1/30/2019		JVIA	JVIA0130190000000581	ALL 1/29/19		-0.05
2078	010	0100	6110			2019	2019	4	1/31/2019		JVIA	JVIA0131190000000589	ALL 1/30/19		-0.05
2078	010	0100	6110			2019	2019	5	2/1/2019		JVIA	JVIA0201190000000597	ALL 1/31/19		-0.05
2078	010	0100	6110			2019	2019	5	2/4/2019		JVIA	JVIA0204190000000605	ALL 2/1-2/3/19		-0.16
2078	010	0100	6110			2019	2019	5	2/5/2019		JVIA	JVIA0205190000000613	ALL 2/4/19		-0.05
2078	010	0100	6110			2019	2019	5	2/6/2019		JVIA	JVIA0206190000000621	ALL 2/5/19		-0.05
2078	010	0100	6110			2019	2019	5	2/7/2019		JVIA	JVIA0207190000000629	ALL 2/6/19		-0.05
2078	010	0100	6110			2019	2019	5	2/8/2019		JVIA	JVIA0208190000000637	ALL 2/7/19		-0.05
2078	010	0100	6110			2019	2019	5	2/11/2019		JVIA	JVIA0211190000000645	ALL 2/8-2/9/19		-0.11
2078	010	0100	6110			2019	2019	5	2/12/2019		JVIA	JVIA0212190000000653	ALL 2/10-2/11/19		-0.11
2078	010	0100	6110			2019	2019	5	2/13/2019		JVIA	JVIA0213190000000661	ALL 2/12/19		-0.05
2078	010	0100	6110			2019	2019	5	2/14/2019		JVIA	JVIA0214190000000669	ALL 2/13/19		-0.05
2078	010	0100	6110			2019	2019	5	2/15/2019		JVIA	JVIA0215190000000677	ALL 2/14/19		-0.05
2078	010	0100	6110			2019	2019	5	2/19/2019		JVIA	JVIA0219190000000685	ALL 2/15-2/18/19		-0.21
2078	010	0100	6110			2019	2019	5	2/20/2019		JVIA	JVIA0220190000000693	ALL 2/19/19		-0.05
2078	010	0100	6110			2019	2019	5	2/21/2019		JVIA	JVIA0221190000000701	ALL 2/20/19		-0.05
2078	010	0100	6110			2019	2019	5	2/22/2019		JVIA	JVIA0222190000000708	ALL 2/21/19		-0.05
2078	010	0100	6110			2019	2019	5	2/25/2019		JVIA	JVIA0225190000000720	ALL-2/22/19-2/24/19		-0.16
2078	010	0100	6110			2019	2019	5	2/26/2019		JVIA	JVIA0226190000000728	ALL-2/25/19		-0.05
2078	010	0100	6110			2019	2019	5	2/27/2019		JVIA	JVIA0227190000000736	ALL 2/26/19		-0.05
2078	010	0100	6110			2019	2019	5	2/28/2019		JVIA	JVIA0228190000000748	ALL 2/27/19 FEB ADJ		-0.03
2078	010	0100	6110			2019	2019	5	2/28/2019		JVIA	JVIA0228190000000740	ALL 2/27/19		-0.05
2078	010	0100	6110			2019	2019	6	3/1/2019		JVIA	JVIA0301190000000756	ALL 2/28/19		-0.07
2078	010	0100	6110			2019	2019	6	3/4/2019		JVIA	JVIA0304190000000764	ALL 3/1-3/2/19		-0.11

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof Sports Fac Pr BY FUND DEPARTMENT AND UNIT
Interest Distribution Agency

Fund: 2078
Dept: 010

Fund Dept	Unit	Sub Unit	Rev. Mjr Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Date	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
2078	010	0100	6110		2019	2019	6	3/6/2019		JVIA	JVIA0306190000000772	ALL 3/3-3/5/19		-0.16
2078	010	0100	6110		2019	2019	6	3/7/2019		JVIA	JVIA0307190000000780	ALL 3/6/19		-0.05
2078	010	0100	6110		2019	2019	6	3/8/2019		JVIA	JVIA0308190000000788	ALL 3/7/19		-0.05
2078	010	0100	6110		2019	2019	6	3/11/2019		JVIA	JVIA0311190000000795	ALL 3/8-3/10/19		-0.16
2078	010	0100	6110		2019	2019	6	3/12/2019		JVIA	JVIA0312190000000807	ALL-3/11/19		-0.05
2078	010	0100	6110		2019	2019	6	3/13/2019		JVIA	JVIA0313190000000811	ALL 3/10 & 3/12/19		-0.11
2078	010	0100	6110		2019	2019	6	3/14/2019		JVIA	JVIA0314190000000819	ALL 3/13/19		-0.05
2078	010	0100	6110		2019	2019	6	3/15/2019		JVIA	JVIA0315190000000826	ALL 3/14/19		-0.05
2078	010	0100	6110		2019	2019	6	3/18/2019		JVIA	JVIA0318190000000834	ALL 3/15-3/16/19		-0.11
2078	010	0100	6110		2019	2019	6	3/19/2019		JVIA	JVIA0319190000000842	ALL 3/17-3/18/19		-0.11
2078	010	0100	6110		2019	2019	6	3/20/2019		JVIA	JVIA0320190000000850	ALL 3/19/19		-0.05
2078	010	0100	6110		2019	2019	6	3/21/2019		JVIA	JVIA0321190000000857	ALL 3/20/19		-0.05
2078	010	0100	6110		2019	2019	6	3/22/2019		JVIA	JVIA0322190000000865	ALL 3/21/19		-0.05
2078	010	0100	6110		2019	2019	6	3/25/2019		JVIA	JVIA0325190000000873	ALL 3/22-3/23/19		-0.11
2078	010	0100	6110		2019	2019	6	3/26/2019		JVIA	JVIA0326190000000881	ALL 3/24-2/25/19		-0.11
2078	010	0100	6110		2019	2019	6	3/27/2019		JVIA	JVIA0327190000000889	ALL 3/26/19		-0.05
2078	010	0100	6110		2019	2019	6	3/28/2019		JVIA	JVIA0328190000000900	ALL-3/27/19		-0.05
2078	010	0100	6110		2019	2019	6	3/29/2019		JVIA	JVIA0329190000000904	ALL 3/28/19		-0.05
2078	010	0100	6110		2019	2019	7	4/1/2019		JVIA	JVIA0401190000000912	ALL 3/29-3/30/19		-0.11
2078	010	0100	6110		2019	2019	7	4/2/2019		JVIA	JVIA0402190000000920	ALL 3/31-4/1/19		-0.10
2078	010	0100	6110		2019	2019	7	4/3/2019		JVIA	JVIA0403190000000928	ALL 4/2/19		-0.05
2078	010	0100	6110		2019	2019	7	4/4/2019		JVIA	JVIA0404190000000936	ALL 4/3/19		-0.05
2078	010	0100	6110		2019	2019	7	4/5/2019		JVIA	JVIA0405190000000943	ALL 4/4/19		-0.05
2078	010	0100	6110		2019	2019	7	4/8/2019		JVIA	JVIA0408190000000950	ALL 4/5-4/6/19		-0.11
2078	010	0100	6110		2019	2019	7	4/9/2019		JVIA	JVIA0409190000000958	ALL 4/7-4/8/19		-0.11
2078	010	0100	6110		2019	2019	7	4/10/2019		JVIA	JVIA0410190000000966	ALL 4/9/19		-0.06
2078	010	0100	6110		2019	2019	7	4/11/2019		JVIA	JVIA0411190000000974	ALL 4/10/19		-0.05
2078	010	0100	6110		2019	2019	7	4/12/2019		JVIA	JVIA0412190000000981	ALL 4/11/19		-0.05
2078	010	0100	6110		2019	2019	7	4/15/2019		JVIA	JVIA0415190000000988	ALL 4/12-4/13/19		-0.11
2078	010	0100	6110		2019	2019	7	4/16/2019		JVIA	JVIA0416190000000996	ALL 4/14-4/15/19		-0.11
2078	010	0100	6110		2019	2019	7	4/17/2019		JVIA	JVIA0417190000001004	ALL 4/16/19		-0.05
2078	010	0100	6110		2019	2019	7	4/18/2019		JVIA	JVIA0418190000001012	ALL 4/17/19		-0.05
2078	010	0100	6110		2019	2019	7	4/22/2019		JVIA	JVIA0422190000001019	ALL 4/18-4/21/19		-0.22
2078	010	0100	6110		2019	2019	7	4/23/2019		JVIA	JVIA0423190000001026	ALL 4/22/19		-0.05
2078	010	0100	6110		2019	2019	7	4/24/2019		JVIA	JVIA0424190000001034	ALL 4/23/19		-0.05
2078	010	0100	6110		2019	2019	7	4/25/2019		JVIA	JVIA0425190000001041	ALL 4/24/19		-0.05
2078	010	0100	6110		2019	2019	7	4/26/2019		JVIA	JVIA0426190000001048	ALL 4/25/19		-0.05

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 2078 65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund Dept	Unit Sub	Rev. Mjr	Program	Grant	Fiscal	Fiscal	Doc	Doc	Doc	Doc	Line	Vendor	Amount
	Unit	Src		Year	Month	Rec'd	Code	ID	Description	Code			
		Prg.				Date		Number					
Revenue Source 6110 Pool Interest Income													
2078	010	0100	6110	2019	7	4/29/2019	JVIA	JVIA0429190000001055	ALL 4/26-4/18/19			-0.16	
2078	010	0100	6110	2019	7	4/30/2019	JVIA	JVIA0430190000001063	ALL 4/29/19			-0.05	
2078	010	0100	6110	2019	8	5/1/2019	JVIA	JVIA0501190000001075	ALL 4/30/19			-0.05	
2078	010	0100	6110	2019	8	5/2/2019	JVIA	JVIA0502190000001083	ALL 5/1/19			-0.05	
2078	010	0100	6110	2019	8	5/3/2019	JVIA	JVIA0503190000001091	ALL 5/2/19			-0.05	
2078	010	0100	6110	2019	8	5/6/2019	JVIA	JVIA0506190000001099	ALL 5/3-5/5/19			-0.16	
2078	010	0100	6110	2019	8	5/7/2019	JVIA	JVIA0507190000001107	ALL 5/6/19			-0.05	
2078	010	0100	6110	2019	8	5/8/2019	JVIA	JVIA0508190000001115	ALL 5/7/19			-0.05	
2078	010	0100	6110	2019	8	5/9/2019	JVIA	JVIA0509190000001123	ALL 5/8/19			-0.05	
2078	010	0100	6110	2019	8	5/10/2019	JVIA	JVIA0510190000001130	ALL 5/9/19			-0.05	
2078	010	0100	6110	2019	8	5/13/2019	JVIA	JVIA0513190000001138	ALL 5/10-5/12/19			-0.16	
2078	010	0100	6110	2019	8	5/14/2019	JVIA	JVIA0514190000001146	ALL 5/13/19			-0.05	
2078	010	0100	6110	2019	8	5/15/2019	JVIA	JVIA0515190000001154	ALL 5/14/19			-0.05	
2078	010	0100	6110	2019	8	5/16/2019	JVIA	JVIA0516190000001162	ALL 5/15/19			-0.05	
2078	010	0100	6110	2019	8	5/17/2019	JVIA	JVIA0517190000001169	ALL 5/16/19			-0.05	
2078	010	0100	6110	2019	8	5/20/2019	JVIA	JVIA0520190000001177	ALL 5/17-5/18/19			-0.11	
2078	010	0100	6110	2019	8	5/21/2019	JVIA	JVIA0521190000001185	ALL 5/19-5/20/19			-0.11	
2078	010	0100	6110	2019	8	5/22/2019	JVIA	JVIA0522190000001193	ALL 5/21/19			-0.05	
2078	010	0100	6110	2019	8	5/23/2019	JVIA	JVIA0523190000001201	ALL 5/22/19			-0.05	
2078	010	0100	6110	2019	8	5/24/2019	JVIA	JVIA0524190000001209	ALL 5/23/19			-0.05	
2078	010	0100	6110	2019	8	5/28/2019	JVIA	JVIA0528190000001217	ALL 5/24-5/26/19			-0.16	
2078	010	0100	6110	2019	8	5/29/2019	JVIA	JVIA0529190000001225	ALL 5/27-5/28/19			-0.11	
2078	010	0100	6110	2019	8	5/30/2019	JVIA	JVIA0530190000001233	ALL 5/29/19			-0.05	
2078	010	0100	6110	2019	8	5/31/2019	JVIA	JVIA0531190000001245	ALL 5/30/19			-0.05	
Revenue Source 6116 Change In Fair Value													
2078	010	0100	6116	2019	2	11/7/2018	JVIA	JVIA1107180000000186	FVC 11/6/18			-0.91	
2078	010	0100	6116	2019	2	11/8/2018	JVIA	JVIA1108180000000194	FVC-11/7/18			-1.01	
2078	010	0100	6116	2019	2	11/9/2018	JVIA	JVIA1109180000000202	FVC-11/8/18			-1.45	
2078	010	0100	6116	2019	2	11/13/2018	JVIA	JVIA1113180000000210	FVC-11/9-11/12			-0.88	
2078	010	0100	6116	2019	2	11/14/2018	JVIA	JVIA1114180000000218	FVC-11/13/18			-4.54	
2078	010	0100	6116	2019	2	11/15/2018	JVIA	JVIA1115180000000226	FVC-11/14			-1.10	
2078	010	0100	6116	2019	2	11/19/2018	JVIA	JVIA1119180000000242	FVC 11/16-11/17/18			0.44	
2078	010	0100	6116	2019	2	11/19/2018	JVIA	JVIA1119180000000234	FVC-11/15			-131.09	
2078	010	0100	6116	2019	2	11/20/2018	JVIA	JVIA1120180000000250	FVC 11/18-11/19/18			1.93	
2078	010	0100	6116	2019	2	11/21/2018	JVIA	JVIA1121180000000258	FVC 11/20/18			0.37	
2078	010	0100	6116	2019	2	11/26/2018	JVIA	JVIA1126180000000266	FVC 11/21-11/24-18			0.90	
2078	010	0100	6116	2019	2	11/27/2018	JVIA	JVIA1127180000000274	FVC 11/25-11/26/18			0.97	

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 2078 65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
2078	010	0100	6116			2019	2019	2	11/28/2018	JVIA	JVIA1128180000000282	FVC 11/27/18		0.28
2078	010	0100	6116			2019	2019	2	11/29/2018	JVIA	JVIA1129180000000290	FVC - 11/28/18		0.44
2078	010	0100	6116			2019	2019	2	11/30/2018	JVIA	JVIA1130180000000298	FVC 11/29/18		-150.18
2078	010	0100	6116			2019	2019	2	11/30/2018	JVIA	JVIA1130180000000302	FVC PAYDOW 11/29/18		15.53
2078	010	0100	6116			2019	2019	3	12/4/2018	JVIA	JVIA1204180000000317	FVC 12/3/18		0.03
2078	010	0100	6116			2019	2019	3	12/14/2018	JVIA	JVIA1214180000000349	FVC-12/12-12/13		-0.02
2078	010	0100	6116			2019	2019	3	12/26/2018	JVIA	JVIA1226180000000397	FVC 12/21-12/24/18		0.01
2078	010	0100	6116			2019	2019	3	12/31/2018	JVIA	JVIA1231180000000425	FVC 12/1-12/20/18		0.01
2078	010	0100	6116			2019	2019	3	12/31/2018	JVIA	JVIA1231180000000421	FVC 12/28-12/30/18		-0.02
2078	010	0100	6116			2019	2019	4	1/3/2019	JVIA	JVIA0103190000000441	FVC 1/1-1/2/19		0.02
2078	010	0100	6116			2019	2019	4	1/16/2019	JVIA	JVIA0116190000000513	FVC 1/15/19		0.03
2078	010	0100	6116			2019	2019	5	2/1/2019	JVIA	JVIA0201190000000601	FVC 1/31/19		-0.02
2078	010	0100	6116			2019	2019	5	2/4/2019	JVIA	JVIA0204190000000609	FVC 2/1-2/3/19		0.03
2078	010	0100	6116			2019	2019	5	2/15/2019	JVIA	JVIA0215190000000681	FVC 2/14/19		-0.03
2078	010	0100	6116			2019	2019	5	2/20/2019	JVIA	JVIA0220190000000697	FVC 2/19/19		0.01
2078	010	0100	6116			2019	2019	5	2/28/2019	JVIA	JVIA0228190000000752	FVC 2/27/19 FEB PAYD		0.01
2078	010	0100	6116			2019	2019	6	3/1/2019	JVIA	JVIA0301190000000760	FVC 2/28/19		-0.01
2078	010	0100	6116			2019	2019	6	3/4/2019	JVIA	JVIA0304190000000768	FVC 3/1-3/2/19		0.03
2078	010	0100	6116			2019	2019	7	4/2/2019	JVIA	JVIA0402190000000924	FVC 3/31-4/1/19		0.01
2078	010	0100	6116			2019	2019	7	4/23/2019	JVIA	JVIA0423190000001030	FVC 4/22/19		0.01
2078	010	0100	6116			2019	2019	7	4/30/2019	JVIA	JVIA0430190000001071	FVC 4/29/19 APR PD		0.02
2078	010	0100	6116			2019	2019	8	5/2/2019	JVIA	JVIA0502190000001087	FVC 5/1/19		0.02
2078	010	0100	6116			2019	2019	8	5/30/2019	JVIA	JVIA0530190000001241	FVC PAY DNS 5/29/19		0.02
Revenue Source 6937 Contributions from Teams of New BP of PB														
2078	810	4100	6937			2019	2019	1	10/2/2018	RE	FMBS1002180000000010	INV# 1 R2015-1523 Section 6.2 Team Improvement Area Fee - Year 1.		-2,143,134.00
2078	810	4100	6937			2019	2019	2	11/6/2018	CR	19FNR0000000000000222	INV# 1 R2015-1523 Section 6.2 Team Improvement Area Fee - Year 1.		2,143,134.00
2078	810	4100	6937			2019	2019	2	11/6/2018	CR	19FNR0000000000000222	INV# 1 R2015-1523 Section 6.2 Team Improvement Area Fee - Year 1.		-2,143,134.00
2078	810	4100	6937			2019	2019	11	8/30/2019	RE	FMBS0830190000000091	INV# 2 R2015-1523 Section 6.2 Team Improvement Area Fee-Year 2 Payment Due 10/30/2019		-2,143,134.00
2078	810	4100	6937			2019	2019	13	9/30/2019	JVA	01132000000000001153	To move invoice # 2 for Team Improvement FY19 to FY20. Invoice should have been posted in FY20		2,143,134.00
Revenue Source 8314 Tr Fr TDC 1st Cent fd 1458														
2078	810	4100	8314			2019	2019	2	11/30/2018	IEIT	1128180000000000064	To record budget transfer from Fund 1458 to Funds 2078 & 2079 for Dec 1st Debt Service payments		-1,619,969.54
2078	810	4100	8314			2019	2019	8	5/31/2019	IEIT	05311900000000000191	To record budgeted inter-fund transfer from OFMB for May 2019 transfer schedule		-1,248,049.75

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND DEPARTMENT AND UNIT

Fund: 2078 65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof Sports Fac Pt
Dept: 810 Debt Service

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
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Revenue Source 8314 Tr Fr TDC 1st Cent fd 1458

2078	810	4100	8314			2019	2019	12	10/11/2019	IETT	1011190000000000000015	To record the transfers to zero cash balances on debt service funds for Fiscal Year 2017, per OFMB		0.05
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Report Grand Total -5,014,977.88

Revenue Summary

Fund	Dept	Unit	Revenue Source	Adopted Revenue Budget	Current Revenue Budget	Received Revenue	Available
2019							
Fund 2079							
Unit 0100 Interest Distribution							
2079	010	0100	6110 Pool Interest Income	0.00	0.00	2,331.65	-2,331.65
2079	010	0100	6116 Change In Fair Value	0.00	0.00	-344.73	344.73
			Unit 0100	0.00	0.00	1,986.92	-1,986.92
Unit 4100 Revenue							
2079	810	4100	3517 State Sales Tax Contribution - Baseball	2,000,000.00	2,000,000.00	2,000,004.00	-4.00
2079	810	4100	8314 Tr Fr TDC 1st Cent fd 1458	833,750.00	833,750.00	831,009.08	2,740.92
			Unit 4100	2,833,750.00	2,833,750.00	2,831,013.08	2,736.92
			Fund 2079	2,833,750.00	2,833,750.00	2,833,000.00	750.00

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports Fac Proj
Dept: 810 Debt Service

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 3517 State Sales Tax Contribution - Baseball														
2079	810	4100	3517			2019	2019	1	10/3/2018	CR	FWT100318000000000008	10/03/18 STATE SALES TAX CONTRIBUTION FOR FY 2019, PAYMENT #1		-166,667.00
2079	810	4100	3517			2019	2019	2	11/7/2018	CR	FWT110718000000000137	11/07/18 STATE SALES TAX CONTRIBUTION FOR FY 2019, PAYMENT #2		-166,667.00
2079	810	4100	3517			2019	2019	3	12/5/2018	CR	FWT120518000000000234	12/5/18 STATE SALES TAX CONTRIBUTION FOR FY 2019, PAYMENT #3		-166,667.00
2079	810	4100	3517			2019	2019	4	1/11/2019	CR	FWT011119000000000366	1/10/19 STATE SALES TAX CONTRIBUTION FOR FY 2019, PAYMENT #4		-166,667.00
2079	810	4100	3517			2019	2019	5	2/6/2019	CR	FWT020619000000000467	2/6/19 STATE SALES TAX CONTRIBUTION FOR FY 2019, PAYMENT #5		-166,667.00
2079	810	4100	3517			2019	2019	6	3/6/2019	CR	FWT030619000000000572	3/6/19 STATE SALES TAX CONTRIBUTION FOR FY 2019, PAYMENT #6		-166,667.00
2079	810	4100	3517			2019	2019	7	4/3/2019	CR	FWT040319000000000655	4/03/19 STATE SALES TAX CONTRIBUTION FOR FY 2019, PAYMENT #7		-166,667.00
2079	810	4100	3517			2019	2019	8	5/3/2019	CR	FWT050319000000000771	5/03/19 STATE SALES TAX CONTRIBUTION FOR FY 2019, PAYMENT #8		-166,667.00
2079	810	4100	3517			2019	2019	9	6/7/2019	CR	FWT060719000000000864	6/7/19 STATE SALES TAX CONTRIBUTION FOR FY 2019, PAYMENT #9		-166,667.00
2079	810	4100	3517			2019	2019	10	7/10/2019	CR	FWT071019000000000990	7/10/19 STATE SALES TAX CONTRIBUTION FOR FY 2019, PAYMENT #10		-166,667.00
2079	810	4100	3517			2019	2019	11	8/9/2019	CR	FWT080919000000001107	8/8/19 STATE SALES TAX CONTRIBUTION FOR FY 2019, PAYMENT #11		-166,667.00
2079	810	4100	3517			2019	2019	12	9/5/2019	CR	FWT090519000000001187	09/05/19 STATE SALES TAX CONTRIBUTION FOR FY 2019, PAYMENT #12		-166,667.00
Revenue Source 6110 Pool Interest Income														
2079	010	0100	6110			2019	2019	1	10/2/2018	JVIA	JVIA100218000000000002	ALL 10/1/18		-0.13
2079	010	0100	6110			2019	2019	1	10/3/2018	JVIA	JVIA10031800000000013	ALL 10/2/18		-0.13
2079	010	0100	6110			2019	2019	1	10/4/2018	JVIA	JVIA10041800000000017	ALL 10/3/18		-10.77
2079	010	0100	6110			2019	2019	1	10/5/2018	JVIA	JVIA10051800000000026	ALL 10/4/18		-10.76
2079	010	0100	6110			2019	2019	1	10/9/2018	JVIA	JVIA10091800000000030	ALL 10/5/18		-10.61
2079	010	0100	6110			2019	2019	1	10/10/2018	JVIA	JVIA10101800000000038	ALL 10/6-10/9/18		-42.98
2079	010	0100	6110			2019	2019	1	10/11/2018	JVIA	JVIA10111800000000050	ALL 10/10/18		-10.76
2079	010	0100	6110			2019	2019	1	10/12/2018	JVIA	JVIA10121800000000054	ALL 10/11/18		-10.77
2079	010	0100	6110			2019	2019	1	10/15/2018	JVIA	JVIA10151800000000062	ALL 10/12-10/13/18		-21.54
2079	010	0100	6110			2019	2019	1	10/16/2018	JVIA	JVIA10161800000000070	ALL 10/14-10/15/18		-22.78
2079	010	0100	6110			2019	2019	1	10/17/2018	JVIA	JVIA10171800000000078	ALL 10/16/18		-11.33
2079	010	0100	6110			2019	2019	1	10/18/2018	JVIA	JVIA10181800000000086	ALL 10/17/18		-11.35
2079	010	0100	6110			2019	2019	1	10/19/2018	JVIA	JVIA10191800000000094	ALL 10/18/18		-11.07
2079	010	0100	6110			2019	2019	1	10/22/2018	JVIA	JVIA10221800000000102	ALL 10/19-10/20/18		-22.50
2079	010	0100	6110			2019	2019	1	10/23/2018	JVIA	JVIA10231800000000110	ALL 10/21-10/22/18		-22.53
2079	010	0100	6110			2019	2019	1	10/24/2018	JVIA	JVIA10241800000000118	ALL 10/23/18		-11.26

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Fund: 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports Fac Proj
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
2079	010	0100	6110			2019	2019	1	10/25/2018	JVIA	JVIA1025180000000126	ALL 10/24/18		-11.25
2079	010	0100	6110			2019	2019	1	10/26/2018	JVIA	JVIA1026180000000134	ALL 10/25/18		-11.28
2079	010	0100	6110			2019	2019	1	10/29/2018	JVIA	JVIA1029180000000142	ALL 10/26-10/27/18		-22.56
2079	010	0100	6110			2019	2019	1	10/30/2018	JVIA	JVIA1030180000000150	ALL 10/28-10/29/18		-22.67
2079	010	0100	6110			2019	2019	1	10/31/2018	JVIA	JVIA1031180000000158	ALL 10/30/18		-11.00
2079	010	0100	6110			2019	2019	2	11/2/2018	JVIA	JVIA1102180000000166	ALL 10/31-11/01/18		-20.17
2079	010	0100	6110			2019	2019	2	11/6/2018	JVIA	JVIA1106180000000174	ALL 11/2-11/5/18		-46.21
2079	010	0100	6110			2019	2019	2	11/7/2018	JVIA	JVIA1107180000000182	ALL 11/6/18		-11.54
2079	010	0100	6110			2019	2019	2	11/8/2018	JVIA	JVIA1108180000000190	ALL-11/7/18		-23.01
2079	010	0100	6110			2019	2019	2	11/9/2018	JVIA	JVIA1109180000000198	ALL-11/9/18		-23.03
2079	010	0100	6110			2019	2019	2	11/13/2018	JVIA	JVIA1113180000000206	ALL-11/9-11/12		-90.91
2079	010	0100	6110			2019	2019	2	11/14/2018	JVIA	JVIA1114180000000214	ALL-11/13		-22.75
2079	010	0100	6110			2019	2019	2	11/15/2018	JVIA	JVIA1115180000000222	ALL-11/14		-22.67
2079	010	0100	6110			2019	2019	2	11/19/2018	JVIA	JVIA1119180000000238	ALL 11/16-11/17/18		-45.52
2079	010	0100	6110			2019	2019	2	11/19/2018	JVIA	JVIA1119180000000230	ALL-11/15		-23.01
2079	010	0100	6110			2019	2019	2	11/20/2018	JVIA	JVIA1120180000000246	ALL 11/18-11/19/18		-46.40
2079	010	0100	6110			2019	2019	2	11/21/2018	JVIA	JVIA1121180000000254	ALL 11/20/18		-23.24
2079	010	0100	6110			2019	2019	2	11/26/2018	JVIA	JVIA1126180000000262	ALL 11/21-11/24/18		-92.44
2079	010	0100	6110			2019	2019	2	11/27/2018	JVIA	JVIA1127180000000270	ALL 11/25-11/26/18		-46.20
2079	010	0100	6110			2019	2019	2	11/28/2018	JVIA	JVIA1128180000000278	ALL 11/27/18		-23.03
2079	010	0100	6110			2019	2019	2	11/29/2018	JVIA	JVIA1129180000000286	ALL 11/28/18		-23.18
2079	010	0100	6110			2019	2019	2	11/30/2018	JVIA	JVIA1130180000000294	ALL 11/29/18		-23.41
2079	010	0100	6110			2019	2019	3	12/3/2018	JVIA	JVIA1203180000000309	ALL 11/30-12/2/18		51.43
2079	010	0100	6110			2019	2019	3	12/4/2018	JVIA	JVIA1204180000000313	ALL 12/3/18		17.23
2079	010	0100	6110			2019	2019	3	12/5/2018	JVIA	JVIA1205180000000321	ALL 12/4/18		17.24
2079	010	0100	6110			2019	2019	3	12/6/2018	JVIA	JVIA1206180000000329	ALL-12/5/18		4.77
2079	010	0100	6110			2019	2019	3	12/7/2018	JVIA	JVIA1207180000000337	ALL-12/6/18		4.80
2079	010	0100	6110			2019	2019	3	12/12/2018	JVIA	JVIA1212180000000341	ALL 12/7-12/11/18		27.22
2079	010	0100	6110			2019	2019	3	12/14/2018	JVIA	JVIA1214180000000353	ALL-12/12-12/13		10.63
2079	010	0100	6110			2019	2019	3	12/17/2018	JVIA	JVIA1217180000000357	ALL 12/14-12/17/18		15.78
2079	010	0100	6110			2019	2019	3	12/18/2018	JVIA	JVIA1218180000000365	ALL 12/17/18		7.09
2079	010	0100	6110			2019	2019	3	12/19/2018	JVIA	JVIA1219180000000373	ALL 12/18/18		5.52
2079	010	0100	6110			2019	2019	3	12/20/2018	JVIA	JVIA1220180000000385	ALL-12/19/18		5.60
2079	010	0100	6110			2019	2019	3	12/21/2018	JVIA	JVIA1221180000000389	ALL-12/20		5.73
2079	010	0100	6110			2019	2019	3	12/26/2018	JVIA	JVIA1226180000000393	ALL 12/21-12/24/18		22.89
2079	010	0100	6110			2019	2019	3	12/27/2018	JVIA	JVIA1227180000000401	ALL 12/25-12/26/18		11.22
2079	010	0100	6110			2019	2019	3	12/28/2018	JVIA	JVIA1228180000000409	ALL 12/27/18		5.85
2079	010	0100	6110			2019	2019	3	12/31/2018	JVIA	JVIA1231180000000417	ALL 12/28-12/30/18		17.42

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Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
2079	010	0100	6110			2019	2019	4	1/2/2019	JVIA	JVIA01021900000000433	ALL 12/31/18		5.12
2079	010	0100	6110			2019	2019	4	1/3/2019	JVIA	JVIA01031900000000437	ALL 1/1-1/2/19		11.57
2079	010	0100	6110			2019	2019	4	1/4/2019	JVIA	JVIA01041900000000445	ALL 1/3/19		5.81
2079	010	0100	6110			2019	2019	4	1/7/2019	JVIA	JVIA01071900000000453	ALL 1/4-1/5/19		11.60
2079	010	0100	6110			2019	2019	4	1/8/2019	JVIA	JVIA01081900000000461	ALL 1/6-1/7/19		11.57
2079	010	0100	6110			2019	2019	4	1/9/2019	JVIA	JVIA01091900000000469	ALL 1/8/19		5.80
2079	010	0100	6110			2019	2019	4	1/10/2019	JVIA	JVIA01101900000000481	ALL 1/9/19		5.90
2079	010	0100	6110			2019	2019	4	1/11/2019	JVIA	JVIA01111900000000485	ALL 1/10/19		5.92
2079	010	0100	6110			2019	2019	4	1/14/2019	JVIA	JVIA01141900000000497	ALL 1/11-1/12/19		-12.37
2079	010	0100	6110			2019	2019	4	1/15/2019	JVIA	JVIA01151900000000501	ALL 1/13-1/14/19		-12.39
2079	010	0100	6110			2019	2019	4	1/16/2019	JVIA	JVIA01161900000000509	ALL 1/15/19		-6.18
2079	010	0100	6110			2019	2019	4	1/17/2019	JVIA	JVIA01171900000000517	ALL 1/16/19		-6.16
2079	010	0100	6110			2019	2019	4	1/18/2019	JVIA	JVIA01181900000000525	ALL 1/17/19		-6.17
2079	010	0100	6110			2019	2019	4	1/22/2019	JVIA	JVIA01221900000000533	ALL 1/18-1/21/19		-24.69
2079	010	0100	6110			2019	2019	4	1/23/2019	JVIA	JVIA01231900000000541	ALL 1/22/19		-6.17
2079	010	0100	6110			2019	2019	4	1/24/2019	JVIA	JVIA01241900000000549	ALL 1/23/19		-6.22
2079	010	0100	6110			2019	2019	4	1/25/2019	JVIA	JVIA01251900000000561	ALL-1/24/19		-6.25
2079	010	0100	6110			2019	2019	4	1/28/2019	JVIA	JVIA01281900000000565	ALL 1/25-1/26/19		-12.59
2079	010	0100	6110			2019	2019	4	1/29/2019	JVIA	JVIA01291900000000573	1/27-1/28/19		-12.47
2079	010	0100	6110			2019	2019	4	1/30/2019	JVIA	JVIA01301900000000581	ALL 1/29/19		-6.28
2079	010	0100	6110			2019	2019	4	1/31/2019	JVIA	JVIA01311900000000589	ALL 1/30/19		-6.26
2079	010	0100	6110			2019	2019	5	2/1/2019	JVIA	JVIA02011900000000597	ALL 1/31/19		-5.46
2079	010	0100	6110			2019	2019	5	2/4/2019	JVIA	JVIA02041900000000605	ALL 2/1-2/3/19		-18.89
2079	010	0100	6110			2019	2019	5	2/5/2019	JVIA	JVIA02051900000000613	ALL 2/4/19		-6.28
2079	010	0100	6110			2019	2019	5	2/6/2019	JVIA	JVIA02061900000000621	ALL 2/5/19		-6.30
2079	010	0100	6110			2019	2019	5	2/7/2019	JVIA	JVIA02071900000000629	ALL 2/6/19		-18.72
2079	010	0100	6110			2019	2019	5	2/8/2019	JVIA	JVIA02081900000000637	ALL 2/7/19		-18.77
2079	010	0100	6110			2019	2019	5	2/11/2019	JVIA	JVIA02111900000000645	ALL 2/8-2/9/19		-37.51
2079	010	0100	6110			2019	2019	5	2/12/2019	JVIA	JVIA02121900000000653	ALL 2/10-2/11/19		-37.45
2079	010	0100	6110			2019	2019	5	2/13/2019	JVIA	JVIA02131900000000661	ALL 2/12/19		-18.75
2079	010	0100	6110			2019	2019	5	2/14/2019	JVIA	JVIA02141900000000669	ALL 2/13/19		-18.66
2079	010	0100	6110			2019	2019	5	2/15/2019	JVIA	JVIA02151900000000677	ALL 2/14/19		-18.63
2079	010	0100	6110			2019	2019	5	2/19/2019	JVIA	JVIA02191900000000685	ALL 2/15-2/18/19		-73.69
2079	010	0100	6110			2019	2019	5	2/20/2019	JVIA	JVIA02201900000000693	ALL 2/19/19		-18.65
2079	010	0100	6110			2019	2019	5	2/21/2019	JVIA	JVIA02211900000000701	ALL 2/20/19		-18.78
2079	010	0100	6110			2019	2019	5	2/22/2019	JVIA	JVIA02221900000000708	ALL 2/21/19		-18.89
2079	010	0100	6110			2019	2019	5	2/25/2019	JVIA	JVIA02251900000000720	ALL-2/22/19-2/24/19		-55.24

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Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
2079	010	0100	6110			2019	2019	5	2/26/2019	JVIA	JVIA0226190000000728	ALL 2/25/19		-18.45
2079	010	0100	6110			2019	2019	5	2/27/2019	JVIA	JVIA0227190000000736	ALL 2/26/19		-18.76
2079	010	0100	6110			2019	2019	5	2/28/2019	JVIA	JVIA0228190000000740	ALL 2/27/19		-18.69
2079	010	0100	6110			2019	2019	5	2/28/2019	JVIA	JVIA0228190000000748	ALL 2/27/19 FEB ADJ		-10.45
2079	010	0100	6110			2019	2019	6	3/1/2019	JVIA	JVIA0301190000000756	ALL 2/28/19		-23.75
2079	010	0100	6110			2019	2019	6	3/4/2019	JVIA	JVIA0304190000000764	ALL 3/1-3/2/19		-37.55
2079	010	0100	6110			2019	2019	6	3/6/2019	JVIA	JVIA0306190000000772	ALL 3/3-3/5/19		-56.57
2079	010	0100	6110			2019	2019	6	3/7/2019	JVIA	JVIA0307190000000780	ALL 3/6/19		-31.46
2079	010	0100	6110			2019	2019	6	3/8/2019	JVIA	JVIA0308190000000788	ALL 3/7/19		-31.65
2079	010	0100	6110			2019	2019	6	3/11/2019	JVIA	JVIA0311190000000795	ALL 3/8-3/10/19		-94.83
2079	010	0100	6110			2019	2019	6	3/12/2019	JVIA	JVIA0312190000000807	ALL-3/11/19		-31.27
2079	010	0100	6110			2019	2019	6	3/13/2019	JVIA	JVIA0313190000000811	ALL 3/10 & 3/12/19		-62.34
2079	010	0100	6110			2019	2019	6	3/14/2019	JVIA	JVIA0314190000000819	ALL 3/13/19		-31.24
2079	010	0100	6110			2019	2019	6	3/15/2019	JVIA	JVIA0315190000000826	ALL 3/14/19		-31.32
2079	010	0100	6110			2019	2019	6	3/18/2019	JVIA	JVIA0318190000000834	ALL 3/15-3/16/19		-62.58
2079	010	0100	6110			2019	2019	6	3/19/2019	JVIA	JVIA0319190000000842	ALL 3/17-3/18/19		-62.54
2079	010	0100	6110			2019	2019	6	3/20/2019	JVIA	JVIA0320190000000850	ALL 3/19/19		-31.32
2079	010	0100	6110			2019	2019	6	3/21/2019	JVIA	JVIA0321190000000857	ALL 3/20/19		-31.31
2079	010	0100	6110			2019	2019	6	3/22/2019	JVIA	JVIA0322190000000865	ALL 3/21/19		-31.40
2079	010	0100	6110			2019	2019	6	3/25/2019	JVIA	JVIA0325190000000873	ALL 3/22-3/23/19		-62.66
2079	010	0100	6110			2019	2019	6	3/26/2019	JVIA	JVIA0326190000000881	ALL 3/24-2/25/19		-62.65
2079	010	0100	6110			2019	2019	6	3/27/2019	JVIA	JVIA0327190000000889	ALL 3/26/19		-31.32
2079	010	0100	6110			2019	2019	6	3/28/2019	JVIA	JVIA0328190000000900	ALL-3/27/19		-31.29
2079	010	0100	6110			2019	2019	6	3/29/2019	JVIA	JVIA0329190000000904	ALL 3/28/19		-31.29
2079	010	0100	6110			2019	2019	7	4/1/2019	JVIA	JVIA0401190000000912	ALL 3/29-3/30/19		-63.40
2079	010	0100	6110			2019	2019	7	4/2/2019	JVIA	JVIA0402190000000920	ALL 3/31-4/1/19		-57.97
2079	010	0100	6110			2019	2019	7	4/3/2019	JVIA	JVIA0403190000000928	ALL 4/2/19		-31.51
2079	010	0100	6110			2019	2019	7	4/4/2019	JVIA	JVIA0404190000000936	ALL 4/3/19		-43.92
2079	010	0100	6110			2019	2019	7	4/5/2019	JVIA	JVIA0405190000000943	ALL 4/4/19		-44.08
2079	010	0100	6110			2019	2019	7	4/8/2019	JVIA	JVIA0408190000000950	ALL 4/5-4/6/19		-88.21
2079	010	0100	6110			2019	2019	7	4/9/2019	JVIA	JVIA0409190000000958	ALL 4/7-4/8/19		-88.58
2079	010	0100	6110			2019	2019	7	4/10/2019	JVIA	JVIA0410190000000966	ALL 4/9/19		-44.39
2079	010	0100	6110			2019	2019	7	4/11/2019	JVIA	JVIA0411190000000974	ALL 4/10/19		-44.23
2079	010	0100	6110			2019	2019	7	4/12/2019	JVIA	JVIA0412190000000981	ALL 4/11/19		-44.20
2079	010	0100	6110			2019	2019	7	4/15/2019	JVIA	JVIA0415190000000988	ALL 4/12-4/13/19		-88.30
2079	010	0100	6110			2019	2019	7	4/16/2019	JVIA	JVIA0416190000000996	ALL 4/14-4/15/19		-89.23
2079	010	0100	6110			2019	2019	7	4/17/2019	JVIA	JVIA0417190000001004	ALL 4/16/19		-43.91
2079	010	0100	6110			2019	2019	7	4/18/2019	JVIA	JVIA0418190000001012	ALL 4/17/19		-44.07

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Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
2079	010	0100	6110			2019	2019	7	4/22/2019	JVIA	JVIA0422190000001019	ALL 4/18-4/21/19		-174.83
2079	010	0100	6110			2019	2019	7	4/23/2019	JVIA	JVIA0423190000001026	ALL 4/22/19		-44.17
2079	010	0100	6110			2019	2019	7	4/24/2019	JVIA	JVIA0424190000001034	ALL 4/23/19		-44.11
2079	010	0100	6110			2019	2019	7	4/25/2019	JVIA	JVIA0425190000001041	ALL 4/24/19		-44.04
2079	010	0100	6110			2019	2019	7	4/26/2019	JVIA	JVIA0426190000001048	ALL 4/25/19		-44.07
2079	010	0100	6110			2019	2019	7	4/29/2019	JVIA	JVIA0429190000001055	ALL 4/26-4/18/19		-132.03
2079	010	0100	6110			2019	2019	7	4/30/2019	JVIA	JVIA0430190000001063	ALL 4/29/19		-43.78
2079	010	0100	6110			2019	2019	8	5/1/2019	JVIA	JVIA0501190000001075	ALL 4/30/19		-43.89
2079	010	0100	6110			2019	2019	8	5/2/2019	JVIA	JVIA0502190000001083	ALL 5/1/19		-43.53
2079	010	0100	6110			2019	2019	8	5/3/2019	JVIA	JVIA0503190000001091	ALL 5/2/19		-43.62
2079	010	0100	6110			2019	2019	8	5/6/2019	JVIA	JVIA0506190000001099	ALL 5/3-5/5/19		-167.41
2079	010	0100	6110			2019	2019	8	5/7/2019	JVIA	JVIA0507190000001107	ALL 5/6/19		-55.95
2079	010	0100	6110			2019	2019	8	5/8/2019	JVIA	JVIA0508190000001115	ALL 5/7/19		-55.94
2079	010	0100	6110			2019	2019	8	5/9/2019	JVIA	JVIA0509190000001123	ALL 5/8/19		-56.07
2079	010	0100	6110			2019	2019	8	5/10/2019	JVIA	JVIA0510190000001130	ALL 5/9/19		-56.06
2079	010	0100	6110			2019	2019	8	5/13/2019	JVIA	JVIA0513190000001138	ALL 5/10-5/12/19		-168.39
2079	010	0100	6110			2019	2019	8	5/14/2019	JVIA	JVIA0514190000001146	ALL 5/13/19		-56.19
2079	010	0100	6110			2019	2019	8	5/15/2019	JVIA	JVIA0515190000001154	ALL 5/14/19		-56.10
2079	010	0100	6110			2019	2019	8	5/16/2019	JVIA	JVIA0516190000001162	ALL 5/15/19		-56.27
2079	010	0100	6110			2019	2019	8	5/17/2019	JVIA	JVIA0517190000001169	ALL 5/16/19		-56.57
2079	010	0100	6110			2019	2019	8	5/20/2019	JVIA	JVIA0520190000001177	ALL 5/17-5/18/19		-112.02
2079	010	0100	6110			2019	2019	8	5/21/2019	JVIA	JVIA0521190000001185	ALL 5/19-5/20/19		-112.27
2079	010	0100	6110			2019	2019	8	5/22/2019	JVIA	JVIA0522190000001193	ALL 5/21/19		-56.08
2079	010	0100	6110			2019	2019	8	5/23/2019	JVIA	JVIA0523190000001201	ALL 5/22/19		-56.12
2079	010	0100	6110			2019	2019	8	5/24/2019	JVIA	JVIA0524190000001209	ALL 5/23/19		-56.09
2079	010	0100	6110			2019	2019	8	5/28/2019	JVIA	JVIA0528190000001217	ALL 5/24-5/26/19		-167.94
2079	010	0100	6110			2019	2019	8	5/29/2019	JVIA	JVIA0529190000001225	ALL 5/27-5/28/19		-111.74
2079	010	0100	6110			2019	2019	8	5/30/2019	JVIA	JVIA0530190000001233	ALL 5/29/19		-55.99
2079	010	0100	6110			2019	2019	8	5/31/2019	JVIA	JVIA0531190000001245	ALL 5/30/19		-55.96
2079	010	0100	6110			2019	2019	9	6/3/2019	JVIA	JVIA0603190000001253	ALL 5/31-6/1/19		92.81
2079	010	0100	6110			2019	2019	9	6/4/2019	JVIA	JVIA0604190000001261	ALL 6/2-6/3/19		100.34
2079	010	0100	6110			2019	2019	9	6/5/2019	JVIA	JVIA0605190000001269	ALL 6/4/19		49.04
2079	010	0100	6110			2019	2019	9	6/6/2019	JVIA	JVIA0606190000001277	ALL 6/5/19		49.14
2079	010	0100	6110			2019	2019	9	6/7/2019	JVIA	JVIA0607190000001284	ALL 6/6/19		49.21
2079	010	0100	6110			2019	2019	9	6/10/2019	JVIA	JVIA0610190000001288	ALL 6/7-6/8/19		73.87
2079	010	0100	6110			2019	2019	9	6/11/2019	JVIA	JVIA0611190000001296	ALL 6/9-6/10/19		73.79
2079	010	0100	6110			2019	2019	9	6/12/2019	JVIA	JVIA0612190000001304	ALL 6/11/19		37.34

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Fund: 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports Fac Proj
Dept: 010 Interest Distribution Agency

Fund Dept	Unit Sub	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income												
2079	010	0100	6110	2019	2019	9	6/13/2019	JVIA	JVIA06131900000001312	ALL 6/12/19		37.42
2079	010	0100	6110	2019	2019	9	6/14/2019	JVIA	JVIA06141900000001319	ALL 6/13/19		37.58
2079	010	0100	6110	2019	2019	9	6/17/2019	JVIA	JVIA06171900000001331	ALL- 6/14 - 6/16		112.59
2079	010	0100	6110	2019	2019	9	6/18/2019	JVIA	JVIA06181900000001339	ALL - 6/17		37.77
2079	010	0100	6110	2019	2019	9	6/19/2019	JVIA	JVIA06191900000001347	ALL - 6/18		37.14
2079	010	0100	6110	2019	2019	9	6/20/2019	JVIA	JVIA06201900000001355	ALL -6/19		37.55
2079	010	0100	6110	2019	2019	9	6/21/2019	JVIA	JVIA06211900000001363	ALL-6/20		37.27
2079	010	0100	6110	2019	2019	9	6/24/2019	JVIA	JVIA06241900000001367	ALL 6/21/19		37.28
2079	010	0100	6110	2019	2019	9	6/25/2019	JVIA	JVIA06251900000001375	ALL 6/22-6/24/19		111.76
2079	010	0100	6110	2019	2019	9	6/26/2019	JVIA	JVIA06261900000001383	ALL 6/25/19		37.18
2079	010	0100	6110	2019	2019	9	6/27/2019	JVIA	JVIA06271900000001391	ALL 6/26/19		37.26
2079	010	0100	6110	2019	2019	9	6/28/2019	JVIA	JVIA06281900000001407	ALL-ADJ JUNE		90.01
2079	010	0100	6110	2019	2019	9	6/28/2019	JVIA	JVIA06281900000001403	ALL 6/27/19		37.43
2079	010	0100	6110	2019	2019	10	7/1/2019	JVIA	JVIA07011900000001415	ALL 6/28-6/29/19		75.00
2079	010	0100	6110	2019	2019	10	7/2/2019	JVIA	JVIA07021900000001423	ALL 6/30-7/1/19		74.52
2079	010	0100	6110	2019	2019	10	7/3/2019	JVIA	JVIA07031900000001431	ALL 7/2/19		37.53
2079	010	0100	6110	2019	2019	10	7/5/2019	JVIA	JVIA07051900000001439	ALL 7/3/19		37.48
2079	010	0100	6110	2019	2019	10	7/8/2019	JVIA	JVIA07081900000001447	ALL 7/4-7/6/19		112.65
2079	010	0100	6110	2019	2019	10	7/9/2019	JVIA	JVIA07091900000001455	ALL 7/7-7/8/19		75.21
2079	010	0100	6110	2019	2019	10	7/10/2019	JVIA	JVIA07101900000001463	ALL 7/9/19		37.75
2079	010	0100	6110	2019	2019	10	7/11/2019	JVIA	JVIA07111900000001471	ALL 7/10/19		24.77
2079	010	0100	6110	2019	2019	10	7/12/2019	JVIA	JVIA07121900000001479	ALL 7/11/19		25.02
2079	010	0100	6110	2019	2019	10	7/15/2019	JVIA	JVIA07151900000001487	ALL 7/12-7/13/19		50.12
2079	010	0100	6110	2019	2019	10	7/16/2019	JVIA	JVIA07161900000001495	ALL 7/14-7/15/19		50.48
2079	010	0100	6110	2019	2019	10	7/17/2019	JVIA	JVIA07171900000001503	ALL 7/16/19		25.15
2079	010	0100	6110	2019	2019	10	7/18/2019	JVIA	JVIA07181900000001511	ALL 7/17/19		25.05
2079	010	0100	6110	2019	2019	10	7/19/2019	JVIA	JVIA07191900000001519	ALL 7/19/19		25.07
2079	010	0100	6110	2019	2019	10	7/22/2019	JVIA	JVIA07221900000001526	ALL 7/19-7/20/19		50.17
2079	010	0100	6110	2019	2019	10	7/23/2019	JVIA	JVIA07231900000001534	ALL 7/21-7/22/19		50.20
2079	010	0100	6110	2019	2019	10	7/24/2019	JVIA	JVIA07241900000001542	ALL 7/23/19		25.14
2079	010	0100	6110	2019	2019	10	7/25/2019	JVIA	JVIA07251900000001550	ALL 7/24/19		25.16
2079	010	0100	6110	2019	2019	10	7/26/2019	JVIA	JVIA07261900000001558	ALL 7/25/19		25.28
2079	010	0100	6110	2019	2019	10	7/29/2019	JVIA	JVIA07291900000001566	ALL 7/26-7/27/19		50.25
2079	010	0100	6110	2019	2019	10	7/30/2019	JVIA	JVIA07301900000001574	ALL 7/28-7/29/19		50.00
2079	010	0100	6110	2019	2019	10	7/30/2019	JVIA	JVIA07301900000001586	ALL 7/29/19, ADJ.		61.51
2079	010	0100	6110	2019	2019	10	7/31/2019	JVIA	JVIA07311900000001590	ALL 7/30/19		24.66
2079	010	0100	6110	2019	2019	11	8/1/2019	JVIA	JVIA08011900000001598	ALL 7/31/19		21.01
2079	010	0100	6110	2019	2019	11	8/2/2019	JVIA	JVIA08021900000001606	ALL 8/1/19		25.04

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Fund: 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports Fac Proj
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Date	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income															
2079	010	0100	6110			2019	2019	11	8/5/2019		JVIA	JVIA08051900000001614	ALL 8/2-8/4/19		75.32
2079	010	0100	6110			2019	2019	11	8/6/2019		JVIA	JVIA08061900000001622	ALL 8/5/19		24.77
2079	010	0100	6110			2019	2019	11	8/7/2019		JVIA	JVIA08071900000001630	ALL 8/6/19		24.75
2079	010	0100	6110			2019	2019	11	8/8/2019		JVIA	JVIA08081900000001635	ALL 8/7/19		24.19
2079	010	0100	6110			2019	2019	11	8/9/2019		JVIA	JVIA08091900000001643	ALL 8/8/19		23.78
2079	010	0100	6110			2019	2019	11	8/12/2019		JVIA	JVIA08121900000001651	ALL 8/9-8/10/19		23.76
2079	010	0100	6110			2019	2019	11	8/13/2019		JVIA	JVIA08131900000001659	ALL 8/11-8/12/19		23.86
2079	010	0100	6110			2019	2019	11	8/15/2019		JVIA	JVIA08151900000001667	ALL 8/12-8/14/19		23.68
2079	010	0100	6110			2019	2019	11	8/16/2019		JVIA	JVIA08161900000001675	ALL 8/15/19		11.42
2079	010	0100	6110			2019	2019	11	8/19/2019		JVIA	JVIA08191900000001683	ALL 8/16-8/17/19		22.76
2079	010	0100	6110			2019	2019	11	8/20/2019		JVIA	JVIA08201900000001689	ALL 8/18-8/19/19		23.59
2079	010	0100	6110			2019	2019	11	8/21/2019		JVIA	JVIA08211900000001697	ALL 8/20/19		11.79
2079	010	0100	6110			2019	2019	11	8/22/2019		JVIA	JVIA08221900000001705	ALL 8/21/19		11.83
2079	010	0100	6110			2019	2019	11	8/23/2019		JVIA	JVIA08231900000001713	ALL 8/22/19		11.88
2079	010	0100	6110			2019	2019	11	8/26/2019		JVIA	JVIA08261900000001721	ALL 8/23-8/25/19		35.48
2079	010	0100	6110			2019	2019	11	8/27/2019		JVIA	JVIA08271900000001729	ALL 8/26/19		11.65
2079	010	0100	6110			2019	2019	11	8/28/2019		JVIA	JVIA08281900000001737	ALL 8/27/19		11.73
2079	010	0100	6110			2019	2019	11	8/28/2019		JVIA	JVIA08281900000001749	ALL 8/27/19		19.57
2079	010	0100	6110			2019	2019	11	8/29/2019		JVIA	JVIA08291900000001753	ALL 8/28/19		11.64
2079	010	0100	6110			2019	2019	11	8/30/2019		JVIA	JVIA08301900000001761	ALL 8/29/19		11.69
2079	010	0100	6110			2019	2019	12	9/5/2019		JVIA	JVIA09051900000001769	ALL 8/30-9/4/19		56.36
2079	010	0100	6110			2019	2019	12	9/6/2019		JVIA	JVIA09061900000001777	ALL 9/5/19		-0.19
2079	010	0100	6110			2019	2019	12	9/9/2019		JVIA	JVIA09091900000001785	ALL 9/6-9/8/19		-0.46
2079	010	0100	6110			2019	2019	12	9/10/2019		JVIA	JVIA09101900000001793	ALL 9/9/19		-0.20
2079	010	0100	6110			2019	2019	12	9/11/2019		JVIA	JVIA09111900000001801	ALL 9/10/19		-0.20
2079	010	0100	6110			2019	2019	12	9/12/2019		JVIA	JVIA09121900000001809	ALL 9/11/19		-0.20
2079	010	0100	6110			2019	2019	12	9/13/2019		JVIA	JVIA09131900000001817	ALL 9/12/19		-0.20
2079	010	0100	6110			2019	2019	12	9/16/2019		JVIA	JVIA09161900000001825	ALL 9/13-9/15		-0.59
2079	010	0100	6110			2019	2019	12	9/17/2019		JVIA	JVIA09171900000001833	ALL 9/16/19		-0.20
2079	010	0100	6110			2019	2019	12	9/18/2019		JVIA	JVIA09181900000001841	ALL 9/17/19		-0.20
2079	010	0100	6110			2019	2019	12	9/19/2019		JVIA	JVIA09191900000001849	ALL 9/18/19		-0.20
2079	010	0100	6110			2019	2019	12	9/20/2019		JVIA	JVIA09201900000001857	ALL 9/19/19		-0.20
2079	010	0100	6110			2019	2019	12	9/23/2019		JVIA	JVIA09231900000001865	ALL 9/20-9/22/19		-0.54
2079	010	0100	6110			2019	2019	12	9/24/2019		JVIA	JVIA09241900000001873	ALL 9/23/19		-0.18
2079	010	0100	6110			2019	2019	12	9/26/2019		JVIA	JVIA09261900000001889	ALL 9/25/19		-0.18
2079	010	0100	6110			2019	2019	12	9/26/2019		JVIA	JVIA09261900000001881	ALL 9/24/19		-0.23
2079	010	0100	6110			2019	2019	12	9/27/2019		JVIA	JVIA09271900000001901	ALL 9/26/19		-0.18

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Fund: 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports
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Fund Dept	Unit Sub	Rev. Mjr	Program	Grant	Fiscal	Fiscal	Doc	Doc	Doc	Doc	Line	Vendor	Amount
	Unit	Srce	Prg.	Year	Month	Year	Rec'd	Code	Number	Description	Code	Amount	
							Date						
2079	010	0100	6110	2019	12	2019	9/27/2019	JVIA	JVIA09271900000001909	ALL 9/26/19 ADJ		-2.43	
2079	010	0100	6110	2019	12	2019	9/30/2019	JVIA	JVIA09301900000001913	ALL-9/27-9/30		-0.74	
Revenue Source 6110 Pool Interest Income													
2079	010	0100	6116	2019	1	2019	10/2/2018	JVIA	JVIA10021800000000006	FVC 10/1/18		0.04	
2079	010	0100	6116	2019	1	2019	10/5/2018	JVIA	JVIA10051800000000022	FVC 10/4/18		0.06	
2079	010	0100	6116	2019	1	2019	10/9/2018	JVIA	JVIA10091800000000034	FVC 10/5/18		-0.07	
2079	010	0100	6116	2019	1	2019	10/10/2018	JVIA	JVIA10101800000000042	FVC 10/6-10/9/18		-0.36	
2079	010	0100	6116	2019	1	2019	10/11/2018	JVIA	JVIA10111800000000046	FVC 10/10/18		-0.07	
2079	010	0100	6116	2019	1	2019	10/12/2018	JVIA	JVIA10121800000000058	FVC 10/11/18		-0.12	
2079	010	0100	6116	2019	1	2019	10/15/2018	JVIA	JVIA10151800000000066	FVC 10/12-10/13/18		-0.06	
2079	010	0100	6116	2019	1	2019	10/16/2018	JVIA	JVIA10161800000000074	FVC 10/14-10/15/18		2.62	
2079	010	0100	6116	2019	1	2019	10/17/2018	JVIA	JVIA10171800000000082	FVC 10/16/18		-0.08	
2079	010	0100	6116	2019	1	2019	10/18/2018	JVIA	JVIA10181800000000090	FVC 10/17/18		-0.10	
2079	010	0100	6116	2019	1	2019	10/19/2018	JVIA	JVIA10191800000000098	FVC 10/18/18		-0.08	
2079	010	0100	6116	2019	1	2019	10/22/2018	JVIA	JVIA10221800000000106	FVC 10/19-10/20/18		-0.08	
2079	010	0100	6116	2019	1	2019	10/23/2018	JVIA	JVIA10231800000000114	FVC 10/21-10/22/18		-0.24	
2079	010	0100	6116	2019	1	2019	10/24/2018	JVIA	JVIA10241800000000122	FVC 10/23/18		-0.09	
2079	010	0100	6116	2019	1	2019	10/25/2018	JVIA	JVIA10251800000000130	FVC 10/24/18		-0.10	
2079	010	0100	6116	2019	1	2019	10/26/2018	JVIA	JVIA10261800000000138	FVC 10/25/18		-0.10	
2079	010	0100	6116	2019	1	2019	10/29/2018	JVIA	JVIA10291800000000146	FVC 10/26-10/27/18		-0.08	
2079	010	0100	6116	2019	1	2019	10/30/2018	JVIA	JVIA10301800000000154	FVC 10/28-10/29/18		-0.26	
2079	010	0100	6116	2019	1	2019	10/31/2018	JVIA	JVIA10311800000000162	FVC 10/30/18		-0.05	
2079	010	0100	6116	2019	2	2019	11/2/2018	JVIA	JVIA11021800000000170	FVC 10/31-11/01/18		1.65	
2079	010	0100	6116	2019	2	2019	11/6/2018	JVIA	JVIA11061800000000178	FVC 11/2-11/5/18		-0.35	
2079	010	0100	6116	2019	2	2019	11/7/2018	JVIA	JVIA11071800000000186	FVC 11/6/18		-0.07	
2079	010	0100	6116	2019	2	2019	11/8/2018	JVIA	JVIA11081800000000194	FVC-11/7/18		-0.16	
2079	010	0100	6116	2019	2	2019	11/9/2018	JVIA	JVIA11091800000000202	FVC-11/8/18		-0.23	
2079	010	0100	6116	2019	2	2019	11/13/2018	JVIA	JVIA11131800000000210	FVC-11/9-11/12		-0.14	
2079	010	0100	6116	2019	2	2019	11/14/2018	JVIA	JVIA11141800000000218	FVC-11/13/18		-0.71	
2079	010	0100	6116	2019	2	2019	11/15/2018	JVIA	JVIA11151800000000226	FVC-11/14		-0.17	
2079	010	0100	6116	2019	2	2019	11/19/2018	JVIA	JVIA11191800000000242	FVC 11/16-11/17/18		0.07	
2079	010	0100	6116	2019	2	2019	11/20/2018	JVIA	JVIA11201800000000250	FVC-11/15		-20.41	
2079	010	0100	6116	2019	2	2019	11/21/2018	JVIA	JVIA11211800000000258	FVC 11/18-11/19/18		0.30	
2079	010	0100	6116	2019	2	2019	11/26/2018	JVIA	JVIA11261800000000266	FVC 11/20/18		0.06	
2079	010	0100	6116	2019	2	2019	11/27/2018	JVIA	JVIA11271800000000274	FVC 11/21-11/24-18		0.14	
2079	010	0100	6116	2019	2	2019	11/28/2018	JVIA	JVIA11281800000000282	FVC 11/25-11/26/18		0.15	
2079	010	0100	6116	2019	2	2019		JVIA		FVC 11/27/18		0.04	

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Fund	Dept	Unit	Sub Unit	Rev. Mjr. Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
2079	010	0100	6116			2019	2019	2	11/29/2018	JVIA	JVIA1129180000000290	FVC - 11/28/18		0.07
2079	010	0100	6116			2019	2019	2	11/30/2018	JVIA	JVIA1130180000000298	FVC 11/29/18		-23.38
2079	010	0100	6116			2019	2019	2	11/30/2018	JVIA	JVIA1130180000000302	FVC PAYDOW 11/29/18		2.42
2079	010	0100	6116			2019	2019	3	12/3/2018	JVIA	JVIA1203180000000306	FVC 11/30-12/2/18		-0.01
2079	010	0100	6116			2019	2019	3	12/4/2018	JVIA	JVIA1204180000000317	FVC 12/3/18		-5.51
2079	010	0100	6116			2019	2019	3	12/5/2018	JVIA	JVIA1205180000000325	FVC 12/4/18		-0.04
2079	010	0100	6116			2019	2019	3	12/7/2018	JVIA	JVIA1207180000000333	FVC-12/6/18		-0.03
2079	010	0100	6116			2019	2019	3	12/12/2018	JVIA	JVIA1212180000000345	FVC 12/7-12/11/18		-0.08
2079	010	0100	6116			2019	2019	3	12/14/2018	JVIA	JVIA1214180000000349	FVC-12/12-12/13		0.90
2079	010	0100	6116			2019	2019	3	12/17/2018	JVIA	JVIA1217180000000361	FVC 12/14-12/16/18		-0.11
2079	010	0100	6116			2019	2019	3	12/18/2018	JVIA	JVIA1218180000000369	FVC 12/17/18		-0.03
2079	010	0100	6116			2019	2019	3	12/19/2018	JVIA	JVIA1219180000000377	FVC 12/18/18		-0.01
2079	010	0100	6116			2019	2019	3	12/20/2018	JVIA	JVIA1220180000000381	FVC-12/19/18		-0.01
2079	010	0100	6116			2019	2019	3	12/26/2018	JVIA	JVIA1226180000000397	FVC 12/21-12/24/18		-0.80
2079	010	0100	6116			2019	2019	3	12/27/2018	JVIA	JVIA1227180000000405	FVC 12/25-12/26/18		0.07
2079	010	0100	6116			2019	2019	3	12/28/2018	JVIA	JVIA1228180000000413	FVC 12/27/18		0.04
2079	010	0100	6116			2019	2019	3	12/31/2018	JVIA	JVIA1231180000000421	FVC 12/28-12/30/18		2.24
2079	010	0100	6116			2019	2019	3	12/31/2018	JVIA	JVIA1231180000000425	FVC 12/1-12/20/18		-1.17
2079	010	0100	6116			2019	2019	4	1/2/2019	JVIA	JVIA0102190000000429	FVC 12/31/18		0.08
2079	010	0100	6116			2019	2019	4	1/3/2019	JVIA	JVIA0103190000000441	FVC 1/1-1/2/19		-2.62
2079	010	0100	6116			2019	2019	4	1/4/2019	JVIA	JVIA0104190000000449	FVC 1/3/19		0.04
2079	010	0100	6116			2019	2019	4	1/7/2019	JVIA	JVIA0107190000000457	FVC 1/4-1/5/19		0.04
2079	010	0100	6116			2019	2019	4	1/8/2019	JVIA	JVIA0108190000000465	FVC 1/6-1/7/19		0.11
2079	010	0100	6116			2019	2019	4	1/9/2019	JVIA	JVIA0109190000000473	FVC 1/8/19		0.04
2079	010	0100	6116			2019	2019	4	1/10/2019	JVIA	JVIA0110190000000477	FVC 1/9/19		0.03
2079	010	0100	6116			2019	2019	4	1/11/2019	JVIA	JVIA0111190000000489	FVC 1/10/19		0.04
2079	010	0100	6116			2019	2019	4	1/14/2019	JVIA	JVIA0114190000000493	FVC 1/11-1/12/19		-0.02
2079	010	0100	6116			2019	2019	4	1/15/2019	JVIA	JVIA0115190000000505	FVC 1/13-1/14/19		-0.12
2079	010	0100	6116			2019	2019	4	1/16/2019	JVIA	JVIA0116190000000513	FVC 1/15/19		3.14
2079	010	0100	6116			2019	2019	4	1/17/2019	JVIA	JVIA0117190000000521	FVC 1/16/19		-0.05
2079	010	0100	6116			2019	2019	4	1/18/2019	JVIA	JVIA0118190000000529	FVC 1/17/19		-0.03
2079	010	0100	6116			2019	2019	4	1/22/2019	JVIA	JVIA0122190000000537	FVC 1/18-1/21/19		-0.02
2079	010	0100	6116			2019	2019	4	1/23/2019	JVIA	JVIA0123190000000545	FVC 1/22/19		-0.16
2079	010	0100	6116			2019	2019	4	1/24/2019	JVIA	JVIA0124190000000553	FVC 1/23/19		-0.05
2079	010	0100	6116			2019	2019	4	1/25/2019	JVIA	JVIA0125190000000557	FVC-1/24/19		-0.03
2079	010	0100	6116			2019	2019	4	1/28/2019	JVIA	JVIA0128190000000569	FVC 1/25-1/26/19		-0.05
2079	010	0100	6116			2019	2019	4	1/29/2019	JVIA	JVIA0129190000000577	FVC - 1/27-1/28/19		-0.10
2079	010	0100	6116			2019	2019	4	1/30/2019	JVIA	JVIA0130190000000585	FVC 1/29/19		-0.06

PALM BEACH COUNTY, FLORIDA
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Fund: 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports Fac Proj
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
2079	010	0100	6116			2019	2019	4	1/31/2019	JVIA	JVIA0131190000000593	FVC 1/30/19		-0.03
2079	010	0100	6116			2019	2019	5	2/1/2019	JVIA	JVIA0201190000000601	FVC 1/31/19		-1.98
2079	010	0100	6116			2019	2019	5	2/4/2019	JVIA	JVIA0204190000000609	FVC 2/1-2/3/19		3.44
2079	010	0100	6116			2019	2019	5	2/5/2019	JVIA	JVIA0205190000000617	FVC 2/4/19		-0.12
2079	010	0100	6116			2019	2019	5	2/6/2019	JVIA	JVIA0206190000000625	FVC 2/5/19		-0.04
2079	010	0100	6116			2019	2019	5	2/7/2019	JVIA	JVIA0207190000000633	FVC 2/6/19		-0.08
2079	010	0100	6116			2019	2019	5	2/8/2019	JVIA	JVIA0208190000000641	FVC 2/7/19		-0.15
2079	010	0100	6116			2019	2019	5	2/11/2019	JVIA	JVIA0211190000000649	FVC 2/8-2/9/19		-0.10
2079	010	0100	6116			2019	2019	5	2/12/2019	JVIA	JVIA0212190000000657	FVC 2/10-2/11/19		-0.35
2079	010	0100	6116			2019	2019	5	2/13/2019	JVIA	JVIA0213190000000665	FVC 2/12/19		-0.14
2079	010	0100	6116			2019	2019	5	2/14/2019	JVIA	JVIA0214190000000673	FVC 2/13/19		-0.10
2079	010	0100	6116			2019	2019	5	2/15/2019	JVIA	JVIA0215190000000681	FVC 2/14/19		-11.66
2079	010	0100	6116			2019	2019	5	2/19/2019	JVIA	JVIA0219190000000689	FVC 2/15-2/18/19		-0.49
2079	010	0100	6116			2019	2019	5	2/20/2019	JVIA	JVIA0220190000000697	FVC 2/19/19		3.88
2079	010	0100	6116			2019	2019	5	2/21/2019	JVIA	JVIA0221190000000705	FVC 2/20/19		0.03
2079	010	0100	6116			2019	2019	5	2/22/2019	JVIA	JVIA0222190000000712	FVC 2/21/19		0.05
2079	010	0100	6116			2019	2019	5	2/25/2019	JVIA	JVIA0225190000000716	FVC 2/22-2/24		0.08
2079	010	0100	6116			2019	2019	5	2/26/2019	JVIA	JVIA0226190000000724	FVC 2/25/19		0.11
2079	010	0100	6116			2019	2019	5	2/27/2019	JVIA	JVIA0227190000000732	FVC 2/26/19		0.04
2079	010	0100	6116			2019	2019	5	2/28/2019	JVIA	JVIA0228190000000752	FVC 2/27/19 FEB PAYD		4.00
2079	010	0100	6116			2019	2019	5	2/28/2019	JVIA	JVIA0228190000000744	FVC 2/27/19		0.08
2079	010	0100	6116			2019	2019	6	3/1/2019	JVIA	JVIA0301190000000760	FVC 2/28/19		-4.12
2079	010	0100	6116			2019	2019	6	3/4/2019	JVIA	JVIA0304190000000768	FVC 3/1-3/2/19		9.11
2079	010	0100	6116			2019	2019	6	3/6/2019	JVIA	JVIA0306190000000776	FVC 3/3-3/5/19		0.14
2079	010	0100	6116			2019	2019	6	3/7/2019	JVIA	JVIA0307190000000784	FVC 3/6/19		0.04
2079	010	0100	6116			2019	2019	6	3/8/2019	JVIA	JVIA0308190000000792	FVC 3/7/19		0.01
2079	010	0100	6116			2019	2019	6	3/11/2019	JVIA	JVIA0311190000000799	FVC 3/8-3/10/19		0.23
2079	010	0100	6116			2019	2019	6	3/12/2019	JVIA	JVIA0312190000000803	FVC 3/11/19		0.27
2079	010	0100	6116			2019	2019	6	3/13/2019	JVIA	JVIA0313190000000815	FVC 3/12/19		0.06
2079	010	0100	6116			2019	2019	6	3/14/2019	JVIA	JVIA0314190000000823	FVC 3/13/19		0.01
2079	010	0100	6116			2019	2019	6	3/15/2019	JVIA	JVIA0315190000000830	FVC 3/14/19		-0.32
2079	010	0100	6116			2019	2019	6	3/18/2019	JVIA	JVIA0318190000000838	FVC 3/15-1/16/19		0.07
2079	010	0100	6116			2019	2019	6	3/19/2019	JVIA	JVIA0319190000000846	FVC 3/17-3/18/19		0.18
2079	010	0100	6116			2019	2019	6	3/20/2019	JVIA	JVIA0320190000000854	FVC 3/19/19		0.04
2079	010	0100	6116			2019	2019	6	3/21/2019	JVIA	JVIA0321190000000861	FVC 3/20/19		0.08
2079	010	0100	6116			2019	2019	6	3/22/2019	JVIA	JVIA0322190000000869	FVC 3/21/19		0.06
2079	010	0100	6116			2019	2019	6	3/25/2019	JVIA	JVIA0325190000000877	FVC 3/22-3/23/19		0.13

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Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
2079	010	0100	6116			2019	2019	6	3/26/2019	JVIA	JVIA0326190000000885	FVC 3/24-3/25/19		0.19
2079	010	0100	6116			2019	2019	6	3/27/2019	JVIA	JVIA0327190000000893	FVC 3/26/19		0.14
2079	010	0100	6116			2019	2019	6	3/28/2019	JVIA	JVIA0328190000000897	FVC 3/27/19		0.02
2079	010	0100	6116			2019	2019	6	3/29/2019	JVIA	JVIA0329190000000908	FVC 3/28/19		0.05
2079	010	0100	6116			2019	2019	7	4/1/2019	JVIA	JVIA0401190000000916	FVC 3/29-3/30/19		0.13
2079	010	0100	6116			2019	2019	7	4/2/2019	JVIA	JVIA0402190000000924	FVC 3/31-4/1/19		4.94
2079	010	0100	6116			2019	2019	7	4/3/2019	JVIA	JVIA0403190000000932	FVC 4/2/19		0.17
2079	010	0100	6116			2019	2019	7	4/4/2019	JVIA	JVIA0404190000000940	FVC 4/3/19		0.06
2079	010	0100	6116			2019	2019	7	4/5/2019	JVIA	JVIA0405190000000947	FVC 4/4/19		0.11
2079	010	0100	6116			2019	2019	7	4/8/2019	JVIA	JVIA0408190000000954	FVC 4/5-4/6/19		0.15
2079	010	0100	6116			2019	2019	7	4/9/2019	JVIA	JVIA0409190000000962	FVC 4/7-4/8/19		0.46
2079	010	0100	6116			2019	2019	7	4/10/2019	JVIA	JVIA0410190000000970	FVC 4/9/19		0.23
2079	010	0100	6116			2019	2019	7	4/11/2019	JVIA	JVIA0411190000000978	FVC 4/10/19		0.06
2079	010	0100	6116			2019	2019	7	4/12/2019	JVIA	JVIA0412190000000985	FVC 4/11/19		0.03
2079	010	0100	6116			2019	2019	7	4/15/2019	JVIA	JVIA0415190000000992	FVC 4/12-4/13/19		1.88
2079	010	0100	6116			2019	2019	7	4/16/2019	JVIA	JVIA0416190000001000	FVC 4/14-4/15/19		-0.28
2079	010	0100	6116			2019	2019	7	4/17/2019	JVIA	JVIA0417190000001008	FVC 4/16/19		0.08
2079	010	0100	6116			2019	2019	7	4/18/2019	JVIA	JVIA0418190000001016	FVC 4/17/19		0.06
2079	010	0100	6116			2019	2019	7	4/22/2019	JVIA	JVIA0422190000001023	FVC 4/18-4/21/19		-0.06
2079	010	0100	6116			2019	2019	7	4/23/2019	JVIA	JVIA0423190000001030	FVC 4/22/19		5.30
2079	010	0100	6116			2019	2019	7	4/24/2019	JVIA	JVIA0424190000001038	FVC 4/23/19		0.09
2079	010	0100	6116			2019	2019	7	4/25/2019	JVIA	JVIA0425190000001045	FVC 4/24/19		0.08
2079	010	0100	6116			2019	2019	7	4/26/2019	JVIA	JVIA0426190000001051	FVC 4/25/19		-0.01
2079	010	0100	6116			2019	2019	7	4/29/2019	JVIA	JVIA0429190000001059	FVC 4/26-4/28/19		0.30
2079	010	0100	6116			2019	2019	7	4/30/2019	JVIA	JVIA0430190000001067	FVC 4/29/19		0.29
2079	010	0100	6116			2019	2019	7	4/30/2019	JVIA	JVIA0430190000001071	FVC 4/29/19 APR PD		17.54
2079	010	0100	6116			2019	2019	8	5/1/2019	JVIA	JVIA0501190000001079	FVC 4/30/19		0.17
2079	010	0100	6116			2019	2019	8	5/2/2019	JVIA	JVIA0502190000001087	FVC 5/1/19		13.89
2079	010	0100	6116			2019	2019	8	5/3/2019	JVIA	JVIA0503190000001095	FVC 5/2/19		0.11
2079	010	0100	6116			2019	2019	8	5/6/2019	JVIA	JVIA0506190000001103	FVC 5/3-5/5/19		1.50
2079	010	0100	6116			2019	2019	8	5/7/2019	JVIA	JVIA0507190000001111	FVC 5/6/19		0.50
2079	010	0100	6116			2019	2019	8	5/8/2019	JVIA	JVIA0508190000001119	FVC 5/7/19		0.16
2079	010	0100	6116			2019	2019	8	5/9/2019	JVIA	JVIA0509190000001127	FVC 5/8/19		0.07
2079	010	0100	6116			2019	2019	8	5/10/2019	JVIA	JVIA0510190000001134	FVC 5/9/19		0.19
2079	010	0100	6116			2019	2019	8	5/13/2019	JVIA	JVIA0513190000001142	FVC 5/10-5/12/19		0.36
2079	010	0100	6116			2019	2019	8	5/14/2019	JVIA	JVIA0514190000001150	FVC 5/13/19		0.43
2079	010	0100	6116			2019	2019	8	5/15/2019	JVIA	JVIA0515190000001158	FVC 5/14/19		0.77
2079	010	0100	6116			2019	2019	8	5/16/2019	JVIA	JVIA0516190000001166	FVC 5/15/19		0.07

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Fund	Dept	Unit	Sub Unit	Rev. Mjr Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
2079	010	0100	6116			2019	2019	8	5/17/2019	JVIA	JVIA0517190000001173	FVC 5/16/19		-0.55
2079	010	0100	6116			2019	2019	8	5/20/2019	JVIA	JVIA0520190000001181	FVC 5/17-5/18/19		0.20
2079	010	0100	6116			2019	2019	8	5/21/2019	JVIA	JVIA0521190000001189	FVC 5/19-5/20/19		0.33
2079	010	0100	6116			2019	2019	8	5/22/2019	JVIA	JVIA0522190000001197	FVC 5/21/19		0.09
2079	010	0100	6116			2019	2019	8	5/23/2019	JVIA	JVIA0523190000001205	FVC 5/22/19		0.07
2079	010	0100	6116			2019	2019	8	5/24/2019	JVIA	JVIA0524190000001213	FVC 5/23/19		0.09
2079	010	0100	6116			2019	2019	8	5/28/2019	JVIA	JVIA0528190000001221	FVC 5/24-5/26/19		0.37
2079	010	0100	6116			2019	2019	8	5/29/2019	JVIA	JVIA0529190000001229	FVC 5/27-5/28/19		0.24
2079	010	0100	6116			2019	2019	8	5/30/2019	JVIA	JVIA0530190000001237	FVC 5/29/19		0.11
2079	010	0100	6116			2019	2019	8	5/30/2019	JVIA	JVIA0530190000001241	FVC PAY DNS 5/29/19		23.36
2079	010	0100	6116			2019	2019	8	5/31/2019	JVIA	JVIA0531190000001249	FVC 5/31/19		0.12
2079	010	0100	6116			2019	2019	9	6/3/2019	JVIA	JVIA0603190000001257	FVC 5/31-6/1/19		-0.09
2079	010	0100	6116			2019	2019	9	6/4/2019	JVIA	JVIA0604190000001265	FVC 6/2-6/3/19		-13.63
2079	010	0100	6116			2019	2019	9	6/5/2019	JVIA	JVIA0605190000001273	FVC 6/4/19		0.11
2079	010	0100	6116			2019	2019	9	6/6/2019	JVIA	JVIA0606190000001280	FVC 6/5/19		-0.01
2079	010	0100	6116			2019	2019	9	6/10/2019	JVIA	JVIA0610190000001292	FVC 6/7-6/8/19		0.06
2079	010	0100	6116			2019	2019	9	6/11/2019	JVIA	JVIA0611190000001300	FVC 6/9-6/10/19		-0.24
2079	010	0100	6116			2019	2019	9	6/12/2019	JVIA	JVIA0612190000001308	FVC 6/11/19		-0.15
2079	010	0100	6116			2019	2019	9	6/13/2019	JVIA	JVIA0613190000001315	FVC 6/12/19		-0.01
2079	010	0100	6116			2019	2019	9	6/14/2019	JVIA	JVIA0614190000001323	FVC 6/13/19		313.50
2079	010	0100	6116			2019	2019	9	6/17/2019	JVIA	JVIA0617190000001327	FVC - 6/14 - 6/16		14.39
2079	010	0100	6116			2019	2019	9	6/18/2019	JVIA	JVIA0618190000001335	FVC - 6/17		-0.67
2079	010	0100	6116			2019	2019	9	6/19/2019	JVIA	JVIA0619190000001343	FVC - 6/18		0.23
2079	010	0100	6116			2019	2019	9	6/20/2019	JVIA	JVIA0620190000001351	FVC - 6/19		-0.30
2079	010	0100	6116			2019	2019	9	6/21/2019	JVIA	JVIA0621190000001359	FVC - 6/20		-0.18
2079	010	0100	6116			2019	2019	9	6/24/2019	JVIA	JVIA0624190000001371	FVC 6/21/19		-0.43
2079	010	0100	6116			2019	2019	9	6/25/2019	JVIA	JVIA0625190000001379	FVC 6/22-6/24/19		-0.20
2079	010	0100	6116			2019	2019	9	6/26/2019	JVIA	JVIA0626190000001387	FVC 6/25/19		-0.23
2079	010	0100	6116			2019	2019	9	6/27/2019	JVIA	JVIA0627190000001395	FVC 6/26/19		-0.14
2079	010	0100	6116			2019	2019	9	6/28/2019	JVIA	JVIA0628190000001399	FVC 6/27/19		-0.29
2079	010	0100	6116			2019	2019	9	6/28/2019	JVIA	JVIA0628190000001411	FVC PD JUNE 2019		0.18
2079	010	0100	6116			2019	2019	10	7/1/2019	JVIA	JVIA0701190000001419	FVC 6/28-6/29/19		-0.35
2079	010	0100	6116			2019	2019	10	7/2/2019	JVIA	JVIA0702190000001427	FVC 6/30-7/1/19		-4.50
2079	010	0100	6116			2019	2019	10	7/3/2019	JVIA	JVIA0703190000001435	FVC 7/2/19		-0.22
2079	010	0100	6116			2019	2019	10	7/5/2019	JVIA	JVIA0705190000001443	FVC 7/3/19		-0.28
2079	010	0100	6116			2019	2019	10	7/8/2019	JVIA	JVIA0708190000001451	FVC 7/4-7/6/19		-2.19
2079	010	0100	6116			2019	2019	10	7/9/2019	JVIA	JVIA0709190000001459	FVC 7/7-7/8/19		-0.85

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Revenue Source 6116 Change In Fair Value															
2079	010	0100	6116			2019	2019	10	7/10/2019		JVIA	JVIA0710190000001467	FVC 7/9/19		-0.14
2079	010	0100	6116			2019	2019	10	7/11/2019		JVIA	JVIA0711190000001475	FVC 7/10/19		-0.08
2079	010	0100	6116			2019	2019	10	7/12/2019		JVIA	JVIA0712190000001483	FVC 7/11/19		-1.11
2079	010	0100	6116			2019	2019	10	7/15/2019		JVIA	JVIA0715190000001491	FVC 7/12-7/13/19		-0.31
2079	010	0100	6116			2019	2019	10	7/16/2019		JVIA	JVIA0716190000001499	FVC 7/14-7/15/19		-2.18
2079	010	0100	6116			2019	2019	10	7/17/2019		JVIA	JVIA0717190000001507	FVC 7/16/19		-0.23
2079	010	0100	6116			2019	2019	10	7/18/2019		JVIA	JVIA0718190000001515	FVC 7/17/19		-0.21
2079	010	0100	6116			2019	2019	10	7/19/2019		JVIA	JVIA0719190000001523	FVC 7/18/19		-0.03
2079	010	0100	6116			2019	2019	10	7/22/2019		JVIA	JVIA0722190000001530	FVC 7/19-7/20/19		-0.27
2079	010	0100	6116			2019	2019	10	7/23/2019		JVIA	JVIA0723190000001538	FVC 7/21-7/22/19		-0.39
2079	010	0100	6116			2019	2019	10	7/24/2019		JVIA	JVIA0724190000001546	FVC 7/23/19		-0.09
2079	010	0100	6116			2019	2019	10	7/25/2019		JVIA	JVIA0725190000001554	FVC 7/24/19		-0.16
2079	010	0100	6116			2019	2019	10	7/26/2019		JVIA	JVIA0726190000001562	FVC 7/25/19		-0.12
2079	010	0100	6116			2019	2019	10	7/29/2019		JVIA	JVIA0729190000001570	FVC 7/26-7/27/19		-0.32
2079	010	0100	6116			2019	2019	10	7/30/2019		JVIA	JVIA0730190000001578	FVC 7/28-7/29/19		-0.39
2079	010	0100	6116			2019	2019	10	7/30/2019		JVIA	JVIA0730190000001582	FVC PD 7/29/19		-2.73
2079	010	0100	6116			2019	2019	10	7/31/2019		JVIA	JVIA0731190000001594	FVC 7/30/19		-0.10
2079	010	0100	6116			2019	2019	11	8/1/2019		JVIA	JVIA0801190000001602	FVC 7/31/19		-0.08
2079	010	0100	6116			2019	2019	11	8/2/2019		JVIA	JVIA0802190000001610	FVC 8/1/19		-4.75
2079	010	0100	6116			2019	2019	11	8/5/2019		JVIA	JVIA0805190000001618	FVC 8/2-8/4/19		-0.37
2079	010	0100	6116			2019	2019	11	8/6/2019		JVIA	JVIA0806190000001626	FVC 8/5/19		26.81
2079	010	0100	6116			2019	2019	11	8/8/2019		JVIA	JVIA0808190000001639	FVC 8/7/19		-0.44
2079	010	0100	6116			2019	2019	11	8/9/2019		JVIA	JVIA0809190000001647	FVC 8/8/19		-0.36
2079	010	0100	6116			2019	2019	11	8/12/2019		JVIA	JVIA0812190000001655	FVC 8/9-8/10/19		1.74
2079	010	0100	6116			2019	2019	11	8/13/2019		JVIA	JVIA0813190000001663	FVC 8/11-8/12/19		-0.57
2079	010	0100	6116			2019	2019	11	8/15/2019		JVIA	JVIA0815190000001671	FVC 8/13-8/14/19		-4.56
2079	010	0100	6116			2019	2019	11	8/16/2019		JVIA	JVIA0816190000001679	FVC 8/15/19		-0.17
2079	010	0100	6116			2019	2019	11	8/20/2019		JVIA	JVIA0820190000001693	FVC 8/18-8/19/19		-0.59
2079	010	0100	6116			2019	2019	11	8/21/2019		JVIA	JVIA0821190000001701	FVC 8/20/19		-0.19
2079	010	0100	6116			2019	2019	11	8/22/2019		JVIA	JVIA0822190000001709	FVC 8/21/19		-0.20
2079	010	0100	6116			2019	2019	11	8/23/2019		JVIA	JVIA0823190000001717	FVC 8/22/19		-0.22
2079	010	0100	6116			2019	2019	11	8/26/2019		JVIA	JVIA0826190000001725	FVC 8/23-8/25/19		-0.31
2079	010	0100	6116			2019	2019	11	8/27/2019		JVIA	JVIA0827190000001733	FVC 8/26/19		-0.57
2079	010	0100	6116			2019	2019	11	8/28/2019		JVIA	JVIA0828190000001741	FVC 8/27/19		-0.19
2079	010	0100	6116			2019	2019	11	8/28/2019		JVIA	JVIA0828190000001745	FVC AUG PD 8/27/19		0.52
2079	010	0100	6116			2019	2019	11	8/29/2019		JVIA	JVIA0829190000001757	FVC 8/28/19		-0.18
2079	010	0100	6116			2019	2019	11	8/30/2019		JVIA	JVIA0830190000001765	FVC 8/29/19		-0.21
2079	010	0100	6116			2019	2019	12	9/5/2019		JVIA	JVIA0905190000001773	FVC 8/30-9/5/19		1.26

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports Fac Proj
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Date	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value															
2079	010	0100	6116			2019	2019	12	9/9/2019		JVIA	JVIA0909190000001789	FVC 9/6-9/8/19		0.01
2079	010	0100	6116			2019	2019	12	9/10/2019		JVIA	JVIA0910190000001797	FVC 9/9/19		0.01
2079	010	0100	6116			2019	2019	12	9/16/2019		JVIA	JVIA0916190000001829	FVC 9/13-9/15/19		0.01
2079	010	0100	6116			2019	2019	12	9/17/2019		JVIA	JVIA0917190000001837	FVC 9/16/19		0.09
2079	010	0100	6116			2019	2019	12	9/23/2019		JVIA	JVIA0923190000001869	FVC 9/20-9/23/19		0.50
2079	010	0100	6116			2019	2019	12	9/24/2019		JVIA	JVIA0924190000001877	FVC 9/23/19		0.02
2079	010	0100	6116			2019	2019	12	9/26/2019		JVIA	JVIA0926190000001893	FVC 9/25/19 PAYDNS		0.01
2079	010	0100	6116			2019	2019	12	9/26/2019		JVIA	JVIA0926190000001885	FVC 9/24/19		-0.04
2079	010	0100	6116			2019	2019	12	9/26/2019		JVIA	JVIA0926190000001897	FVC 9/25/19		0.01
2079	010	0100	6116			2019	2019	12	9/27/2019		JVIA	JVIA0927190000001905	FVC 9/26/19		0.01
2079	010	0100	6116			2019	2019	12	9/30/2019		JVIA	JVIA0930190000001917	FVC-9/27-9/30		0.24
Revenue Source 8314 Tr Fr TDC 1st Cent fd 1458															
2079	810	4100	8314			2019	2019	2	11/30/2018		IETT	11281800000000000064			-833,750.00
2079	810	4100	8314			2019	2019	12	10/11/2019		IETT	10111900000000000015	To record the transfers to zero cash balances on debt service funds for Fiscal Year 2017, per OFMB		2,740.92

Report Grand Total

-2,833,000.00

Revenue Summary

<u>Fund Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Adopted Revenue Budget</u>	<u>Current Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
2019						
Fund 3078						
Unit 0100 Interest Distribution						
3078	0100	6110 Pool Interest Income	38,000.00	38,000.00	60,634.98	-22,634.98
3078	0100	6116 Change In Fair Value	0.00	0.00	433.29	-433.29
		Unit 0100	38,000.00	38,000.00	61,068.27	-23,068.27
Unit B590 New Stadium						
3078	411	B590 6930 Refund Prior Year Expenditures	0.00	0.00	1,171.02	-1,171.02
		Unit B590	0.00	0.00	1,171.02	-1,171.02
Unit 8000 Revenue						
3078	800	8000 8900 Statutory Reserves	-1,900.00	-1,900.00	0.00	-1,900.00
3078	800	8000 8901 Balance Brought Forward	2,176,645.00	2,153,847.00	0.00	2,153,847.00
		Unit 8000	2,174,745.00	2,151,947.00	0.00	2,151,947.00
		Fund 3078	2,212,745.00	2,189,947.00	62,239.29	2,127,707.71

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3078	010	0100	6110			2019	2019	1	10/2/2018	JVIA	JVIA1002180000000002	ALL 10/1/18		-138.64
3078	010	0100	6110			2019	2019	1	10/3/2018	JVIA	JVIA1003180000000013	ALL 10/2/18		-138.59
3078	010	0100	6110			2019	2019	1	10/4/2018	JVIA	JVIA1004180000000017	ALL 10/3/18		-139.14
3078	010	0100	6110			2019	2019	1	10/5/2018	JVIA	JVIA1005180000000026	ALL 10/4/18		-139.07
3078	010	0100	6110			2019	2019	1	10/9/2018	JVIA	JVIA1009180000000030	ALL 10/5/18		-137.20
3078	010	0100	6110			2019	2019	1	10/10/2018	JVIA	JVIA1010180000000038	ALL 10/6-10/9/18		-555.75
3078	010	0100	6110			2019	2019	1	10/11/2018	JVIA	JVIA1011180000000050	ALL 10/10/18		-139.15
3078	010	0100	6110			2019	2019	1	10/12/2018	JVIA	JVIA1012180000000054	ALL 10/11/18		-139.33
3078	010	0100	6110			2019	2019	1	10/15/2018	JVIA	JVIA1015180000000062	ALL 10/12-10/13/18		-278.55
3078	010	0100	6110			2019	2019	1	10/16/2018	JVIA	JVIA1016180000000070	ALL 10/14-10/15/18		-294.52
3078	010	0100	6110			2019	2019	1	10/17/2018	JVIA	JVIA1017180000000078	ALL 10/16/18		-146.53
3078	010	0100	6110			2019	2019	1	10/18/2018	JVIA	JVIA1018180000000086	ALL 10/17/18		-146.79
3078	010	0100	6110			2019	2019	1	10/19/2018	JVIA	JVIA1019180000000094	ALL 10/18/18		-143.09
3078	010	0100	6110			2019	2019	1	10/22/2018	JVIA	JVIA1022180000000102	ALL 10/19-10/20/18		-290.90
3078	010	0100	6110			2019	2019	1	10/23/2018	JVIA	JVIA1023180000000110	ALL 10/21-10/22/18		-291.39
3078	010	0100	6110			2019	2019	1	10/24/2018	JVIA	JVIA1024180000000118	ALL 10/23/18		-145.60
3078	010	0100	6110			2019	2019	1	10/25/2018	JVIA	JVIA1025180000000127	ALL 10/24/18		-145.47
3078	010	0100	6110			2019	2019	1	10/26/2018	JVIA	JVIA1026180000000135	ALL 10/25/18		-145.92
3078	010	0100	6110			2019	2019	1	10/29/2018	JVIA	JVIA1029180000000143	ALL 10/26-10/27/18		-291.75
3078	010	0100	6110			2019	2019	1	10/30/2018	JVIA	JVIA1030180000000151	ALL 10/28-10/29/18		-293.15
3078	010	0100	6110			2019	2019	1	10/31/2018	JVIA	JVIA1031180000000159	ALL 10/30/18		-142.29
3078	010	0100	6110			2019	2019	2	11/2/2018	JVIA	JVIA1102180000000167	ALL 10/31-11/01/18		-260.85
3078	010	0100	6110			2019	2019	2	11/6/2018	JVIA	JVIA1106180000000175	ALL 11/2-11/5/18		-597.50
3078	010	0100	6110			2019	2019	2	11/7/2018	JVIA	JVIA1107180000000183	ALL 11/6/18		-149.19
3078	010	0100	6110			2019	2019	2	11/8/2018	JVIA	JVIA1108180000000191	ALL 11/7/18		-148.97
3078	010	0100	6110			2019	2019	2	11/9/2018	JVIA	JVIA1109180000000199	ALL 11/9/18		-149.10
3078	010	0100	6110			2019	2019	2	11/13/2018	JVIA	JVIA1113180000000207	ALL 11/9-11/12		-588.48
3078	010	0100	6110			2019	2019	2	11/14/2018	JVIA	JVIA1114180000000215	ALL 11/13		-147.27
3078	010	0100	6110			2019	2019	2	11/15/2018	JVIA	JVIA1115180000000223	ALL 11/14		-146.73
3078	010	0100	6110			2019	2019	2	11/19/2018	JVIA	JVIA1119180000000231	ALL 11/15		-148.96
3078	010	0100	6110			2019	2019	2	11/19/2018	JVIA	JVIA1119180000000239	ALL 11/16-11/17/18		-294.63
3078	010	0100	6110			2019	2019	2	11/20/2018	JVIA	JVIA1120180000000247	ALL 11/18-11/19/18		-300.37
3078	010	0100	6110			2019	2019	2	11/21/2018	JVIA	JVIA1121180000000255	ALL 11/20/18		-150.46
3078	010	0100	6110			2019	2019	2	11/26/2018	JVIA	JVIA1126180000000263	ALL 11/21-11/24/18		-598.40
3078	010	0100	6110			2019	2019	2	11/27/2018	JVIA	JVIA1127180000000271	ALL 11/25-11/26/18		-299.09
3078	010	0100	6110			2019	2019	2	11/28/2018	JVIA	JVIA1128180000000279	ALL 11/27/18		-149.08

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Date	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income															
3078	010	0100	6110			2019	2019	2	11/29/2018		JVIA	JVIA1129180000000287	ALL 11/28/18		-150.05
3078	010	0100	6110			2019	2019	2	11/30/2018		JVIA	JVIA1130180000000295	ALL 11/29/18		-151.57
3078	010	0100	6110			2019	2019	3	12/3/2018		JVIA	JVIA1203180000000310	ALL 11/30-12/2/18		-448.62
3078	010	0100	6110			2019	2019	3	12/4/2018		JVIA	JVIA1204180000000314	ALL 12/3/18		-150.26
3078	010	0100	6110			2019	2019	3	12/5/2018		JVIA	JVIA1205180000000322	ALL 12/4/18		-150.36
3078	010	0100	6110			2019	2019	3	12/6/2018		JVIA	JVIA1206180000000330	ALL-12/5/18		-126.75
3078	010	0100	6110			2019	2019	3	12/7/2018		JVIA	JVIA1207180000000338	ALL-12/6/18		-127.51
3078	010	0100	6110			2019	2019	3	12/12/2018		JVIA	JVIA1212180000000342	ALL 12/7-12/11/18		-723.01
3078	010	0100	6110			2019	2019	3	12/14/2018		JVIA	JVIA1214180000000354	ALL-12/12-12/13		-282.32
3078	010	0100	6110			2019	2019	3	12/17/2018		JVIA	JVIA1217180000000358	ALL 12/14-12/17/18		-419.16
3078	010	0100	6110			2019	2019	3	12/18/2018		JVIA	JVIA1218180000000366	ALL 12/17/18		-188.33
3078	010	0100	6110			2019	2019	3	12/19/2018		JVIA	JVIA1219180000000374	ALL 12/18/18		-146.63
3078	010	0100	6110			2019	2019	3	12/20/2018		JVIA	JVIA1220180000000386	ALL-12/19/18		-148.76
3078	010	0100	6110			2019	2019	3	12/21/2018		JVIA	JVIA1221180000000390	ALL-12/20		-152.08
3078	010	0100	6110			2019	2019	3	12/26/2018		JVIA	JVIA1226180000000394	ALL 12/21-12/24/18		-608.05
3078	010	0100	6110			2019	2019	3	12/27/2018		JVIA	JVIA1227180000000402	ALL 12/25-12/26/18		-298.05
3078	010	0100	6110			2019	2019	3	12/28/2018		JVIA	JVIA1228180000000410	ALL 12/27/18		-155.44
3078	010	0100	6110			2019	2019	3	12/31/2018		JVIA	JVIA1231180000000418	ALL 12/28-12/30/18		-462.63
3078	010	0100	6110			2019	2019	4	1/2/2019		JVIA	JVIA0102190000000434	ALL 12/31/18		-136.08
3078	010	0100	6110			2019	2019	4	1/3/2019		JVIA	JVIA0103190000000438	ALL 1/1-1/2/19		-307.30
3078	010	0100	6110			2019	2019	4	1/4/2019		JVIA	JVIA0104190000000446	ALL 1/3/19		-154.23
3078	010	0100	6110			2019	2019	4	1/7/2019		JVIA	JVIA0107190000000454	ALL 1/4-1/5/19		-307.98
3078	010	0100	6110			2019	2019	4	1/8/2019		JVIA	JVIA0108190000000462	ALL 1/6-1/7/19		-307.43
3078	010	0100	6110			2019	2019	4	1/9/2019		JVIA	JVIA0109190000000470	ALL 1/8/19		-153.95
3078	010	0100	6110			2019	2019	4	1/10/2019		JVIA	JVIA0110190000000482	ALL 1/9/19		-156.59
3078	010	0100	6110			2019	2019	4	1/11/2019		JVIA	JVIA0111190000000486	ALL 1/10/19		-157.20
3078	010	0100	6110			2019	2019	4	1/14/2019		JVIA	JVIA0114190000000498	ALL 1/11-1/12/19		-316.01
3078	010	0100	6110			2019	2019	4	1/15/2019		JVIA	JVIA0115190000000502	ALL 1/13-1/14/19		-316.53
3078	010	0100	6110			2019	2019	4	1/16/2019		JVIA	JVIA0116190000000510	ALL 1/15/19		-159.26
3078	010	0100	6110			2019	2019	4	1/17/2019		JVIA	JVIA0117190000000518	ALL 1/16/19		-158.87
3078	010	0100	6110			2019	2019	4	1/18/2019		JVIA	JVIA0118190000000526	ALL 1/17/19		-158.89
3078	010	0100	6110			2019	2019	4	1/22/2019		JVIA	JVIA0122190000000534	ALL 1/18-1/21/19		-636.29
3078	010	0100	6110			2019	2019	4	1/23/2019		JVIA	JVIA0123190000000542	ALL 1/22/19		-159.05
3078	010	0100	6110			2019	2019	4	1/24/2019		JVIA	JVIA0124190000000550	ALL 1/23/19		-160.32
3078	010	0100	6110			2019	2019	4	1/25/2019		JVIA	JVIA0125190000000562	ALL-1/24/19		-161.13
3078	010	0100	6110			2019	2019	4	1/28/2019		JVIA	JVIA0128190000000566	ALL 1/25-1/26/19		-324.41
3078	010	0100	6110			2019	2019	4	1/29/2019		JVIA	JVIA0129190000000574	1/27-1/28/19		-321.45
3078	010	0100	6110			2019	2019	4	1/30/2019		JVIA	JVIA0130190000000582	ALL 1/29/19		-161.76

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr. Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3078	010	0100	6110			2019	2019	4	1/31/2019	JVIA	JVIA0131190000000590	ALL 1/30/19		-161.43
3078	010	0100	6110			2019	2019	5	2/1/2019	JVIA	JVIA0201190000000598	ALL 1/31/19		-140.82
3078	010	0100	6110			2019	2019	5	2/4/2019	JVIA	JVIA0204190000000606	ALL 2/1-2/3/19		-486.78
3078	010	0100	6110			2019	2019	5	2/5/2019	JVIA	JVIA0205190000000614	ALL 2/4/19		-161.96
3078	010	0100	6110			2019	2019	5	2/6/2019	JVIA	JVIA0206190000000622	ALL 2/5/19		-162.37
3078	010	0100	6110			2019	2019	5	2/7/2019	JVIA	JVIA0207190000000630	ALL 2/6/19		-162.15
3078	010	0100	6110			2019	2019	5	2/8/2019	JVIA	JVIA0208190000000638	ALL 2/7/19		-162.56
3078	010	0100	6110			2019	2019	5	2/11/2019	JVIA	JVIA0211190000000646	ALL 2/8-2/9/19		-324.83
3078	010	0100	6110			2019	2019	5	2/12/2019	JVIA	JVIA0212190000000654	ALL 2/10-2/11/19		-324.35
3078	010	0100	6110			2019	2019	5	2/13/2019	JVIA	JVIA0213190000000662	ALL 2/12/19		-162.40
3078	010	0100	6110			2019	2019	5	2/14/2019	JVIA	JVIA0214190000000670	ALL 2/13/19		-161.61
3078	010	0100	6110			2019	2019	5	2/15/2019	JVIA	JVIA0215190000000678	ALL 2/14/19		-161.37
3078	010	0100	6110			2019	2019	5	2/19/2019	JVIA	JVIA0219190000000686	ALL 2/15-2/18/19		-638.20
3078	010	0100	6110			2019	2019	5	2/20/2019	JVIA	JVIA0220190000000694	ALL 2/19/19		-161.48
3078	010	0100	6110			2019	2019	5	2/21/2019	JVIA	JVIA0221190000000702	ALL 2/20/19		-162.69
3078	010	0100	6110			2019	2019	5	2/22/2019	JVIA	JVIA0222190000000709	ALL 2/21/19		-163.59
3078	010	0100	6110			2019	2019	5	2/25/2019	JVIA	JVIA0225190000000721	ALL 2/22/19-2/24/19		-478.39
3078	010	0100	6110			2019	2019	5	2/26/2019	JVIA	JVIA0226190000000729	ALL 2/25/19		-159.79
3078	010	0100	6110			2019	2019	5	2/27/2019	JVIA	JVIA0227190000000737	ALL 2/26/19		-162.52
3078	010	0100	6110			2019	2019	5	2/28/2019	JVIA	JVIA0228190000000749	ALL 2/27/19 FEB ADJ		-90.53
3078	010	0100	6110			2019	2019	5	2/28/2019	JVIA	JVIA0228190000000741	ALL 2/27/19		-161.85
3078	010	0100	6110			2019	2019	6	3/1/2019	JVIA	JVIA0301190000000757	ALL 2/28/19		-205.71
3078	010	0100	6110			2019	2019	6	3/4/2019	JVIA	JVIA0304190000000765	ALL 3/1-3/2/19		-325.21
3078	010	0100	6110			2019	2019	6	3/6/2019	JVIA	JVIA0306190000000773	ALL 3/3-3/5/19		-489.96
3078	010	0100	6110			2019	2019	6	3/7/2019	JVIA	JVIA0307190000000781	ALL 3/6/19		-163.92
3078	010	0100	6110			2019	2019	6	3/8/2019	JVIA	JVIA0308190000000789	ALL 3/7/19		-164.88
3078	010	0100	6110			2019	2019	6	3/11/2019	JVIA	JVIA0311190000000796	ALL 3/8-3/10/19		-494.02
3078	010	0100	6110			2019	2019	6	3/12/2019	JVIA	JVIA0312190000000808	ALL 3/11/19		-162.88
3078	010	0100	6110			2019	2019	6	3/13/2019	JVIA	JVIA0313190000000812	ALL 3/10 & 3/12/19		-324.77
3078	010	0100	6110			2019	2019	6	3/14/2019	JVIA	JVIA0314190000000820	ALL 3/13/19		-162.72
3078	010	0100	6110			2019	2019	6	3/15/2019	JVIA	JVIA0315190000000827	ALL 3/14/19		-163.16
3078	010	0100	6110			2019	2019	6	3/18/2019	JVIA	JVIA0318190000000835	ALL 3/15-3/16/19		-326.03
3078	010	0100	6110			2019	2019	6	3/19/2019	JVIA	JVIA0319190000000843	ALL 3/17-3/18/19		-325.82
3078	010	0100	6110			2019	2019	6	3/20/2019	JVIA	JVIA0320190000000851	ALL 3/19/19		-163.14
3078	010	0100	6110			2019	2019	6	3/21/2019	JVIA	JVIA0321190000000858	ALL 3/20/19		-163.10
3078	010	0100	6110			2019	2019	6	3/22/2019	JVIA	JVIA0322190000000866	ALL 3/21/19		-163.57
3078	010	0100	6110			2019	2019	6	3/25/2019	JVIA	JVIA0325190000000874	ALL 3/22-3/23/19		-326.44

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Int
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3078	010	0100	6110			2019	2019	6	3/26/2019	JVIA	JVIA0326190000000882	ALL 3/24-2/25/19		-326.39
3078	010	0100	6110			2019	2019	6	3/27/2019	JVIA	JVIA0327190000000890	ALL 3/26/19		-163.18
3078	010	0100	6110			2019	2019	6	3/28/2019	JVIA	JVIA0328190000000901	ALL-3/27/19		-163.00
3078	010	0100	6110			2019	2019	6	3/29/2019	JVIA	JVIA0329190000000905	ALL 3/28/19		-163.00
3078	010	0100	6110			2019	2019	7	4/1/2019	JVIA	JVIA0401190000000913	ALL 3/29-3/30/19		-330.29
3078	010	0100	6110			2019	2019	7	4/2/2019	JVIA	JVIA0402190000000921	ALL 3/31-4/1/19		-301.99
3078	010	0100	6110			2019	2019	7	4/3/2019	JVIA	JVIA0403190000000929	ALL 4/2/19		-164.18
3078	010	0100	6110			2019	2019	7	4/4/2019	JVIA	JVIA0404190000000937	ALL 4/3/19		-163.70
3078	010	0100	6110			2019	2019	7	4/5/2019	JVIA	JVIA0405190000000944	ALL 4/4/19		-164.30
3078	010	0100	6110			2019	2019	7	4/8/2019	JVIA	JVIA0408190000000951	ALL 4/5-4/6/19		-328.79
3078	010	0100	6110			2019	2019	7	4/9/2019	JVIA	JVIA0409190000000959	ALL 4/7-4/8/19		-330.19
3078	010	0100	6110			2019	2019	7	4/10/2019	JVIA	JVIA0410190000000967	ALL 4/9/19		-165.46
3078	010	0100	6110			2019	2019	7	4/11/2019	JVIA	JVIA0411190000000975	ALL 4/10/19		-164.86
3078	010	0100	6110			2019	2019	7	4/12/2019	JVIA	JVIA0412190000000982	ALL 4/11/19		-164.74
3078	010	0100	6110			2019	2019	7	4/15/2019	JVIA	JVIA0415190000000989	ALL 4/12-4/13/19		-329.12
3078	010	0100	6110			2019	2019	7	4/16/2019	JVIA	JVIA0416190000000997	ALL 4/14-4/15/19		-332.59
3078	010	0100	6110			2019	2019	7	4/17/2019	JVIA	JVIA0417190000001005	ALL 4/16/19		-163.68
3078	010	0100	6110			2019	2019	7	4/18/2019	JVIA	JVIA0418190000001013	ALL 4/17/19		-164.25
3078	010	0100	6110			2019	2019	7	4/22/2019	JVIA	JVIA0422190000001020	ALL 4/18-4/21/19		-651.66
3078	010	0100	6110			2019	2019	7	4/23/2019	JVIA	JVIA0423190000001027	ALL 4/22/19		-164.65
3078	010	0100	6110			2019	2019	7	4/24/2019	JVIA	JVIA0424190000001035	ALL 4/23/19		-164.43
3078	010	0100	6110			2019	2019	7	4/25/2019	JVIA	JVIA0425190000001042	ALL 4/24/19		-164.15
3078	010	0100	6110			2019	2019	7	4/26/2019	JVIA	JVIA0426190000001049	ALL 4/25/19		-164.27
3078	010	0100	6110			2019	2019	7	4/29/2019	JVIA	JVIA0429190000001056	ALL 4/26-4/18/19		-492.13
3078	010	0100	6110			2019	2019	7	4/30/2019	JVIA	JVIA0430190000001064	ALL 4/29/19		-163.20
3078	010	0100	6110			2019	2019	8	5/1/2019	JVIA	JVIA0501190000001075	ALL 4/30/19		-163.58
3078	010	0100	6110			2019	2019	8	5/2/2019	JVIA	JVIA0502190000001083	ALL 5/1/19		-162.25
3078	010	0100	6110			2019	2019	8	5/3/2019	JVIA	JVIA0503190000001091	ALL 5/2/19		-162.58
3078	010	0100	6110			2019	2019	8	5/6/2019	JVIA	JVIA0506190000001099	ALL 5/3-5/5/19		-486.02
3078	010	0100	6110			2019	2019	8	5/7/2019	JVIA	JVIA0507190000001107	ALL 5/6/19		-162.44
3078	010	0100	6110			2019	2019	8	5/8/2019	JVIA	JVIA0508190000001115	ALL 5/7/19		-162.39
3078	010	0100	6110			2019	2019	8	5/9/2019	JVIA	JVIA0509190000001123	ALL 5/8/19		-162.79
3078	010	0100	6110			2019	2019	8	5/10/2019	JVIA	JVIA0510190000001131	ALL 5/9/19		-162.76
3078	010	0100	6110			2019	2019	8	5/13/2019	JVIA	JVIA0513190000001138	ALL 5/10-5/12/19		-488.87
3078	010	0100	6110			2019	2019	8	5/14/2019	JVIA	JVIA0514190000001146	ALL 5/13/19		-163.12
3078	010	0100	6110			2019	2019	8	5/15/2019	JVIA	JVIA0515190000001154	ALL 5/14/19		-162.86
3078	010	0100	6110			2019	2019	8	5/16/2019	JVIA	JVIA0516190000001162	ALL 5/15/19		-163.36
3078	010	0100	6110			2019	2019	8	5/17/2019	JVIA	JVIA0517190000001169	ALL 5/16/19		-164.24

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT
65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
Interest Distribution Agency

Fund: 3078
Dept: 010

Fund	Dept	Unit	Sub Unit	Rev. Mjr. Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3078	010	0100	6110			2019	2019	8	5/20/2019	JVIA	JVIA0520190000001177	ALL 5/17-5/18/19		-325.20
3078	010	0100	6110			2019	2019	8	5/21/2019	JVIA	JVIA0521190000001185	ALL 5/19-5/20/19		-325.94
3078	010	0100	6110			2019	2019	8	5/22/2019	JVIA	JVIA0522190000001193	ALL 5/21/19		-162.80
3078	010	0100	6110			2019	2019	8	5/23/2019	JVIA	JVIA0523190000001201	ALL 5/22/19		-162.93
3078	010	0100	6110			2019	2019	8	5/24/2019	JVIA	JVIA0524190000001209	ALL 5/23/19		-162.85
3078	010	0100	6110			2019	2019	8	5/28/2019	JVIA	JVIA0528190000001217	ALL 5/24-5/26/19		-487.55
3078	010	0100	6110			2019	2019	8	5/29/2019	JVIA	JVIA0529190000001225	ALL 5/27-5/28/19		-324.41
3078	010	0100	6110			2019	2019	8	5/30/2019	JVIA	JVIA0530190000001233	ALL 5/29/19		-162.54
3078	010	0100	6110			2019	2019	8	5/31/2019	JVIA	JVIA0531190000001245	ALL 5/30/19		-162.47
3078	010	0100	6110			2019	2019	9	6/3/2019	JVIA	JVIA0603190000001253	ALL 5/31-6/1/19		-307.97
3078	010	0100	6110			2019	2019	9	6/4/2019	JVIA	JVIA0604190000001261	ALL 6/2-6/3/19		-332.94
3078	010	0100	6110			2019	2019	9	6/5/2019	JVIA	JVIA0605190000001269	ALL 6/4/19		-162.72
3078	010	0100	6110			2019	2019	9	6/6/2019	JVIA	JVIA0606190000001277	ALL 6/5/19		-163.05
3078	010	0100	6110			2019	2019	9	6/7/2019	JVIA	JVIA0607190000001284	ALL 6/6/19		-163.28
3078	010	0100	6110			2019	2019	9	6/10/2019	JVIA	JVIA0610190000001288	ALL 6/7-6/8/19		-327.72
3078	010	0100	6110			2019	2019	9	6/11/2019	JVIA	JVIA0611190000001296	ALL 6/9-6/10/19		-327.39
3078	010	0100	6110			2019	2019	9	6/12/2019	JVIA	JVIA0612190000001304	ALL 6/11/19		-165.65
3078	010	0100	6110			2019	2019	9	6/13/2019	JVIA	JVIA0613190000001312	ALL 6/12/19		-166.03
3078	010	0100	6110			2019	2019	9	6/14/2019	JVIA	JVIA0614190000001319	ALL 6/13/19		-166.73
3078	010	0100	6110			2019	2019	9	6/17/2019	JVIA	JVIA0617190000001331	ALL 6/14 - 6/16		-499.52
3078	010	0100	6110			2019	2019	9	6/18/2019	JVIA	JVIA0618190000001339	ALL - 6/17		-167.57
3078	010	0100	6110			2019	2019	9	6/19/2019	JVIA	JVIA0619190000001347	ALL - 6/18		-164.76
3078	010	0100	6110			2019	2019	9	6/20/2019	JVIA	JVIA0620190000001355	ALL - 6/19		-166.58
3078	010	0100	6110			2019	2019	9	6/21/2019	JVIA	JVIA0621190000001363	ALL-6/20		-165.37
3078	010	0100	6110			2019	2019	9	6/24/2019	JVIA	JVIA0624190000001367	ALL 6/21/19		-165.41
3078	010	0100	6110			2019	2019	9	6/25/2019	JVIA	JVIA0625190000001375	ALL 6/22-6/24/19		-495.81
3078	010	0100	6110			2019	2019	9	6/26/2019	JVIA	JVIA0626190000001383	ALL 6/25/19		-164.94
3078	010	0100	6110			2019	2019	9	6/27/2019	JVIA	JVIA0627190000001391	ALL 6/26/19		-165.29
3078	010	0100	6110			2019	2019	9	6/28/2019	JVIA	JVIA0628190000001407	ALL-ADJ JUNE		-399.35
3078	010	0100	6110			2019	2019	9	6/28/2019	JVIA	JVIA0628190000001403	ALL 6/27/19		-166.07
3078	010	0100	6110			2019	2019	10	7/1/2019	JVIA	JVIA0701190000001415	ALL 6/28-6/29/19		-332.74
3078	010	0100	6110			2019	2019	10	7/2/2019	JVIA	JVIA0702190000001423	ALL 6/30-7/1/19		-330.64
3078	010	0100	6110			2019	2019	10	7/3/2019	JVIA	JVIA0703190000001431	ALL 7/2/19		-166.51
3078	010	0100	6110			2019	2019	10	7/5/2019	JVIA	JVIA0705190000001439	ALL 7/3/19		-166.30
3078	010	0100	6110			2019	2019	10	7/8/2019	JVIA	JVIA0708190000001447	ALL 7/4-7/6/19		-499.79
3078	010	0100	6110			2019	2019	10	7/9/2019	JVIA	JVIA0709190000001455	ALL 7/7-7/8/19		-333.70
3078	010	0100	6110			2019	2019	10	7/10/2019	JVIA	JVIA0710190000001463	ALL 7/9/19		-167.49

**PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT**

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Date	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income															
3078	010	0100	6110			2019	2019	10	7/1/2019		JVIA	JVIA0711190000001471	ALL 7/10/19		-165.50
3078	010	0100	6110			2019	2019	10	7/12/2019		JVIA	JVIA0712190000001479	ALL 7/11/19		-167.17
3078	010	0100	6110			2019	2019	10	7/15/2019		JVIA	JVIA0715190000001487	ALL 7/12-7/13/19		-334.84
3078	010	0100	6110			2019	2019	10	7/16/2019		JVIA	JVIA0716190000001495	ALL 7/14-7/15/19		-337.28
3078	010	0100	6110			2019	2019	10	7/17/2019		JVIA	JVIA0717190000001503	ALL 7/16/19		-167.99
3078	010	0100	6110			2019	2019	10	7/18/2019		JVIA	JVIA0718190000001511	ALL 7/17/19		-167.34
3078	010	0100	6110			2019	2019	10	7/19/2019		JVIA	JVIA0719190000001519	ALL 7/19/19		-167.47
3078	010	0100	6110			2019	2019	10	7/22/2019		JVIA	JVIA0722190000001526	ALL 7/19-7/20/19		-335.22
3078	010	0100	6110			2019	2019	10	7/23/2019		JVIA	JVIA0723190000001534	ALL 7/21-7/22/19		-335.36
3078	010	0100	6110			2019	2019	10	7/24/2019		JVIA	JVIA0724190000001542	ALL 7/23/19		-167.97
3078	010	0100	6110			2019	2019	10	7/25/2019		JVIA	JVIA0725190000001550	ALL 7/24/19		-168.10
3078	010	0100	6110			2019	2019	10	7/26/2019		JVIA	JVIA0726190000001558	ALL 7/25/19		-168.92
3078	010	0100	6110			2019	2019	10	7/29/2019		JVIA	JVIA0729190000001566	ALL 7/26-7/27/19		-335.71
3078	010	0100	6110			2019	2019	10	7/30/2019		JVIA	JVIA0730190000001586	ALL 7/29/19, ADJ.		-410.91
3078	010	0100	6110			2019	2019	10	7/30/2019		JVIA	JVIA0730190000001574	ALL 7/28-7/29/19		-334.03
3078	010	0100	6110			2019	2019	10	7/31/2019		JVIA	JVIA0731190000001590	ALL 7/30/19		-164.74
3078	010	0100	6110			2019	2019	11	8/1/2019		JVIA	JVIA0801190000001598	ALL 7/31/19		-140.36
3078	010	0100	6110			2019	2019	11	8/2/2019		JVIA	JVIA0802190000001606	ALL 8/1/19		-167.30
3078	010	0100	6110			2019	2019	11	8/5/2019		JVIA	JVIA0805190000001614	ALL 8/2-8/4/19		-503.20
3078	010	0100	6110			2019	2019	11	8/6/2019		JVIA	JVIA0806190000001622	ALL 8/5/19		-165.50
3078	010	0100	6110			2019	2019	11	8/7/2019		JVIA	JVIA0807190000001630	ALL 8/6/19		-165.32
3078	010	0100	6110			2019	2019	11	8/8/2019		JVIA	JVIA0808190000001635	ALL 8/7/19		-161.60
3078	010	0100	6110			2019	2019	11	8/9/2019		JVIA	JVIA0809190000001643	ALL 8/8/19		-158.90
3078	010	0100	6110			2019	2019	11	8/12/2019		JVIA	JVIA0812190000001651	ALL 8/9-8/10/19		-320.38
3078	010	0100	6110			2019	2019	11	8/13/2019		JVIA	JVIA0813190000001659	ALL 8/11-8/12/19		-321.81
3078	010	0100	6110			2019	2019	11	8/15/2019		JVIA	JVIA0815190000001667	ALL 8/12-8/14/19		-319.40
3078	010	0100	6110			2019	2019	11	8/16/2019		JVIA	JVIA0816190000001675	ALL 8/15/19		-154.03
3078	010	0100	6110			2019	2019	11	8/19/2019		JVIA	JVIA0819190000001683	ALL 8/16-8/17/19		-306.95
3078	010	0100	6110			2019	2019	11	8/20/2019		JVIA	JVIA0820190000001689	ALL 8/18-8/19/19		-318.18
3078	010	0100	6110			2019	2019	11	8/21/2019		JVIA	JVIA0821190000001697	ALL 8/20/19		-159.00
3078	010	0100	6110			2019	2019	11	8/22/2019		JVIA	JVIA0822190000001705	ALL 8/21/19		-159.59
3078	010	0100	6110			2019	2019	11	8/23/2019		JVIA	JVIA0823190000001713	ALL 8/22/19		-160.25
3078	010	0100	6110			2019	2019	11	8/26/2019		JVIA	JVIA0826190000001721	ALL 8/23-8/25/19		-478.52
3078	010	0100	6110			2019	2019	11	8/27/2019		JVIA	JVIA0827190000001729	ALL 8/26/19		-157.17
3078	010	0100	6110			2019	2019	11	8/28/2019		JVIA	JVIA0828190000001737	ALL 8/27/19		-158.13
3078	010	0100	6110			2019	2019	11	8/28/2019		JVIA	JVIA0828190000001749	ALL 8/27/19		-263.87
3078	010	0100	6110			2019	2019	11	8/29/2019		JVIA	JVIA0829190000001753	ALL 8/28/19		-157.02
3078	010	0100	6110			2019	2019	11	8/30/2019		JVIA	JVIA0830190000001761	ALL 8/29/19		-157.67

PALM BEACH COUNTY, FLORIDA
 YTD DETAILED REVENUES FOR FISCAL YEAR
 BY FUND, DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
 Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3078	010	0100	6110			2019	2019	12	9/5/2019	JVIA	JVIA09051900000001769	ALL 8/30-9/4/19		-760.12
3078	010	0100	6110			2019	2019	12	9/6/2019	JVIA	JVIA09061900000001777	ALL 9/5/19		-156.47
3078	010	0100	6110			2019	2019	12	9/9/2019	JVIA	JVIA09091900000001785	ALL 9/6-9/8/19		-375.18
3078	010	0100	6110			2019	2019	12	9/10/2019	JVIA	JVIA09101900000001793	ALL 9/9/19		-158.20
3078	010	0100	6110			2019	2019	12	9/11/2019	JVIA	JVIA09111900000001801	ALL 9/10/19		-158.03
3078	010	0100	6110			2019	2019	12	9/12/2019	JVIA	JVIA09121900000001809	ALL 9/11/19		-158.20
3078	010	0100	6110			2019	2019	12	9/13/2019	JVIA	JVIA09131900000001817	ALL 9/12/19		-158.43
3078	010	0100	6110			2019	2019	12	9/16/2019	JVIA	JVIA09161900000001825	ALL 9/13-9/15		-476.23
3078	010	0100	6110			2019	2019	12	9/17/2019	JVIA	JVIA09171900000001833	ALL 9/16/19		-158.62
3078	010	0100	6110			2019	2019	12	9/18/2019	JVIA	JVIA09181900000001841	ALL 9/17/19		-158.31
3078	010	0100	6110			2019	2019	12	9/19/2019	JVIA	JVIA09191900000001849	ALL 9/18/19		-158.54
3078	010	0100	6110			2019	2019	12	9/20/2019	JVIA	JVIA09201900000001857	ALL 9/19/19		-158.60
3078	010	0100	6110			2019	2019	12	9/23/2019	JVIA	JVIA09231900000001865	ALL 9/20-9/22/19		-439.45
3078	010	0100	6110			2019	2019	12	9/24/2019	JVIA	JVIA09241900000001873	ALL 9/23/19		-145.06
3078	010	0100	6110			2019	2019	12	9/26/2019	JVIA	JVIA09261900000001881	ALL 9/24/19		-187.41
3078	010	0100	6110			2019	2019	12	9/26/2019	JVIA	JVIA09261900000001889	ALL 9/25/19		-149.19
3078	010	0100	6110			2019	2019	12	9/27/2019	JVIA	JVIA09271900000001901	ALL 9/26/19		-148.85
3078	010	0100	6110			2019	2019	12	9/27/2019	JVIA	JVIA09271900000001909	ALL 9/26/19 ADJ		-1,961.08
3078	010	0100	6110			2019	2019	12	9/30/2019	JVIA	JVIA09301900000001913	ALL 9/27-9/30		-599.63
Revenue Source 6116 Change In Fair Value														
3078	010	0100	6116			2019	2019	1	10/2/2018	JVIA	JVIA10021800000000006	FVC 10/1/18		43.23
3078	010	0100	6116			2019	2019	1	10/3/2018	JVIA	JVIA10031800000000010	FVC 10/2/18		0.20
3078	010	0100	6116			2019	2019	1	10/5/2018	JVIA	JVIA10051800000000022	FVC 10/4/18		0.73
3078	010	0100	6116			2019	2019	1	10/9/2018	JVIA	JVIA10091800000000034	FVC 10/5/18		-0.85
3078	010	0100	6116			2019	2019	1	10/10/2018	JVIA	JVIA10101800000000042	FVC 10/6-10/9/18		-4.70
3078	010	0100	6116			2019	2019	1	10/11/2018	JVIA	JVIA10111800000000046	FVC 10/10/18		-0.93
3078	010	0100	6116			2019	2019	1	10/12/2018	JVIA	JVIA10121800000000058	FVC 10/11/18		-1.51
3078	010	0100	6116			2019	2019	1	10/15/2018	JVIA	JVIA10151800000000066	FVC 10/12-10/13/18		-0.72
3078	010	0100	6116			2019	2019	1	10/16/2018	JVIA	JVIA10161800000000074	FVC 10/14-10/15/18		33.92
3078	010	0100	6116			2019	2019	1	10/17/2018	JVIA	JVIA10171800000000082	FVC 10/16/18		-1.04
3078	010	0100	6116			2019	2019	1	10/18/2018	JVIA	JVIA10181800000000090	FVC 10/17/18		-1.29
3078	010	0100	6116			2019	2019	1	10/19/2018	JVIA	JVIA10191800000000098	FVC 10/18/18		-1.02
3078	010	0100	6116			2019	2019	1	10/22/2018	JVIA	JVIA1022180000000106	FVC 10/19-10/20/18		-0.97
3078	010	0100	6116			2019	2019	1	10/23/2018	JVIA	JVIA1023180000000114	FVC 10/21-10/22/18		-3.12
3078	010	0100	6116			2019	2019	1	10/24/2018	JVIA	JVIA1024180000000122	FVC 10/23/18		-1.20
3078	010	0100	6116			2019	2019	1	10/25/2018	JVIA	JVIA1025180000000130	FVC 10/24/18		-1.24
3078	010	0100	6116			2019	2019	1	10/26/2018	JVIA	JVIA1026180000000138	FVC 10/25/18		-1.29

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Int
Dept: 010 Interest Distribution Agency

Fund Dept	Unit Sub	Rev. Mjr Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value												
3078	010	0100	6116		2019	1	10/29/2018	JVIA	JVIA1029180000000146	FVC 10/26-10/27/18		-1.08
3078	010	0100	6116		2019	1	10/30/2018	JVIA	JVIA1030180000000155	FVC 10/28-10/29/18		-3.36
3078	010	0100	6116		2019	1	10/31/2018	JVIA	JVIA1031180000000162	FVC 10/30/18		-0.64
3078	010	0100	6116		2019	2	11/2/2018	JVIA	JVIA1102180000000171	FVC 10/31-11/01/18		21.28
3078	010	0100	6116		2019	2	11/6/2018	JVIA	JVIA1106180000000178	FVC 11/2-11/5/18		-4.50
3078	010	0100	6116		2019	2	11/7/2018	JVIA	JVIA1107180000000186	FVC 11/6/18		-0.92
3078	010	0100	6116		2019	2	11/8/2018	JVIA	JVIA1108180000000194	FVC-11/7/18		-1.02
3078	010	0100	6116		2019	2	11/9/2018	JVIA	JVIA1109180000000202	FVC-11/8/18		-1.46
3078	010	0100	6116		2019	2	11/13/2018	JVIA	JVIA1113180000000210	FVC-11/9-11/12		-0.89
3078	010	0100	6116		2019	2	11/14/2018	JVIA	JVIA1114180000000218	FVC-11/13/18		-4.58
3078	010	0100	6116		2019	2	11/15/2018	JVIA	JVIA1115180000000226	FVC-11/14		-1.11
3078	010	0100	6116		2019	2	11/19/2018	JVIA	JVIA1119180000000235	FVC-11/15		-132.12
3078	010	0100	6116		2019	2	11/19/2018	JVIA	JVIA1119180000000242	FVC 11/16-11/17/18		0.44
3078	010	0100	6116		2019	2	11/20/2018	JVIA	JVIA1120180000000250	FVC 11/18-11/19/18		1.95
3078	010	0100	6116		2019	2	11/21/2018	JVIA	JVIA1121180000000258	FVC 11/20/18		0.37
3078	010	0100	6116		2019	2	11/26/2018	JVIA	JVIA1126180000000266	FVC 11/21-11/24-18		0.91
3078	010	0100	6116		2019	2	11/27/2018	JVIA	JVIA1127180000000274	FVC 11/25-11/26/18		0.97
3078	010	0100	6116		2019	2	11/28/2018	JVIA	JVIA1128180000000282	FVC 11/27/18		0.28
3078	010	0100	6116		2019	2	11/29/2018	JVIA	JVIA1129180000000290	FVC - 11/28/18		0.44
3078	010	0100	6116		2019	2	11/30/2018	JVIA	JVIA1130180000000299	FVC 11/29/18		-151.37
3078	010	0100	6116		2019	2	11/30/2018	JVIA	JVIA1130180000000302	FVC PAYDOW 11/29/18		15.65
3078	010	0100	6116		2019	3	12/3/2018	JVIA	JVIA1203180000000306	FVC 11/30-12/2/18		0.13
3078	010	0100	6116		2019	3	12/4/2018	JVIA	JVIA1204180000000318	FVC 12/3/18		48.10
3078	010	0100	6116		2019	3	12/5/2018	JVIA	JVIA1205180000000325	FVC 12/4/18		0.36
3078	010	0100	6116		2019	3	12/7/2018	JVIA	JVIA1207180000000333	FVC-12/6/18		0.71
3078	010	0100	6116		2019	3	12/12/2018	JVIA	JVIA1212180000000345	FVC 12/7-12/11/18		2.20
3078	010	0100	6116		2019	3	12/14/2018	JVIA	JVIA1214180000000350	FVC-12/12-12/13		-23.87
3078	010	0100	6116		2019	3	12/17/2018	JVIA	JVIA1217180000000361	FVC 12/14-12/16/18		2.80
3078	010	0100	6116		2019	3	12/18/2018	JVIA	JVIA1218180000000369	FVC 12/17/18		0.73
3078	010	0100	6116		2019	3	12/19/2018	JVIA	JVIA1219180000000377	FVC 12/18/18		0.31
3078	010	0100	6116		2019	3	12/20/2018	JVIA	JVIA1220180000000381	FVC-12/19/18		0.36
3078	010	0100	6116		2019	3	12/26/2018	JVIA	JVIA1226180000000398	FVC 12/21-12/24/18		21.33
3078	010	0100	6116		2019	3	12/27/2018	JVIA	JVIA1227180000000405	FVC 12/25-12/26/18		-1.83
3078	010	0100	6116		2019	3	12/28/2018	JVIA	JVIA1228180000000413	FVC 12/27/18		-1.12
3078	010	0100	6116		2019	3	12/31/2018	JVIA	JVIA1231180000000426	FVC 12/1-12/20/18		31.00
3078	010	0100	6116		2019	3	12/31/2018	JVIA	JVIA1231180000000422	FVC 12/28-12/30/18		-59.43
3078	010	0100	6116		2019	4	1/2/2019	JVIA	JVIA0102190000000429	FVC 12/31/18		-2.20
3078	010	0100	6116		2019	4	1/3/2019	JVIA	JVIA0103190000000442	FVC 1/1-1/2/19		69.67

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
3078	010	0100	6116			2019	2019	4	1/4/2019	JVIA	JVIA0104190000000449	FVC 1/3/19		-0.97
3078	010	0100	6116			2019	2019	4	1/7/2019	JVIA	JVIA0107190000000457	FVC 1/4-1/5/19		-0.99
3078	010	0100	6116			2019	2019	4	1/8/2019	JVIA	JVIA0108190000000465	FVC 1/6-1/7/19		-2.83
3078	010	0100	6116			2019	2019	4	1/9/2019	JVIA	JVIA0109190000000473	FVC 1/8/19		-1.17
3078	010	0100	6116			2019	2019	4	1/10/2019	JVIA	JVIA0110190000000477	FVC 1/9/19		-0.81
3078	010	0100	6116			2019	2019	4	1/11/2019	JVIA	JVIA0111190000000489	FVC 1/10/19		-1.10
3078	010	0100	6116			2019	2019	4	1/14/2019	JVIA	JVIA0114190000000493	FVC 1/11-1/12/19		-0.58
3078	010	0100	6116			2019	2019	4	1/15/2019	JVIA	JVIA0115190000000505	FVC 1/13-1/14/19		-3.15
3078	010	0100	6116			2019	2019	4	1/16/2019	JVIA	JVIA0116190000000514	FVC 1/15/19		80.80
3078	010	0100	6116			2019	2019	4	1/17/2019	JVIA	JVIA0117190000000521	FVC 1/16/19		-1.21
3078	010	0100	6116			2019	2019	4	1/18/2019	JVIA	JVIA0118190000000529	FVC 1/17/19		-0.90
3078	010	0100	6116			2019	2019	4	1/22/2019	JVIA	JVIA0122190000000537	FVC 1/18-1/21/19		-0.55
3078	010	0100	6116			2019	2019	4	1/23/2019	JVIA	JVIA0123190000000545	FVC 1/22/19		-4.00
3078	010	0100	6116			2019	2019	4	1/24/2019	JVIA	JVIA0124190000000553	FVC 1/23/19		-1.32
3078	010	0100	6116			2019	2019	4	1/25/2019	JVIA	JVIA0125190000000557	FVC-1/24/19		-0.89
3078	010	0100	6116			2019	2019	4	1/28/2019	JVIA	JVIA0128190000000569	FVC 1/25-1/26/19		-1.18
3078	010	0100	6116			2019	2019	4	1/29/2019	JVIA	JVIA0129190000000577	FVC - 1/27-1/28/19		-2.70
3078	010	0100	6116			2019	2019	4	1/30/2019	JVIA	JVIA0130190000000585	FVC 1/29/19		-1.51
3078	010	0100	6116			2019	2019	4	1/31/2019	JVIA	JVIA0131190000000593	FVC 1/30/19		-0.69
3078	010	0100	6116			2019	2019	5	2/1/2019	JVIA	JVIA0201190000000602	FVC 1/31/19		-51.15
3078	010	0100	6116			2019	2019	5	2/4/2019	JVIA	JVIA0204190000000610	FVC 2/1-2/3/19		88.54
3078	010	0100	6116			2019	2019	5	2/5/2019	JVIA	JVIA0205190000000617	FVC 2/4/19		-3.02
3078	010	0100	6116			2019	2019	5	2/6/2019	JVIA	JVIA0206190000000625	FVC 2/5/19		-0.91
3078	010	0100	6116			2019	2019	5	2/7/2019	JVIA	JVIA0207190000000633	FVC 2/6/19		-0.69
3078	010	0100	6116			2019	2019	5	2/8/2019	JVIA	JVIA0208190000000641	FVC 2/7/19		-1.27
3078	010	0100	6116			2019	2019	5	2/11/2019	JVIA	JVIA0211190000000649	FVC 2/8-2/9/19		-0.82
3078	010	0100	6116			2019	2019	5	2/12/2019	JVIA	JVIA0212190000000657	FVC 2/10-2/11/19		-3.01
3078	010	0100	6116			2019	2019	5	2/13/2019	JVIA	JVIA0213190000000665	FVC 2/12/19		-1.17
3078	010	0100	6116			2019	2019	5	2/14/2019	JVIA	JVIA0214190000000673	FVC 2/13/19		-0.87
3078	010	0100	6116			2019	2019	5	2/15/2019	JVIA	JVIA0215190000000682	FVC 2/14/19		-100.95
3078	010	0100	6116			2019	2019	5	2/19/2019	JVIA	JVIA0219190000000689	FVC 2/15-2/18/19		-4.28
3078	010	0100	6116			2019	2019	5	2/20/2019	JVIA	JVIA0220190000000698	FVC 2/19/19		33.60
3078	010	0100	6116			2019	2019	5	2/21/2019	JVIA	JVIA0221190000000705	FVC 2/20/19		0.23
3078	010	0100	6116			2019	2019	5	2/22/2019	JVIA	JVIA0222190000000712	FVC 2/21/19		0.40
3078	010	0100	6116			2019	2019	5	2/25/2019	JVIA	JVIA0225190000000716	FVC-2/22-2/24		0.65
3078	010	0100	6116			2019	2019	5	2/26/2019	JVIA	JVIA0226190000000724	FVC-2/25/19		0.94
3078	010	0100	6116			2019	2019	5	2/27/2019	JVIA	JVIA0227190000000732	FVC 2/26/19		0.38

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr. Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
3078	010	0100	6116				2019	5	2/28/2019	JVIA	JVIA0228190000000744	FVC 2/27/19		0.69
3078	010	0100	6116				2019	5	2/28/2019	JVIA	JVIA0228190000000753	FVC 2/27/19 FEB PAYD		34.67
3078	010	0100	6116				2019	6	3/1/2019	JVIA	JVIA0301190000000761	FVC 2/28/19		-35.67
3078	010	0100	6116				2019	6	3/4/2019	JVIA	JVIA0304190000000769	FVC 3/1-3/2/19		78.92
3078	010	0100	6116				2019	6	3/6/2019	JVIA	JVIA0306190000000776	FVC 3/3-3/5/19		1.22
3078	010	0100	6116				2019	6	3/7/2019	JVIA	JVIA0307190000000784	FVC 3/6/19		0.23
3078	010	0100	6116				2019	6	3/8/2019	JVIA	JVIA0308190000000792	FVC 3/7/19		0.07
3078	010	0100	6116				2019	6	3/11/2019	JVIA	JVIA0311190000000799	FVC 3/8-3/10/19		1.20
3078	010	0100	6116				2019	6	3/12/2019	JVIA	JVIA0312190000000803	FVC-3/11/19		1.38
3078	010	0100	6116				2019	6	3/13/2019	JVIA	JVIA0313190000000815	FVC 3/12/19		0.29
3078	010	0100	6116				2019	6	3/14/2019	JVIA	JVIA0314190000000823	FVC 3/13/19		0.04
3078	010	0100	6116				2019	6	3/15/2019	JVIA	JVIA0315190000000830	FVC 3/14/19		-1.65
3078	010	0100	6116				2019	6	3/18/2019	JVIA	JVIA0318190000000838	FVC 3/15-1/16/19		0.35
3078	010	0100	6116				2019	6	3/19/2019	JVIA	JVIA0319190000000846	FVC 3/17-3/18/19		0.96
3078	010	0100	6116				2019	6	3/20/2019	JVIA	JVIA0320190000000854	FVC 3/19/19		0.21
3078	010	0100	6116				2019	6	3/21/2019	JVIA	JVIA0321190000000861	FVC 3/20/19		0.39
3078	010	0100	6116				2019	6	3/22/2019	JVIA	JVIA0322190000000869	FVC 3/21/19		0.32
3078	010	0100	6116				2019	6	3/25/2019	JVIA	JVIA0325190000000877	FVC 3/22-3/23/19		0.66
3078	010	0100	6116				2019	6	3/26/2019	JVIA	JVIA0326190000000885	FVC 3/24-3/25/19		1.01
3078	010	0100	6116				2019	6	3/27/2019	JVIA	JVIA0327190000000893	FVC 3/26/19		0.71
3078	010	0100	6116				2019	6	3/28/2019	JVIA	JVIA0328190000000897	FVC-3/27/19		0.12
3078	010	0100	6116				2019	6	3/29/2019	JVIA	JVIA0329190000000908	FVC 3/28/19		0.28
3078	010	0100	6116				2019	7	4/1/2019	JVIA	JVIA0401190000000916	FVC 3/29-3/30/19		0.65
3078	010	0100	6116				2019	7	4/2/2019	JVIA	JVIA0402190000000925	FVC 3/31-4/1/19		25.73
3078	010	0100	6116				2019	7	4/3/2019	JVIA	JVIA0403190000000932	FVC 4/2/19		0.90
3078	010	0100	6116				2019	7	4/4/2019	JVIA	JVIA0404190000000940	FVC 4/3/19		0.22
3078	010	0100	6116				2019	7	4/5/2019	JVIA	JVIA0405190000000947	FVC 4/4/19		0.42
3078	010	0100	6116				2019	7	4/8/2019	JVIA	JVIA0408190000000954	FVC 4/5-4/6/19		0.56
3078	010	0100	6116				2019	7	4/9/2019	JVIA	JVIA0409190000000962	FVC 4/7-4/8/19		1.72
3078	010	0100	6116				2019	7	4/10/2019	JVIA	JVIA0410190000000970	FVC 4/9/19		0.85
3078	010	0100	6116				2019	7	4/11/2019	JVIA	JVIA0411190000000978	FVC 4/10/19		0.22
3078	010	0100	6116				2019	7	4/12/2019	JVIA	JVIA0412190000000985	FVC 4/11/19		0.11
3078	010	0100	6116				2019	7	4/15/2019	JVIA	JVIA0415190000000992	FVC 4/12-4/13/19		7.00
3078	010	0100	6116				2019	7	4/16/2019	JVIA	JVIA0416190000001000	FVC 4/14-4/15/19		-1.04
3078	010	0100	6116				2019	7	4/17/2019	JVIA	JVIA0417190000001008	FVC 4/16/19		0.29
3078	010	0100	6116				2019	7	4/18/2019	JVIA	JVIA0418190000001016	FVC 4/17/19		0.22
3078	010	0100	6116				2019	7	4/22/2019	JVIA	JVIA0422190000001023	FVC 4/18-4/21/19		-0.23
3078	010	0100	6116				2019	7	4/23/2019	JVIA	JVIA0423190000001031	FVC 4/22/19		19.74

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
3078	010	0100	6116			2019	2019	7	4/24/2019	JVIA	JVIA0424190000001038	FVC 4/23/19		0.32
3078	010	0100	6116			2019	2019	7	4/25/2019	JVIA	JVIA0425190000001045	FVC 4/24/19		0.31
3078	010	0100	6116			2019	2019	7	4/26/2019	JVIA	JVIA0426190000001052	FVC 4/25/19		-0.02
3078	010	0100	6116			2019	2019	7	4/29/2019	JVIA	JVIA0429190000001059	FVC 4/26-4/28/19		1.13
3078	010	0100	6116			2019	2019	7	4/30/2019	JVIA	JVIA0430190000001072	FVC 4/29/19 APR PD		65.39
3078	010	0100	6116			2019	2019	7	4/30/2019	JVIA	JVIA0430190000001067	FVC 4/29/19		1.09
3078	010	0100	6116			2019	2019	8	5/1/2019	JVIA	JVIA0501190000001079	FVC 4/30/19		0.64
3078	010	0100	6116			2019	2019	8	5/2/2019	JVIA	JVIA0502190000001087	FVC 5/1/19		51.75
3078	010	0100	6116			2019	2019	8	5/3/2019	JVIA	JVIA0503190000001095	FVC 5/2/19		0.41
3078	010	0100	6116			2019	2019	8	5/6/2019	JVIA	JVIA0506190000001103	FVC 5/3-5/5/19		4.35
3078	010	0100	6116			2019	2019	8	5/7/2019	JVIA	JVIA0507190000001111	FVC 5/6/19		1.46
3078	010	0100	6116			2019	2019	8	5/8/2019	JVIA	JVIA0508190000001119	FVC 5/7/19		0.47
3078	010	0100	6116			2019	2019	8	5/9/2019	JVIA	JVIA0509190000001127	FVC 5/8/19		0.21
3078	010	0100	6116			2019	2019	8	5/10/2019	JVIA	JVIA0510190000001134	FVC 5/9/19		0.56
3078	010	0100	6116			2019	2019	8	5/13/2019	JVIA	JVIA0513190000001142	FVC 5/10-5/12/19		1.04
3078	010	0100	6116			2019	2019	8	5/14/2019	JVIA	JVIA0514190000001150	FVC 5/13/19		1.25
3078	010	0100	6116			2019	2019	8	5/15/2019	JVIA	JVIA0515190000001158	FVC 5/14/19		2.25
3078	010	0100	6116			2019	2019	8	5/16/2019	JVIA	JVIA0516190000001166	FVC 5/15/19		0.20
3078	010	0100	6116			2019	2019	8	5/17/2019	JVIA	JVIA0517190000001173	FVC 5/16/19		-1.59
3078	010	0100	6116			2019	2019	8	5/20/2019	JVIA	JVIA0520190000001181	FVC 5/17-5/18/19		0.57
3078	010	0100	6116			2019	2019	8	5/21/2019	JVIA	JVIA0521190000001189	FVC 5/19-5/20/19		0.95
3078	010	0100	6116			2019	2019	8	5/22/2019	JVIA	JVIA0522190000001197	FVC 5/21/19		0.27
3078	010	0100	6116			2019	2019	8	5/23/2019	JVIA	JVIA0523190000001205	FVC 5/22/19		0.21
3078	010	0100	6116			2019	2019	8	5/24/2019	JVIA	JVIA0524190000001213	FVC 5/23/19		0.27
3078	010	0100	6116			2019	2019	8	5/28/2019	JVIA	JVIA0528190000001221	FVC 5/24-5/26/19		1.07
3078	010	0100	6116			2019	2019	8	5/29/2019	JVIA	JVIA0529190000001229	FVC 5/27-5/28/19		0.70
3078	010	0100	6116			2019	2019	8	5/30/2019	JVIA	JVIA0530190000001237	FVC 5/29/19		0.31
3078	010	0100	6116			2019	2019	8	5/30/2019	JVIA	JVIA0530190000001241	FVC PAY DNS 5/29/19		67.82
3078	010	0100	6116			2019	2019	8	5/31/2019	JVIA	JVIA0531190000001249	FVC 5/31/19		0.34
3078	010	0100	6116			2019	2019	9	6/3/2019	JVIA	JVIA0603190000001257	FVC 5/31-6/1/19		0.29
3078	010	0100	6116			2019	2019	9	6/4/2019	JVIA	JVIA0604190000001265	FVC 6/2-6/3/19		45.23
3078	010	0100	6116			2019	2019	9	6/5/2019	JVIA	JVIA0605190000001273	FVC 6/4/19		-0.35
3078	010	0100	6116			2019	2019	9	6/6/2019	JVIA	JVIA0606190000001281	FVC 6/5/19		0.02
3078	010	0100	6116			2019	2019	9	6/10/2019	JVIA	JVIA0610190000001292	FVC 6/7-6/8/19		-0.25
3078	010	0100	6116			2019	2019	9	6/11/2019	JVIA	JVIA0611190000001300	FVC 6/9-6/10/19		1.09
3078	010	0100	6116			2019	2019	9	6/12/2019	JVIA	JVIA0612190000001308	FVC 6/11/19		0.66
3078	010	0100	6116			2019	2019	9	6/13/2019	JVIA	JVIA0613190000001316	FVC 6/12/19		0.04

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
3078	010	0100	6116			2019	2019	9	6/14/2019	JVIA	JVIA0614190000001323	FVC 6/13/19		-1,390.89
3078	010	0100	6116			2019	2019	9	6/17/2019	JVIA	JVIA0617190000001327	FVC - 6/14 - 6/16		-63.84
3078	010	0100	6116			2019	2019	9	6/18/2019	JVIA	JVIA0618190000001335	FVC - 6/17		2.95
3078	010	0100	6116			2019	2019	9	6/19/2019	JVIA	JVIA0619190000001343	FVC - 6/18		-1.01
3078	010	0100	6116			2019	2019	9	6/20/2019	JVIA	JVIA0620190000001351	FVC - 6/19		1.32
3078	010	0100	6116			2019	2019	9	6/21/2019	JVIA	JVIA0621190000001359	FVC - 6/20		0.79
3078	010	0100	6116			2019	2019	9	6/24/2019	JVIA	JVIA0624190000001371	FVC 6/21/19		1.92
3078	010	0100	6116			2019	2019	9	6/25/2019	JVIA	JVIA0625190000001379	FVC 6/22-6/24/19		0.90
3078	010	0100	6116			2019	2019	9	6/26/2019	JVIA	JVIA0626190000001387	FVC 6/25/19		1.01
3078	010	0100	6116			2019	2019	9	6/27/2019	JVIA	JVIA0627190000001395	FVC 6/26/19		0.63
3078	010	0100	6116			2019	2019	9	6/28/2019	JVIA	JVIA0628190000001399	FVC 6/27/19		1.30
3078	010	0100	6116			2019	2019	9	6/28/2019	JVIA	JVIA0628190000001411	FVC PD JUNE 2019		-0.80
3078	010	0100	6116			2019	2019	10	7/1/2019	JVIA	JVIA0701190000001419	FVC 6/28-6/29/19		1.57
3078	010	0100	6116			2019	2019	10	7/2/2019	JVIA	JVIA0702190000001427	FVC 6/30-7/1/19		19.94
3078	010	0100	6116			2019	2019	10	7/3/2019	JVIA	JVIA0703190000001435	FVC 7/2/19		0.99
3078	010	0100	6116			2019	2019	10	7/5/2019	JVIA	JVIA0705190000001443	FVC 7/3/19		1.24
3078	010	0100	6116			2019	2019	10	7/8/2019	JVIA	JVIA0708190000001451	FVC 7/4-7/6/19		9.71
3078	010	0100	6116			2019	2019	10	7/9/2019	JVIA	JVIA0709190000001459	FVC 7/7-7/8/19		3.79
3078	010	0100	6116			2019	2019	10	7/10/2019	JVIA	JVIA0710190000001467	FVC 7/9/19		0.62
3078	010	0100	6116			2019	2019	10	7/11/2019	JVIA	JVIA0711190000001475	FVC 7/10/19		0.54
3078	010	0100	6116			2019	2019	10	7/12/2019	JVIA	JVIA0712190000001483	FVC 7/11/19		7.39
3078	010	0100	6116			2019	2019	10	7/15/2019	JVIA	JVIA0715190000001491	FVC 7/12-7/13/19		2.06
3078	010	0100	6116			2019	2019	10	7/16/2019	JVIA	JVIA0716190000001499	FVC 7/14-7/15/19		14.54
3078	010	0100	6116			2019	2019	10	7/17/2019	JVIA	JVIA0717190000001507	FVC 7/16/19		1.51
3078	010	0100	6116			2019	2019	10	7/18/2019	JVIA	JVIA0718190000001515	FVC 7/17/19		1.37
3078	010	0100	6116			2019	2019	10	7/19/2019	JVIA	JVIA0719190000001523	FVC 7/18/19		0.23
3078	010	0100	6116			2019	2019	10	7/22/2019	JVIA	JVIA0722190000001530	FVC 7/19-7/20/19		1.79
3078	010	0100	6116			2019	2019	10	7/23/2019	JVIA	JVIA0723190000001538	FVC 7/21-7/22/19		2.61
3078	010	0100	6116			2019	2019	10	7/24/2019	JVIA	JVIA0724190000001546	FVC 7/23/19		0.57
3078	010	0100	6116			2019	2019	10	7/25/2019	JVIA	JVIA0725190000001554	FVC 7/24/19		1.07
3078	010	0100	6116			2019	2019	10	7/26/2019	JVIA	JVIA0726190000001562	FVC 7/25/19		0.78
3078	010	0100	6116			2019	2019	10	7/29/2019	JVIA	JVIA0729190000001570	FVC 7/26-7/27/19		2.17
3078	010	0100	6116			2019	2019	10	7/30/2019	JVIA	JVIA0730190000001578	FVC 7/28-7/29/19		2.64
3078	010	0100	6116			2019	2019	10	7/30/2019	JVIA	JVIA0730190000001582	FVC PD 7/29/19		18.26
3078	010	0100	6116			2019	2019	10	7/31/2019	JVIA	JVIA0731190000001594	FVC 7/30/19		0.68
3078	010	0100	6116			2019	2019	11	8/1/2019	JVIA	JVIA0801190000001602	FVC 7/31/19		0.51
3078	010	0100	6116			2019	2019	11	8/2/2019	JVIA	JVIA0802190000001610	FVC 8/1/19		31.75
3078	010	0100	6116			2019	2019	11	8/5/2019	JVIA	JVIA0805190000001618	FVC 8/2-8/4/19		2.47

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr. Unit Srce Prg.	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
3078	010	0100	6116			2019	2019	11	8/6/2019	JVIA	JVIA0806190000001626	FVC 8/5/19		-179.14
3078	010	0100	6116			2019	2019	11	8/8/2019	JVIA	JVIA0808190000001639	FVC 8/7/19		2.92
3078	010	0100	6116			2019	2019	11	8/9/2019	JVIA	JVIA0809190000001647	FVC 8/8/19		2.42
3078	010	0100	6116			2019	2019	11	8/12/2019	JVIA	JVIA0812190000001655	FVC 8/9-8/10/19		-23.49
3078	010	0100	6116			2019	2019	11	8/13/2019	JVIA	JVIA0813190000001663	FVC 8/11-8/12/19		7.74
3078	010	0100	6116			2019	2019	11	8/15/2019	JVIA	JVIA0815190000001671	FVC 8/13-8/14/19		61.50
3078	010	0100	6116			2019	2019	11	8/16/2019	JVIA	JVIA0816190000001679	FVC 8/15/19		2.35
3078	010	0100	6116			2019	2019	11	8/19/2019	JVIA	JVIA0819190000001686	FVC 8/16-8/17/19		-0.01
3078	010	0100	6116			2019	2019	11	8/20/2019	JVIA	JVIA0820190000001693	FVC 8/18-8/19/19		7.89
3078	010	0100	6116			2019	2019	11	8/21/2019	JVIA	JVIA0821190000001701	FVC 8/20/19		2.57
3078	010	0100	6116			2019	2019	11	8/22/2019	JVIA	JVIA0822190000001709	FVC 8/21/19		2.66
3078	010	0100	6116			2019	2019	11	8/23/2019	JVIA	JVIA0823190000001717	FVC 8/22/19		2.98
3078	010	0100	6116			2019	2019	11	8/26/2019	JVIA	JVIA0826190000001725	FVC 8/23-8/25/19		4.24
3078	010	0100	6116			2019	2019	11	8/27/2019	JVIA	JVIA0827190000001733	FVC 8/26/19		7.72
3078	010	0100	6116			2019	2019	11	8/28/2019	JVIA	JVIA0828190000001745	FVC AUG PD 8/27/19		-7.06
3078	010	0100	6116			2019	2019	11	8/28/2019	JVIA	JVIA0828190000001741	FVC 8/27/19		2.60
3078	010	0100	6116			2019	2019	11	8/29/2019	JVIA	JVIA0829190000001757	FVC 8/28/19		2.45
3078	010	0100	6116			2019	2019	11	8/30/2019	JVIA	JVIA0830190000001765	FVC 8/29/19		2.83
3078	010	0100	6116			2019	2019	12	9/5/2019	JVIA	JVIA0905190000001773	FVC 8/30-9/5/19		-16.98
3078	010	0100	6116			2019	2019	12	9/6/2019	JVIA	JVIA0906190000001781	FVC 9/5/19		2.80
3078	010	0100	6116			2019	2019	12	9/9/2019	JVIA	JVIA0909190000001789	FVC 9/6-9/8/19		7.81
3078	010	0100	6116			2019	2019	12	9/10/2019	JVIA	JVIA0910190000001797	FVC 9/9/19		8.05
3078	010	0100	6116			2019	2019	12	9/11/2019	JVIA	JVIA0911190000001805	FVC 9/10/19		2.94
3078	010	0100	6116			2019	2019	12	9/12/2019	JVIA	JVIA0912190000001813	FVC 9/11/19		2.32
3078	010	0100	6116			2019	2019	12	9/13/2019	JVIA	JVIA0913190000001821	FVC 9/12/19		2.62
3078	010	0100	6116			2019	2019	12	9/16/2019	JVIA	JVIA0916190000001829	FVC 9/13-9/15/19		4.87
3078	010	0100	6116			2019	2019	12	9/17/2019	JVIA	JVIA0917190000001837	FVC 9/16/19		69.09
3078	010	0100	6116			2019	2019	12	9/18/2019	JVIA	JVIA0918190000001845	FVC 9/17/19		2.28
3078	010	0100	6116			2019	2019	12	9/19/2019	JVIA	JVIA0919190000001853	FVC 9/18/19		3.03
3078	010	0100	6116			2019	2019	12	9/20/2019	JVIA	JVIA0920190000001861	FVC 9/19/19		2.41
3078	010	0100	6116			2019	2019	12	9/23/2019	JVIA	JVIA0923190000001869	FVC 9/20-9/23/19		403.59
3078	010	0100	6116			2019	2019	12	9/24/2019	JVIA	JVIA0924190000001877	FVC 9/23/19		12.90
3078	010	0100	6116			2019	2019	12	9/26/2019	JVIA	JVIA0926190000001897	FVC 9/25/19		4.13
3078	010	0100	6116			2019	2019	12	9/26/2019	JVIA	JVIA0926190000001893	FVC 9/25/19 PAYDNS		9.23
3078	010	0100	6116			2019	2019	12	9/26/2019	JVIA	JVIA0926190000001885	FVC 9/24/19		-31.60
3078	010	0100	6116			2019	2019	12	9/27/2019	JVIA	JVIA0927190000001905	FVC 9/26/19		4.33
3078	010	0100	6116			2019	2019	12	9/30/2019	JVIA	JVIA0930190000001917	FVC 9/27-9/30		192.88

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr
BY FUND, DEPARTMENT AND UNIT
Facilities Dev & Ops Capital

Fund: 3078
Dept: 411

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
3078	411	B590	6930	411	B590	CIP	2019	1	10/9/2018	JVA	10051800000000000074	To clear BSA 2015; ck #3057808 not needed		-1,171.02
Revenue Source 6930 Refund Prior Year Expenditures														
Report Grand Total													-62,239.29	

Revenue Summary

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Adopted Revenue Budget</u>	<u>Current Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
2019							
			Fund 3079				
			Unit 0100 Interest Distribution				
3079	010	0100	6110 Pool Interest Income	61,000.00	61,000.00	57,099.31	3,900.69
3079	010	0100	6116 Change In Fair Value	0.00	0.00	408.01	-408.01
			Unit 0100	61,000.00	61,000.00	57,507.32	3,492.68
			Unit B590 New Stadium				
3079	411	B590	6930 Refund Prior Year Expenditures	0.00	0.00	1,225.98	-1,225.98
			Unit B590	0.00	0.00	1,225.98	-1,225.98
			Unit 8000 Revenue				
3079	800	8000	8900 Statutory Reserves	-3,050.00	-3,050.00	0.00	-3,050.00
3079	800	8000	8901 Balance Brought Forward	3,488,945.00	2,028,129.00	0.00	2,028,129.00
			Unit 8000	3,485,895.00	2,025,079.00	0.00	2,025,079.00
			Fund 3079	3,546,895.00	2,086,079.00	58,733.30	2,027,345.70

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3079 56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports Fac Proj
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3079	010	0100	6110			2019	2019	1	10/2/2018	JVIA	JVIA1002180000000002	ALL 10/1/18		-130.55
3079	010	0100	6110			2019	2019	1	10/3/2018	JVIA	JVIA1003180000000013	ALL 10/2/18		-130.50
3079	010	0100	6110			2019	2019	1	10/4/2018	JVIA	JVIA1004180000000017	ALL 10/3/18		-131.02
3079	010	0100	6110			2019	2019	1	10/5/2018	JVIA	JVIA1005180000000026	ALL 10/4/18		-130.95
3079	010	0100	6110			2019	2019	1	10/9/2018	JVIA	JVIA1009180000000030	ALL 10/5/18		-129.20
3079	010	0100	6110			2019	2019	1	10/10/2018	JVIA	JVIA1010180000000038	ALL 10/6-10/9/18		-523.35
3079	010	0100	6110			2019	2019	1	10/11/2018	JVIA	JVIA1011180000000050	ALL 10/10/18		-131.03
3079	010	0100	6110			2019	2019	1	10/12/2018	JVIA	JVIA1012180000000054	ALL 10/11/18		-131.21
3079	010	0100	6110			2019	2019	1	10/15/2018	JVIA	JVIA1015180000000062	ALL 10/12-10/13/18		-262.31
3079	010	0100	6110			2019	2019	1	10/16/2018	JVIA	JVIA1016180000000070	ALL 10/14-10/15/18		-277.35
3079	010	0100	6110			2019	2019	1	10/17/2018	JVIA	JVIA1017180000000078	ALL 10/16/18		-137.98
3079	010	0100	6110			2019	2019	1	10/18/2018	JVIA	JVIA1018180000000086	ALL 10/17/18		-138.23
3079	010	0100	6110			2019	2019	1	10/19/2018	JVIA	JVIA1019180000000094	ALL 10/18/18		-134.74
3079	010	0100	6110			2019	2019	1	10/22/2018	JVIA	JVIA1022180000000102	ALL 10/19-10/20/18		-273.93
3079	010	0100	6110			2019	2019	1	10/23/2018	JVIA	JVIA1023180000000110	ALL 10/21-10/22/18		-274.40
3079	010	0100	6110			2019	2019	1	10/24/2018	JVIA	JVIA1024180000000118	ALL 10/23/18		-137.11
3079	010	0100	6110			2019	2019	1	10/25/2018	JVIA	JVIA1025180000000127	ALL 10/24/18		-136.99
3079	010	0100	6110			2019	2019	1	10/26/2018	JVIA	JVIA1026180000000135	ALL 10/25/18		-137.41
3079	010	0100	6110			2019	2019	1	10/29/2018	JVIA	JVIA1029180000000143	ALL 10/26-10/27/18		-274.74
3079	010	0100	6110			2019	2019	1	10/30/2018	JVIA	JVIA1030180000000151	ALL 10/28-10/29/18		-276.06
3079	010	0100	6110			2019	2019	1	10/31/2018	JVIA	JVIA1031180000000159	ALL 10/30/18		-133.99
3079	010	0100	6110			2019	2019	2	11/2/2018	JVIA	JVIA102180000000167	ALL 10/31-11/01/18		-245.64
3079	010	0100	6110			2019	2019	2	11/6/2018	JVIA	JVIA106180000000175	ALL 11/2-11/5/18		-562.66
3079	010	0100	6110			2019	2019	2	11/7/2018	JVIA	JVIA107180000000183	ALL 11/6/18		-140.49
3079	010	0100	6110			2019	2019	2	11/8/2018	JVIA	JVIA108180000000191	ALL-11/7/18		-140.29
3079	010	0100	6110			2019	2019	2	11/9/2018	JVIA	JVIA109180000000199	ALL-11/9/18		-140.41
3079	010	0100	6110			2019	2019	2	11/13/2018	JVIA	JVIA1113180000000207	ALL-11/9-11/12		-554.16
3079	010	0100	6110			2019	2019	2	11/14/2018	JVIA	JVIA1114180000000215	ALL-11/13		-138.68
3079	010	0100	6110			2019	2019	2	11/15/2018	JVIA	JVIA1115180000000223	ALL-11/14		-138.17
3079	010	0100	6110			2019	2019	2	11/19/2018	JVIA	JVIA1119180000000231	ALL-11/15		-140.27
3079	010	0100	6110			2019	2019	2	11/19/2018	JVIA	JVIA1119180000000239	ALL 11/16-11/17/18		-277.45
3079	010	0100	6110			2019	2019	2	11/20/2018	JVIA	JVIA1120180000000247	ALL 11/18-11/19/18		-282.86
3079	010	0100	6110			2019	2019	2	11/21/2018	JVIA	JVIA1121180000000255	ALL 11/20/18		-141.69
3079	010	0100	6110			2019	2019	2	11/26/2018	JVIA	JVIA1126180000000263	ALL 11/21-11/24/18		-563.51
3079	010	0100	6110			2019	2019	2	11/27/2018	JVIA	JVIA1127180000000271	ALL 11/25-11/26/18		-281.65
3079	010	0100	6110			2019	2019	2	11/28/2018	JVIA	JVIA1128180000000279	ALL 11/27/18		-140.39

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Fund: 3079 56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports Fac Proj
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3079	010	0100	6110			2019	2019	2	11/29/2018	JVIA	JVIA1129180000000287	ALL 11/28/18		-141.30
3079	010	0100	6110			2019	2019	2	11/30/2018	JVIA	JVIA1130180000000295	ALL 11/29/18		-142.73
3079	010	0100	6110			2019	2019	3	12/3/2018	JVIA	JVIA1203180000000310	ALL 11/30-12/2/18		-422.46
3079	010	0100	6110			2019	2019	3	12/4/2018	JVIA	JVIA1204180000000314	ALL 12/3/18		-141.50
3079	010	0100	6110			2019	2019	3	12/5/2018	JVIA	JVIA1205180000000322	ALL 12/4/18		-141.59
3079	010	0100	6110			2019	2019	3	12/6/2018	JVIA	JVIA1206180000000330	ALL-12/5/18		-119.36
3079	010	0100	6110			2019	2019	3	12/7/2018	JVIA	JVIA1207180000000338	ALL-12/6/18		-120.08
3079	010	0100	6110			2019	2019	3	12/12/2018	JVIA	JVIA1212180000000342	ALL 12/7-12/11/18		-680.85
3079	010	0100	6110			2019	2019	3	12/14/2018	JVIA	JVIA1214180000000354	ALL-12/12-12/13		-265.86
3079	010	0100	6110			2019	2019	3	12/17/2018	JVIA	JVIA1217180000000358	ALL 12/14-12/17/18		-394.72
3079	010	0100	6110			2019	2019	3	12/18/2018	JVIA	JVIA1218180000000366	ALL 12/17/18		-177.35
3079	010	0100	6110			2019	2019	3	12/19/2018	JVIA	JVIA1219180000000374	ALL 12/18/18		-138.08
3079	010	0100	6110			2019	2019	3	12/20/2018	JVIA	JVIA1220180000000386	ALL-12/19/18		-140.09
3079	010	0100	6110			2019	2019	3	12/21/2018	JVIA	JVIA1221180000000390	ALL-12/20		-143.21
3079	010	0100	6110			2019	2019	3	12/26/2018	JVIA	JVIA1226180000000394	ALL 12/21-12/24/18		-572.60
3079	010	0100	6110			2019	2019	3	12/27/2018	JVIA	JVIA1227180000000402	ALL 12/25-12/26/18		-280.67
3079	010	0100	6110			2019	2019	3	12/28/2018	JVIA	JVIA1228180000000410	ALL 12/27/18		-146.38
3079	010	0100	6110			2019	2019	3	12/31/2018	JVIA	JVIA1231180000000418	ALL 12/28-12/30/18		-435.65
3079	010	0100	6110			2019	2019	4	1/2/2019	JVIA	JVIA0102190000000434	ALL 12/31/18		-128.15
3079	010	0100	6110			2019	2019	4	1/3/2019	JVIA	JVIA0103190000000438	ALL 1/1-1/2/19		-289.39
3079	010	0100	6110			2019	2019	4	1/4/2019	JVIA	JVIA0104190000000446	ALL 1/3/19		-145.23
3079	010	0100	6110			2019	2019	4	1/7/2019	JVIA	JVIA0107190000000454	ALL 1/4-1/5/19		-290.02
3079	010	0100	6110			2019	2019	4	1/8/2019	JVIA	JVIA0108190000000462	ALL 1/6-1/7/19		-289.50
3079	010	0100	6110			2019	2019	4	1/9/2019	JVIA	JVIA0109190000000470	ALL 1/8/19		-144.97
3079	010	0100	6110			2019	2019	4	1/10/2019	JVIA	JVIA0110190000000482	ALL 1/9/19		-147.46
3079	010	0100	6110			2019	2019	4	1/11/2019	JVIA	JVIA0111190000000486	ALL 1/10/19		-148.03
3079	010	0100	6110			2019	2019	4	1/14/2019	JVIA	JVIA0114190000000498	ALL 1/11-1/12/19		-297.59
3079	010	0100	6110			2019	2019	4	1/15/2019	JVIA	JVIA0115190000000502	ALL 1/13-1/14/19		-298.08
3079	010	0100	6110			2019	2019	4	1/16/2019	JVIA	JVIA0116190000000510	ALL 1/15/19		-149.98
3079	010	0100	6110			2019	2019	4	1/17/2019	JVIA	JVIA0117190000000518	ALL 1/16/19		-149.60
3079	010	0100	6110			2019	2019	4	1/18/2019	JVIA	JVIA0118190000000526	ALL 1/17/19		-149.62
3079	010	0100	6110			2019	2019	4	1/22/2019	JVIA	JVIA0122190000000534	ALL 1/18-1/21/19		-599.18
3079	010	0100	6110			2019	2019	4	1/23/2019	JVIA	JVIA0123190000000542	ALL 1/22/19		-149.78
3079	010	0100	6110			2019	2019	4	1/24/2019	JVIA	JVIA0124190000000550	ALL 1/23/19		-150.97
3079	010	0100	6110			2019	2019	4	1/25/2019	JVIA	JVIA0125190000000562	ALL-1/24/19		-151.74
3079	010	0100	6110			2019	2019	4	1/28/2019	JVIA	JVIA0128190000000566	ALL 1/25-1/26/19		-305.49
3079	010	0100	6110			2019	2019	4	1/29/2019	JVIA	JVIA0129190000000574	ALL 1/27-1/28/19		-302.71
3079	010	0100	6110			2019	2019	4	1/30/2019	JVIA	JVIA0130190000000582	ALL 1/29/19		-152.33

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Fund: 3079 56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports Fac Proj
 Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3079	010	0100	6110			2019	2019	4	1/31/2019	JVIA	JVIA0131190000000590	ALL 1/30/19		-152.02
3079	010	0100	6110			2019	2019	5	2/1/2019	JVIA	JVIA0201190000000598	ALL 1/31/19		-132.61
3079	010	0100	6110			2019	2019	5	2/4/2019	JVIA	JVIA0204190000000606	ALL 2/1-2/3/19		-458.40
3079	010	0100	6110			2019	2019	5	2/5/2019	JVIA	JVIA0205190000000614	ALL 2/4/19		-152.51
3079	010	0100	6110			2019	2019	5	2/6/2019	JVIA	JVIA0206190000000622	ALL 2/5/19		-152.90
3079	010	0100	6110			2019	2019	5	2/7/2019	JVIA	JVIA0207190000000630	ALL 2/6/19		-152.70
3079	010	0100	6110			2019	2019	5	2/8/2019	JVIA	JVIA0208190000000638	ALL 2/7/19		-153.08
3079	010	0100	6110			2019	2019	5	2/11/2019	JVIA	JVIA0211190000000646	ALL 2/8-2/9/19		-305.89
3079	010	0100	6110			2019	2019	5	2/12/2019	JVIA	JVIA0212190000000654	ALL 2/10-2/11/19		-305.44
3079	010	0100	6110			2019	2019	5	2/13/2019	JVIA	JVIA0213190000000662	ALL 2/12/19		-152.93
3079	010	0100	6110			2019	2019	5	2/14/2019	JVIA	JVIA0214190000000670	ALL 2/13/19		-152.19
3079	010	0100	6110			2019	2019	5	2/15/2019	JVIA	JVIA0215190000000678	ALL 2/14/19		-151.96
3079	010	0100	6110			2019	2019	5	2/19/2019	JVIA	JVIA0219190000000686	ALL 2/15-2/18/19		-600.99
3079	010	0100	6110			2019	2019	5	2/20/2019	JVIA	JVIA0220190000000694	ALL 2/19/19		-152.07
3079	010	0100	6110			2019	2019	5	2/21/2019	JVIA	JVIA0221190000000702	ALL 2/20/19		-153.20
3079	010	0100	6110			2019	2019	5	2/22/2019	JVIA	JVIA0222190000000709	ALL 2/21/19		-154.05
3079	010	0100	6110			2019	2019	5	2/25/2019	JVIA	JVIA0225190000000721	ALL-2/22/19-2/24/19		-450.50
3079	010	0100	6110			2019	2019	5	2/26/2019	JVIA	JVIA0226190000000729	ALL-2/25/19		-150.47
3079	010	0100	6110			2019	2019	5	2/27/2019	JVIA	JVIA0227190000000737	ALL 2/26/19		-153.04
3079	010	0100	6110			2019	2019	5	2/28/2019	JVIA	JVIA0228190000000741	ALL 2/27/19		-152.41
3079	010	0100	6110			2019	2019	5	2/28/2019	JVIA	JVIA0228190000000749	ALL 2/27/19 FEB ADJ		-85.25
3079	010	0100	6110			2019	2019	6	3/1/2019	JVIA	JVIA0301190000000757	ALL 2/28/19		-193.72
3079	010	0100	6110			2019	2019	6	3/4/2019	JVIA	JVIA0304190000000765	ALL 3/1-3/2/19		-306.24
3079	010	0100	6110			2019	2019	6	3/6/2019	JVIA	JVIA0306190000000773	ALL 3/3-3/5/19		-461.39
3079	010	0100	6110			2019	2019	6	3/7/2019	JVIA	JVIA0307190000000781	ALL 3/6/19		-154.36
3079	010	0100	6110			2019	2019	6	3/8/2019	JVIA	JVIA0308190000000789	ALL 3/7/19		-155.27
3079	010	0100	6110			2019	2019	6	3/11/2019	JVIA	JVIA0311190000000796	ALL 3/8-3/10/19		-465.21
3079	010	0100	6110			2019	2019	6	3/12/2019	JVIA	JVIA0312190000000808	ALL-3/11/19		-153.38
3079	010	0100	6110			2019	2019	6	3/13/2019	JVIA	JVIA0313190000000812	ALL 3/10 & 3/12/19		-305.83
3079	010	0100	6110			2019	2019	6	3/14/2019	JVIA	JVIA0314190000000820	ALL 3/13/19		-153.23
3079	010	0100	6110			2019	2019	6	3/15/2019	JVIA	JVIA0315190000000827	ALL 3/14/19		-153.64
3079	010	0100	6110			2019	2019	6	3/18/2019	JVIA	JVIA0318190000000835	ALL 3/15-3/16/19		-307.02
3079	010	0100	6110			2019	2019	6	3/19/2019	JVIA	JVIA0319190000000843	ALL 3/17-3/18/19		-306.82
3079	010	0100	6110			2019	2019	6	3/20/2019	JVIA	JVIA0320190000000851	ALL 3/19/19		-153.63
3079	010	0100	6110			2019	2019	6	3/21/2019	JVIA	JVIA0321190000000858	ALL 3/20/19		-153.59
3079	010	0100	6110			2019	2019	6	3/22/2019	JVIA	JVIA0322190000000866	ALL 3/21/19		-154.03
3079	010	0100	6110			2019	2019	6	3/25/2019	JVIA	JVIA0325190000000874	ALL 3/22-3/23/19		-307.41

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Fund: 3079 56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports Fac Proj
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3079	010	0100	6110			2019	2019	6	3/26/2019	JVIA	JVIA0326190000000882	ALL 3/24-2/25/19		-307.36
3079	010	0100	6110			2019	2019	6	3/27/2019	JVIA	JVIA0327190000000890	ALL 3/26/19		-153.67
3079	010	0100	6110			2019	2019	6	3/28/2019	JVIA	JVIA0328190000000901	ALL-3/27/19		-153.49
3079	010	0100	6110			2019	2019	6	3/29/2019	JVIA	JVIA0329190000000905	ALL 3/28/19		-153.50
3079	010	0100	6110			2019	2019	7	4/1/2019	JVIA	JVIA0401190000000913	ALL 3/29-3/30/19		-311.03
3079	010	0100	6110			2019	2019	7	4/2/2019	JVIA	JVIA0402190000000921	ALL 3/31-4/1/19		-284.38
3079	010	0100	6110			2019	2019	7	4/3/2019	JVIA	JVIA0403190000000929	ALL 4/2/19		-154.60
3079	010	0100	6110			2019	2019	7	4/4/2019	JVIA	JVIA0404190000000937	ALL 4/3/19		-154.16
3079	010	0100	6110			2019	2019	7	4/5/2019	JVIA	JVIA0405190000000944	ALL 4/4/19		-154.72
3079	010	0100	6110			2019	2019	7	4/8/2019	JVIA	JVIA0408190000000951	ALL 4/5-4/6/19		-309.62
3079	010	0100	6110			2019	2019	7	4/9/2019	JVIA	JVIA0409190000000959	ALL 4/7-4/8/19		-310.93
3079	010	0100	6110			2019	2019	7	4/10/2019	JVIA	JVIA0410190000000967	ALL 4/9/19		-155.81
3079	010	0100	6110			2019	2019	7	4/11/2019	JVIA	JVIA0411190000000975	ALL 4/10/19		-155.24
3079	010	0100	6110			2019	2019	7	4/12/2019	JVIA	JVIA0412190000000982	ALL 4/11/19		-155.13
3079	010	0100	6110			2019	2019	7	4/15/2019	JVIA	JVIA0415190000000989	ALL 4/12-4/13/19		-309.92
3079	010	0100	6110			2019	2019	7	4/16/2019	JVIA	JVIA0416190000000997	ALL 4/14-4/15/19		-313.19
3079	010	0100	6110			2019	2019	7	4/17/2019	JVIA	JVIA0417190000001005	ALL 4/16/19		-154.14
3079	010	0100	6110			2019	2019	7	4/18/2019	JVIA	JVIA0418190000001013	ALL 4/17/19		-154.67
3079	010	0100	6110			2019	2019	7	4/22/2019	JVIA	JVIA0422190000001020	ALL 4/18-4/21/19		-613.66
3079	010	0100	6110			2019	2019	7	4/23/2019	JVIA	JVIA0423190000001027	ALL 4/22/19		-155.04
3079	010	0100	6110			2019	2019	7	4/24/2019	JVIA	JVIA0424190000001035	ALL 4/23/19		-154.84
3079	010	0100	6110			2019	2019	7	4/25/2019	JVIA	JVIA0425190000001042	ALL 4/24/19		-154.58
3079	010	0100	6110			2019	2019	7	4/26/2019	JVIA	JVIA0426190000001049	ALL 4/25/19		-154.69
3079	010	0100	6110			2019	2019	7	4/29/2019	JVIA	JVIA0429190000001056	ALL 4/26-4/18/19		-463.43
3079	010	0100	6110			2019	2019	7	4/30/2019	JVIA	JVIA0430190000001064	ALL 4/29/19		-153.68
3079	010	0100	6110			2019	2019	8	5/1/2019	JVIA	JVIA0501190000001075	ALL 4/30/19		-154.05
3079	010	0100	6110			2019	2019	8	5/2/2019	JVIA	JVIA0502190000001083	ALL 5/1/19		-152.79
3079	010	0100	6110			2019	2019	8	5/3/2019	JVIA	JVIA0503190000001091	ALL 5/2/19		-153.10
3079	010	0100	6110			2019	2019	8	5/6/2019	JVIA	JVIA0506190000001099	ALL 5/3-5/5/19		-457.68
3079	010	0100	6110			2019	2019	8	5/7/2019	JVIA	JVIA0507190000001107	ALL 5/6/19		-152.97
3079	010	0100	6110			2019	2019	8	5/8/2019	JVIA	JVIA0508190000001115	ALL 5/7/19		-152.92
3079	010	0100	6110			2019	2019	8	5/9/2019	JVIA	JVIA0509190000001123	ALL 5/8/19		-153.29
3079	010	0100	6110			2019	2019	8	5/10/2019	JVIA	JVIA0510190000001131	ALL 5/9/19		-153.27
3079	010	0100	6110			2019	2019	8	5/13/2019	JVIA	JVIA0513190000001138	ALL 5/10-5/12/19		-460.36
3079	010	0100	6110			2019	2019	8	5/14/2019	JVIA	JVIA0514190000001146	ALL 5/13/19		-153.61
3079	010	0100	6110			2019	2019	8	5/15/2019	JVIA	JVIA0515190000001154	ALL 5/14/19		-153.36
3079	010	0100	6110			2019	2019	8	5/16/2019	JVIA	JVIA0516190000001162	ALL 5/15/19		-153.84
3079	010	0100	6110			2019	2019	8	5/17/2019	JVIA	JVIA0517190000001169	ALL 5/16/19		-154.66

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Fund: 3079 56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports Fac Proj
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
					Revenue Source 6110									
3079	010	0100	6110			2019	2019	8	5/20/2019	JVIA	JVIA05201900000001177	ALL 5/17-5/18/19		-306.24
3079	010	0100	6110			2019	2019	8	5/21/2019	JVIA	JVIA05211900000001185	ALL 5/19-5/20/19		-306.94
3079	010	0100	6110			2019	2019	8	5/22/2019	JVIA	JVIA05221900000001193	ALL 5/21/19		-153.31
3079	010	0100	6110			2019	2019	8	5/23/2019	JVIA	JVIA05231900000001202	ALL 5/22/19		-153.43
3079	010	0100	6110			2019	2019	8	5/24/2019	JVIA	JVIA05241900000001210	ALL 5/23/19		-153.36
3079	010	0100	6110			2019	2019	8	5/28/2019	JVIA	JVIA05281900000001218	ALL 5/24-5/26/19		-459.12
3079	010	0100	6110			2019	2019	8	5/29/2019	JVIA	JVIA05291900000001226	ALL 5/27-5/28/19		-305.49
3079	010	0100	6110			2019	2019	8	5/30/2019	JVIA	JVIA05301900000001234	ALL 5/29/19		-153.06
3079	010	0100	6110			2019	2019	8	5/31/2019	JVIA	JVIA05311900000001246	ALL 5/30/19		-152.99
3079	010	0100	6110			2019	2019	9	6/3/2019	JVIA	JVIA06031900000001253	ALL 5/31-6/1/19		-290.01
3079	010	0100	6110			2019	2019	9	6/4/2019	JVIA	JVIA06041900000001262	ALL 6/2-6/3/19		-313.52
3079	010	0100	6110			2019	2019	9	6/5/2019	JVIA	JVIA06051900000001270	ALL 6/4/19		-153.23
3079	010	0100	6110			2019	2019	9	6/6/2019	JVIA	JVIA06061900000001278	ALL 6/5/19		-153.54
3079	010	0100	6110			2019	2019	9	6/7/2019	JVIA	JVIA06071900000001285	ALL 6/6/19		-153.76
3079	010	0100	6110			2019	2019	9	6/10/2019	JVIA	JVIA06101900000001289	ALL 6/7-6/8/19		-308.61
3079	010	0100	6110			2019	2019	9	6/11/2019	JVIA	JVIA06111900000001297	ALL 6/9-6/10/19		-308.30
3079	010	0100	6110			2019	2019	9	6/12/2019	JVIA	JVIA06121900000001305	ALL 6/11/19		-155.99
3079	010	0100	6110			2019	2019	9	6/13/2019	JVIA	JVIA06131900000001313	ALL 6/12/19		-156.35
3079	010	0100	6110			2019	2019	9	6/14/2019	JVIA	JVIA06141900000001320	ALL 6/13/19		-157.01
3079	010	0100	6110			2019	2019	9	6/17/2019	JVIA	JVIA06171900000001332	ALL- 6/14 - 6/16		-470.40
3079	010	0100	6110			2019	2019	9	6/18/2019	JVIA	JVIA06181900000001340	ALL - 6/17		-157.79
3079	010	0100	6110			2019	2019	9	6/19/2019	JVIA	JVIA06191900000001348	ALL - 6/18		-155.15
3079	010	0100	6110			2019	2019	9	6/20/2019	JVIA	JVIA06201900000001356	ALL -6/19		-156.87
3079	010	0100	6110			2019	2019	9	6/21/2019	JVIA	JVIA06211900000001364	ALL-6/20		-155.73
3079	010	0100	6110			2019	2019	9	6/24/2019	JVIA	JVIA06241900000001367	ALL 6/21/19		-155.77
3079	010	0100	6110			2019	2019	9	6/25/2019	JVIA	JVIA06251900000001375	ALL 6/22-6/24/19		-466.90
3079	010	0100	6110			2019	2019	9	6/26/2019	JVIA	JVIA06261900000001383	ALL 6/25/19		-155.33
3079	010	0100	6110			2019	2019	9	6/27/2019	JVIA	JVIA06271900000001391	ALL 6/26/19		-155.65
3079	010	0100	6110			2019	2019	9	6/28/2019	JVIA	JVIA06281900000001407	ALL ADJ JUNE		-376.06
3079	010	0100	6110			2019	2019	9	6/28/2019	JVIA	JVIA06281900000001403	ALL 6/27/19		-156.38
3079	010	0100	6110			2019	2019	10	7/1/2019	JVIA	JVIA07011900000001415	ALL 6/28-6/29/19		-313.34
3079	010	0100	6110			2019	2019	10	7/2/2019	JVIA	JVIA07021900000001423	ALL 6/30-7/1/19		-311.36
3079	010	0100	6110			2019	2019	10	7/3/2019	JVIA	JVIA07031900000001431	ALL 7/2/19		-156.80
3079	010	0100	6110			2019	2019	10	7/5/2019	JVIA	JVIA07051900000001439	ALL 7/3/19		-156.60
3079	010	0100	6110			2019	2019	10	7/8/2019	JVIA	JVIA07081900000001447	ALL 7/4-7/6/19		-470.65
3079	010	0100	6110			2019	2019	10	7/9/2019	JVIA	JVIA07091900000001455	ALL 7/7-7/8/19		-314.24
3079	010	0100	6110			2019	2019	10	7/10/2019	JVIA	JVIA07101900000001463	ALL 7/9/19		-157.72

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3079 56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports Fac Proj
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3079	010	0100	6110			2019	2019	10	7/11/2019	JVIA	JVIA0711190000001471	ALL 7/10/19		-155.85
3079	010	0100	6110			2019	2019	10	7/12/2019	JVIA	JVIA0712190000001479	ALL 7/11/19		-157.42
3079	010	0100	6110			2019	2019	10	7/15/2019	JVIA	JVIA0715190000001487	ALL 7/12-7/13/19		-315.32
3079	010	0100	6110			2019	2019	10	7/16/2019	JVIA	JVIA0716190000001495	ALL 7/14-7/15/19		-317.61
3079	010	0100	6110			2019	2019	10	7/17/2019	JVIA	JVIA0717190000001503	ALL 7/16/19		-158.20
3079	010	0100	6110			2019	2019	10	7/18/2019	JVIA	JVIA0718190000001511	ALL 7/17/19		-157.59
3079	010	0100	6110			2019	2019	10	7/19/2019	JVIA	JVIA0719190000001519	ALL 7/19/19		-157.71
3079	010	0100	6110			2019	2019	10	7/22/2019	JVIA	JVIA0722190000001526	ALL 7/19-7/20/19		-315.67
3079	010	0100	6110			2019	2019	10	7/23/2019	JVIA	JVIA0723190000001534	ALL 7/21-7/22/19		-315.80
3079	010	0100	6110			2019	2019	10	7/24/2019	JVIA	JVIA0724190000001542	ALL 7/23/19		-158.18
3079	010	0100	6110			2019	2019	10	7/25/2019	JVIA	JVIA0725190000001550	ALL 7/24/19		-158.30
3079	010	0100	6110			2019	2019	10	7/26/2019	JVIA	JVIA0726190000001558	ALL 7/25/19		-159.07
3079	010	0100	6110			2019	2019	10	7/29/2019	JVIA	JVIA0729190000001566	ALL 7/26-7/27/19		-316.13
3079	010	0100	6110			2019	2019	10	7/30/2019	JVIA	JVIA0730190000001586	ALL 7/29/19, ADJ.		-386.95
3079	010	0100	6110			2019	2019	10	7/30/2019	JVIA	JVIA0730190000001574	ALL 7/28-7/29/19		-314.55
3079	010	0100	6110			2019	2019	10	7/31/2019	JVIA	JVIA0731190000001591	ALL 7/30/19		-155.14
3079	010	0100	6110			2019	2019	11	8/1/2019	JVIA	JVIA0801190000001598	ALL 7/31/19		-132.18
3079	010	0100	6110			2019	2019	11	8/2/2019	JVIA	JVIA0802190000001606	ALL 8/1/19		-157.55
3079	010	0100	6110			2019	2019	11	8/5/2019	JVIA	JVIA0805190000001615	ALL 8/2-8/4/19		-473.85
3079	010	0100	6110			2019	2019	11	8/6/2019	JVIA	JVIA0806190000001622	ALL 8/5/19		-155.85
3079	010	0100	6110			2019	2019	11	8/7/2019	JVIA	JVIA0807190000001630	ALL 8/6/19		-155.68
3079	010	0100	6110			2019	2019	11	8/8/2019	JVIA	JVIA0808190000001635	ALL 8/7/19		-152.18
3079	010	0100	6110			2019	2019	11	8/9/2019	JVIA	JVIA0809190000001643	ALL 8/8/19		-149.63
3079	010	0100	6110			2019	2019	11	8/12/2019	JVIA	JVIA0812190000001652	ALL 8/9-8/10/19		-301.70
3079	010	0100	6110			2019	2019	11	8/13/2019	JVIA	JVIA0813190000001660	ALL 8/11-8/12/19		-303.04
3079	010	0100	6110			2019	2019	11	8/15/2019	JVIA	JVIA0815190000001668	ALL 8/12-8/14/19		-300.78
3079	010	0100	6110			2019	2019	11	8/16/2019	JVIA	JVIA0816190000001675	ALL 8/15/19		-145.05
3079	010	0100	6110			2019	2019	11	8/19/2019	JVIA	JVIA0819190000001684	ALL 8/16-8/17/19		-289.05
3079	010	0100	6110			2019	2019	11	8/20/2019	JVIA	JVIA0820190000001690	ALL 8/18-8/19/19		-299.63
3079	010	0100	6110			2019	2019	11	8/21/2019	JVIA	JVIA0821190000001697	ALL 8/20/19		-149.73
3079	010	0100	6110			2019	2019	11	8/22/2019	JVIA	JVIA0822190000001705	ALL 8/21/19		-150.29
3079	010	0100	6110			2019	2019	11	8/23/2019	JVIA	JVIA0823190000001713	ALL 8/22/19		-150.91
3079	010	0100	6110			2019	2019	11	8/26/2019	JVIA	JVIA0826190000001722	ALL 8/23-8/25/19		-450.62
3079	010	0100	6110			2019	2019	11	8/27/2019	JVIA	JVIA0827190000001729	ALL 8/26/19		-148.01
3079	010	0100	6110			2019	2019	11	8/28/2019	JVIA	JVIA0828190000001750	ALL 8/27/19		-248.49
3079	010	0100	6110			2019	2019	11	8/28/2019	JVIA	JVIA0828190000001737	ALL 8/27/19		-148.91
3079	010	0100	6110			2019	2019	11	8/29/2019	JVIA	JVIA0829190000001753	ALL 8/28/19		-147.87
3079	010	0100	6110			2019	2019	11	8/30/2019	JVIA	JVIA0830190000001761	ALL 8/29/19		-148.48

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3079 56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports Fac Proj
 Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6110 Pool Interest Income														
3079	010	0100	6110			2019	2019	12	9/5/2019	JVIA	JVIA0905190000001769	ALL 8/30-9/4/19		-715.79
3079	010	0100	6110			2019	2019	12	9/6/2019	JVIA	JVIA0906190000001777	ALL 9/5/19		-147.34
3079	010	0100	6110			2019	2019	12	9/9/2019	JVIA	JVIA0909190000001785	ALL 9/6-9/8/19		-353.30
3079	010	0100	6110			2019	2019	12	9/10/2019	JVIA	JVIA0910190000001793	ALL 9/9/19		-148.97
3079	010	0100	6110			2019	2019	12	9/11/2019	JVIA	JVIA0911190000001801	ALL 9/10/19		-148.82
3079	010	0100	6110			2019	2019	12	9/12/2019	JVIA	JVIA0912190000001809	ALL 9/11/19		-148.98
3079	010	0100	6110			2019	2019	12	9/13/2019	JVIA	JVIA0913190000001817	ALL 9/12/19		-149.19
3079	010	0100	6110			2019	2019	12	9/16/2019	JVIA	JVIA0916190000001825	ALL 9/13-9/15		-448.46
3079	010	0100	6110			2019	2019	12	9/17/2019	JVIA	JVIA0917190000001833	ALL 9/16/19		-149.37
3079	010	0100	6110			2019	2019	12	9/18/2019	JVIA	JVIA0918190000001841	ALL 9/17/19		-149.08
3079	010	0100	6110			2019	2019	12	9/19/2019	JVIA	JVIA0919190000001849	ALL 9/18/19		-149.30
3079	010	0100	6110			2019	2019	12	9/20/2019	JVIA	JVIA0920190000001857	ALL 9/19/19		-149.35
3079	010	0100	6110			2019	2019	12	9/23/2019	JVIA	JVIA0923190000001865	ALL 9/20-9/22/19		-413.82
3079	010	0100	6110			2019	2019	12	9/24/2019	JVIA	JVIA0924190000001873	ALL 9/23/19		-136.60
3079	010	0100	6110			2019	2019	12	9/26/2019	JVIA	JVIA0926190000001881	ALL 9/24/19		-176.49
3079	010	0100	6110			2019	2019	12	9/26/2019	JVIA	JVIA0926190000001889	ALL 9/25/19		-140.49
3079	010	0100	6110			2019	2019	12	9/27/2019	JVIA	JVIA0927190000001910	ALL 9/26/19 ADJ		-1,846.73
3079	010	0100	6110			2019	2019	12	9/27/2019	JVIA	JVIA0927190000001901	ALL 9/26/19		-140.17
3079	010	0100	6110			2019	2019	12	9/30/2019	JVIA	JVIA0930190000001913	ALL-9/27-9/30		-564.66
Revenue Source 6116 Change In Fair Value														
3079	010	0100	6116			2019	2019	1	10/2/2018	JVIA	JVIA1002180000000006	FVC 10/1/18		40.70
3079	010	0100	6116			2019	2019	1	10/3/2018	JVIA	JVIA1003180000000010	FVC 10/2/18		0.18
3079	010	0100	6116			2019	2019	1	10/5/2018	JVIA	JVIA1005180000000022	FVC 10/4/18		0.69
3079	010	0100	6116			2019	2019	1	10/9/2018	JVIA	JVIA1009180000000034	FVC 10/5/18		-0.80
3079	010	0100	6116			2019	2019	1	10/10/2018	JVIA	JVIA1010180000000042	FVC 10/6-10/9/18		-4.42
3079	010	0100	6116			2019	2019	1	10/11/2018	JVIA	JVIA1011180000000046	FVC 10/10/18		-0.87
3079	010	0100	6116			2019	2019	1	10/12/2018	JVIA	JVIA1012180000000058	FVC 10/11/18		-1.42
3079	010	0100	6116			2019	2019	1	10/15/2018	JVIA	JVIA1015180000000066	FVC 10/12-10/13/18		-0.68
3079	010	0100	6116			2019	2019	1	10/16/2018	JVIA	JVIA1016180000000074	FVC 10/14-10/15/18		31.94
3079	010	0100	6116			2019	2019	1	10/17/2018	JVIA	JVIA1017180000000082	FVC 10/16/18		-0.98
3079	010	0100	6116			2019	2019	1	10/18/2018	JVIA	JVIA1018180000000090	FVC 10/17/18		-1.21
3079	010	0100	6116			2019	2019	1	10/19/2018	JVIA	JVIA1019180000000098	FVC 10/18/18		-0.96
3079	010	0100	6116			2019	2019	1	10/22/2018	JVIA	JVIA1022180000000106	FVC 10/19-10/20/18		-0.91
3079	010	0100	6116			2019	2019	1	10/23/2018	JVIA	JVIA1023180000000114	FVC 10/21-10/22/18		-2.94
3079	010	0100	6116			2019	2019	1	10/24/2018	JVIA	JVIA1024180000000122	FVC 10/23/18		-1.13
3079	010	0100	6116			2019	2019	1	10/25/2018	JVIA	JVIA1025180000000130	FVC 10/24/18		-1.17
3079	010	0100	6116			2019	2019	1	10/26/2018	JVIA	JVIA1026180000000138	FVC 10/25/18		-1.22

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3079 56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports Fac Proj
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
3079	010	0100	6116			2019	2019	1	10/29/2018	JVIA	JVIA1029180000000146	FVC 10/26-10/27/18		-1.02
3079	010	0100	6116			2019	2019	1	10/30/2018	JVIA	JVIA1030180000000155	FVC 10/28-10/29/18		-3.16
3079	010	0100	6116			2019	2019	1	10/31/2018	JVIA	JVIA1031180000000162	FVC 10/30/18		-0.61
3079	010	0100	6116			2019	2019	2	11/2/2018	JVIA	JVIA1102180000000171	FVC 10/31-11/01/18		20.04
3079	010	0100	6116			2019	2019	2	11/6/2018	JVIA	JVIA1106180000000178	FVC 11/2-11/5/18		-4.23
3079	010	0100	6116			2019	2019	2	11/7/2018	JVIA	JVIA1107180000000186	FVC 11/6/18		-0.87
3079	010	0100	6116			2019	2019	2	11/8/2018	JVIA	JVIA1108180000000194	FVC 11/7/18		-0.96
3079	010	0100	6116			2019	2019	2	11/9/2018	JVIA	JVIA1109180000000202	FVC 11/8/18		-1.37
3079	010	0100	6116			2019	2019	2	11/13/2018	JVIA	JVIA1113180000000210	FVC 11/9-11/12		-0.84
3079	010	0100	6116			2019	2019	2	11/14/2018	JVIA	JVIA1114180000000218	FVC 11/13/18		-4.31
3079	010	0100	6116			2019	2019	2	11/15/2018	JVIA	JVIA1115180000000226	FVC 11/14		-1.04
3079	010	0100	6116			2019	2019	2	11/19/2018	JVIA	JVIA1119180000000242	FVC 11/16-11/17/18		0.42
3079	010	0100	6116			2019	2019	2	11/19/2018	JVIA	JVIA1119180000000235	FVC 11/15		-124.42
3079	010	0100	6116			2019	2019	2	11/20/2018	JVIA	JVIA1120180000000250	FVC 11/18-11/19/18		1.83
3079	010	0100	6116			2019	2019	2	11/21/2018	JVIA	JVIA1121180000000258	FVC 11/20/18		0.35
3079	010	0100	6116			2019	2019	2	11/26/2018	JVIA	JVIA1126180000000266	FVC 11/21-11/24-18		0.86
3079	010	0100	6116			2019	2019	2	11/27/2018	JVIA	JVIA1127180000000274	FVC 11/25-11/26/18		0.92
3079	010	0100	6116			2019	2019	2	11/28/2018	JVIA	JVIA1128180000000282	FVC 11/27/18		0.26
3079	010	0100	6116			2019	2019	2	11/29/2018	JVIA	JVIA1129180000000290	FVC - 11/28/18		0.42
3079	010	0100	6116			2019	2019	2	11/30/2018	JVIA	JVIA1130180000000299	FVC 11/29/18		-142.54
3079	010	0100	6116			2019	2019	2	11/30/2018	JVIA	JVIA1130180000000303	FVC PAYDOW 11/29/18		14.74
3079	010	0100	6116			2019	2019	3	12/3/2018	JVIA	JVIA1203180000000306	FVC 11/30-12/2/18		0.12
3079	010	0100	6116			2019	2019	3	12/4/2018	JVIA	JVIA1204180000000318	FVC 12/3/18		45.30
3079	010	0100	6116			2019	2019	3	12/5/2018	JVIA	JVIA1205180000000325	FVC 12/4/18		0.33
3079	010	0100	6116			2019	2019	3	12/7/2018	JVIA	JVIA1207180000000333	FVC 12/6/18		0.66
3079	010	0100	6116			2019	2019	3	12/12/2018	JVIA	JVIA1212180000000345	FVC 12/7-12/11/18		2.07
3079	010	0100	6116			2019	2019	3	12/14/2018	JVIA	JVIA1214180000000350	FVC 12/12-12/13		-22.47
3079	010	0100	6116			2019	2019	3	12/17/2018	JVIA	JVIA1217180000000361	FVC 12/14-12/16/18		2.63
3079	010	0100	6116			2019	2019	3	12/18/2018	JVIA	JVIA1218180000000369	FVC 12/17/18		0.69
3079	010	0100	6116			2019	2019	3	12/19/2018	JVIA	JVIA1219180000000377	FVC 12/18/18		0.29
3079	010	0100	6116			2019	2019	3	12/20/2018	JVIA	JVIA1220180000000381	FVC 12/19/18		0.34
3079	010	0100	6116			2019	2019	3	12/26/2018	JVIA	JVIA1226180000000398	FVC 12/21-12/24/18		20.08
3079	010	0100	6116			2019	2019	3	12/27/2018	JVIA	JVIA1227180000000405	FVC 12/25-12/26/18		-1.72
3079	010	0100	6116			2019	2019	3	12/28/2018	JVIA	JVIA1228180000000413	FVC 12/27/18		-1.05
3079	010	0100	6116			2019	2019	3	12/31/2018	JVIA	JVIA1231180000000422	FVC 12/28-12/30/18		-55.97
3079	010	0100	6116			2019	2019	3	12/31/2018	JVIA	JVIA1231180000000426	FVC 12/1-12/20/18		29.19
3079	010	0100	6116			2019	2019	4	1/2/2019	JVIA	JVIA0102190000000429	FVC 12/31/18		-2.07
3079	010	0100	6116			2019	2019	4	1/3/2019	JVIA	JVIA0103190000000442	FVC 1/1-1/2/19		65.60

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT
56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports Fac Proj
Interest Distribution Agency

Fund: 3079
Dept: 010

Fund	Dept	Unit	Sub Unit	Rev. Mjr. Unit	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
3079	010	0100	6116			2019	2019	5	2/28/2019	JVIA	JVIA0228190000000753	FVC 2/27/19 FEB PAYD		32.65
3079	010	0100	6116			2019	2019	5	2/28/2019	JVIA	JVIA0228190000000744	FVC 2/27/19		0.65
3079	010	0100	6116			2019	2019	6	3/1/2019	JVIA	JVIA0301190000000761	FVC 2/28/19		-33.59
3079	010	0100	6116			2019	2019	6	3/4/2019	JVIA	JVIA0304190000000769	FVC 3/1-3/2/19		74.31
3079	010	0100	6116			2019	2019	6	3/6/2019	JVIA	JVIA0306190000000776	FVC 3/3-3/5/19		1.15
3079	010	0100	6116			2019	2019	6	3/7/2019	JVIA	JVIA0307190000000784	FVC 3/6/19		0.21
3079	010	0100	6116			2019	2019	6	3/8/2019	JVIA	JVIA0308190000000792	FVC 3/7/19		0.07
3079	010	0100	6116			2019	2019	6	3/11/2019	JVIA	JVIA0311190000000799	FVC 3/8-3/10/19		1.13
3079	010	0100	6116			2019	2019	6	3/12/2019	JVIA	JVIA0312190000000803	FVC-3/11/19		1.30
3079	010	0100	6116			2019	2019	6	3/13/2019	JVIA	JVIA0313190000000815	FVC 3/12/19		0.27
3079	010	0100	6116			2019	2019	6	3/14/2019	JVIA	JVIA0314190000000823	FVC 3/13/19		0.04
3079	010	0100	6116			2019	2019	6	3/15/2019	JVIA	JVIA0315190000000830	FVC 3/14/19		-1.55
3079	010	0100	6116			2019	2019	6	3/18/2019	JVIA	JVIA0318190000000838	FVC 3/15-1/16/19		0.33
3079	010	0100	6116			2019	2019	6	3/19/2019	JVIA	JVIA0319190000000846	FVC 3/17-3/18/19		0.90
3079	010	0100	6116			2019	2019	6	3/20/2019	JVIA	JVIA0320190000000854	FVC 3/19/19		0.20
3079	010	0100	6116			2019	2019	6	3/21/2019	JVIA	JVIA0321190000000861	FVC 3/20/19		0.37
3079	010	0100	6116			2019	2019	6	3/22/2019	JVIA	JVIA0322190000000869	FVC 3/21/19		0.30
3079	010	0100	6116			2019	2019	6	3/25/2019	JVIA	JVIA0325190000000877	FVC 3/22-3/23/19		0.62
3079	010	0100	6116			2019	2019	6	3/26/2019	JVIA	JVIA0326190000000885	FVC 3/24-3/25/19		0.95
3079	010	0100	6116			2019	2019	6	3/27/2019	JVIA	JVIA0327190000000893	FVC 3/26/19		0.67
3079	010	0100	6116			2019	2019	6	3/28/2019	JVIA	JVIA0328190000000897	FVC-3/27/19		0.11
3079	010	0100	6116			2019	2019	6	3/29/2019	JVIA	JVIA0329190000000908	FVC 3/28/19		0.26
3079	010	0100	6116			2019	2019	7	4/1/2019	JVIA	JVIA0401190000000916	FVC 3/29-3/30/19		0.62
3079	010	0100	6116			2019	2019	7	4/2/2019	JVIA	JVIA0402190000000925	FVC 3/31-4/1/19		24.23
3079	010	0100	6116			2019	2019	7	4/3/2019	JVIA	JVIA0403190000000932	FVC 4/2/19		0.85
3079	010	0100	6116			2019	2019	7	4/4/2019	JVIA	JVIA0404190000000940	FVC 4/3/19		0.21
3079	010	0100	6116			2019	2019	7	4/5/2019	JVIA	JVIA0405190000000947	FVC 4/4/19		0.39
3079	010	0100	6116			2019	2019	7	4/8/2019	JVIA	JVIA0408190000000954	FVC 4/5-4/6/19		0.53
3079	010	0100	6116			2019	2019	7	4/9/2019	JVIA	JVIA0409190000000962	FVC 4/7-4/8/19		1.62
3079	010	0100	6116			2019	2019	7	4/10/2019	JVIA	JVIA0410190000000970	FVC 4/9/19		0.80
3079	010	0100	6116			2019	2019	7	4/11/2019	JVIA	JVIA0411190000000978	FVC 4/10/19		0.20
3079	010	0100	6116			2019	2019	7	4/12/2019	JVIA	JVIA0412190000000985	FVC 4/11/19		0.10
3079	010	0100	6116			2019	2019	7	4/15/2019	JVIA	JVIA0415190000000992	FVC 4/12-4/13/19		6.59
3079	010	0100	6116			2019	2019	7	4/16/2019	JVIA	JVIA0416190000001000	FVC 4/14-4/15/19		-0.98
3079	010	0100	6116			2019	2019	7	4/17/2019	JVIA	JVIA0417190000001008	FVC 4/16/19		0.28
3079	010	0100	6116			2019	2019	7	4/18/2019	JVIA	JVIA0418190000001016	FVC 4/17/19		0.20
3079	010	0100	6116			2019	2019	7	4/22/2019	JVIA	JVIA0422190000001023	FVC 4/18-4/21/19		-0.22
3079	010	0100	6116			2019	2019	7	4/23/2019	JVIA	JVIA0423190000001031	FVC 4/22/19		18.59

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3079 56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports Fac Proj
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value														
3079	010	0100	6116			2019	2019	7	4/24/2019	JVIA	JVIA0424190000001038	FVC 4/23/19		0.30
3079	010	0100	6116			2019	2019	7	4/25/2019	JVIA	JVIA0425190000001045	FVC 4/24/19		0.29
3079	010	0100	6116			2019	2019	7	4/26/2019	JVIA	JVIA0426190000001052	FVC 4/25/19		-0.02
3079	010	0100	6116			2019	2019	7	4/29/2019	JVIA	JVIA0429190000001059	FVC 4/26-4/28/19		1.06
3079	010	0100	6116			2019	2019	7	4/30/2019	JVIA	JVIA0430190000001067	FVC 4/29/19		1.03
3079	010	0100	6116			2019	2019	7	4/30/2019	JVIA	JVIA0430190000001072	FVC 4/29/19 APR PD		61.58
3079	010	0100	6116			2019	2019	8	5/1/2019	JVIA	JVIA0501190000001079	FVC 4/30/19		0.61
3079	010	0100	6116			2019	2019	8	5/2/2019	JVIA	JVIA0502190000001087	FVC 5/1/19		48.74
3079	010	0100	6116			2019	2019	8	5/3/2019	JVIA	JVIA0503190000001095	FVC 5/2/19		0.39
3079	010	0100	6116			2019	2019	8	5/6/2019	JVIA	JVIA0506190000001103	FVC 5/3-5/5/19		4.10
3079	010	0100	6116			2019	2019	8	5/7/2019	JVIA	JVIA0507190000001111	FVC 5/6/19		1.37
3079	010	0100	6116			2019	2019	8	5/8/2019	JVIA	JVIA0508190000001119	FVC 5/7/19		0.45
3079	010	0100	6116			2019	2019	8	5/9/2019	JVIA	JVIA0509190000001127	FVC 5/8/19		0.20
3079	010	0100	6116			2019	2019	8	5/10/2019	JVIA	JVIA0510190000001134	FVC 5/9/19		0.52
3079	010	0100	6116			2019	2019	8	5/13/2019	JVIA	JVIA0513190000001142	FVC 5/10-5/12/19		0.98
3079	010	0100	6116			2019	2019	8	5/14/2019	JVIA	JVIA0514190000001150	FVC 5/13/19		1.18
3079	010	0100	6116			2019	2019	8	5/15/2019	JVIA	JVIA0515190000001158	FVC 5/14/19		2.12
3079	010	0100	6116			2019	2019	8	5/16/2019	JVIA	JVIA0516190000001166	FVC 5/15/19		0.19
3079	010	0100	6116			2019	2019	8	5/17/2019	JVIA	JVIA0517190000001173	FVC 5/16/19		-1.50
3079	010	0100	6116			2019	2019	8	5/20/2019	JVIA	JVIA0520190000001181	FVC 5/17-5/18/19		0.54
3079	010	0100	6116			2019	2019	8	5/21/2019	JVIA	JVIA0521190000001189	FVC 5/19-5/20/19		0.90
3079	010	0100	6116			2019	2019	8	5/22/2019	JVIA	JVIA0522190000001197	FVC 5/21/19		0.26
3079	010	0100	6116			2019	2019	8	5/23/2019	JVIA	JVIA0523190000001205	FVC 5/22/19		0.20
3079	010	0100	6116			2019	2019	8	5/24/2019	JVIA	JVIA0524190000001213	FVC 5/23/19		0.26
3079	010	0100	6116			2019	2019	8	5/28/2019	JVIA	JVIA0528190000001221	FVC 5/24-5/26/19		1.00
3079	010	0100	6116			2019	2019	8	5/29/2019	JVIA	JVIA0529190000001229	FVC 5/27-5/28/19		0.66
3079	010	0100	6116			2019	2019	8	5/30/2019	JVIA	JVIA0530190000001237	FVC 5/29/19		0.30
3079	010	0100	6116			2019	2019	8	5/30/2019	JVIA	JVIA0530190000001241	FVC PAY DNS 5/29/19		63.87
3079	010	0100	6116			2019	2019	8	5/31/2019	JVIA	JVIA0531190000001249	FVC 5/31/19		0.32
3079	010	0100	6116			2019	2019	9	6/3/2019	JVIA	JVIA0603190000001257	FVC 5/31-6/1/19		0.27
3079	010	0100	6116			2019	2019	9	6/4/2019	JVIA	JVIA0604190000001265	FVC 6/2-6/3/19		42.60
3079	010	0100	6116			2019	2019	9	6/5/2019	JVIA	JVIA0605190000001273	FVC 6/4/19		-0.33
3079	010	0100	6116			2019	2019	9	6/6/2019	JVIA	JVIA0606190000001281	FVC 6/5/19		0.02
3079	010	0100	6116			2019	2019	9	6/10/2019	JVIA	JVIA0610190000001292	FVC 6/7-6/8/19		-0.23
3079	010	0100	6116			2019	2019	9	6/11/2019	JVIA	JVIA0611190000001300	FVC 6/9-6/10/19		1.02
3079	010	0100	6116			2019	2019	9	6/12/2019	JVIA	JVIA0612190000001308	FVC 6/11/19		0.62
3079	010	0100	6116			2019	2019	9	6/13/2019	JVIA	JVIA0613190000001316	FVC 6/12/19		0.04

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT
56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports Fac Proj
Interest Distribution Agency

Fund: 3079
Dept: 010

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Date	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value															
3079	010	0100	0100	6116		2019	2019	9	6/14/2019		JVIA	JVIA0614190000001324	FVC 6/13/19		-1,309.78
3079	010	0100	0100	6116		2019	2019	9	6/17/2019		JVIA	JVIA0617190000001327	FVC - 6/14 - 6/16		-60.11
3079	010	0100	0100	6116		2019	2019	9	6/18/2019		JVIA	JVIA0618190000001335	FVC - 6/17		2.78
3079	010	0100	0100	6116		2019	2019	9	6/19/2019		JVIA	JVIA0619190000001343	FVC - 6/18		-0.96
3079	010	0100	0100	6116		2019	2019	9	6/20/2019		JVIA	JVIA0620190000001351	FVC - 6/19		1.24
3079	010	0100	0100	6116		2019	2019	9	6/21/2019		JVIA	JVIA0621190000001359	FVC - 6/20		0.74
3079	010	0100	0100	6116		2019	2019	9	6/24/2019		JVIA	JVIA0624190000001371	FVC 6/21/19		1.81
3079	010	0100	0100	6116		2019	2019	9	6/25/2019		JVIA	JVIA0625190000001379	FVC 6/22-6/24/19		0.85
3079	010	0100	0100	6116		2019	2019	9	6/26/2019		JVIA	JVIA0626190000001387	FVC 6/25/19		0.95
3079	010	0100	0100	6116		2019	2019	9	6/27/2019		JVIA	JVIA0627190000001395	FVC 6/26/19		0.59
3079	010	0100	0100	6116		2019	2019	9	6/28/2019		JVIA	JVIA0628190000001399	FVC 6/27/19		1.22
3079	010	0100	0100	6116		2019	2019	9	6/28/2019		JVIA	JVIA0628190000001411	FVC PD JUNE 2019		-0.76
3079	010	0100	0100	6116		2019	2019	10	7/1/2019		JVIA	JVIA0701190000001419	FVC 6/28-6/29/19		1.48
3079	010	0100	0100	6116		2019	2019	10	7/2/2019		JVIA	JVIA0702190000001427	FVC 6/30-7/1/19		18.78
3079	010	0100	0100	6116		2019	2019	10	7/3/2019		JVIA	JVIA0703190000001435	FVC 7/2/19		0.93
3079	010	0100	0100	6116		2019	2019	10	7/5/2019		JVIA	JVIA0705190000001443	FVC 7/3/19		1.17
3079	010	0100	0100	6116		2019	2019	10	7/8/2019		JVIA	JVIA0708190000001451	FVC 7/4-7/6/19		9.15
3079	010	0100	0100	6116		2019	2019	10	7/9/2019		JVIA	JVIA0709190000001459	FVC 7/7-7/8/19		3.57
3079	010	0100	0100	6116		2019	2019	10	7/10/2019		JVIA	JVIA0710190000001467	FVC 7/9/19		0.58
3079	010	0100	0100	6116		2019	2019	10	7/11/2019		JVIA	JVIA0711190000001475	FVC 7/10/19		0.51
3079	010	0100	0100	6116		2019	2019	10	7/12/2019		JVIA	JVIA0712190000001483	FVC 7/11/19		6.96
3079	010	0100	0100	6116		2019	2019	10	7/15/2019		JVIA	JVIA0715190000001491	FVC 7/12-7/13/19		1.94
3079	010	0100	0100	6116		2019	2019	10	7/16/2019		JVIA	JVIA0716190000001499	FVC 7/14-7/15/19		13.69
3079	010	0100	0100	6116		2019	2019	10	7/17/2019		JVIA	JVIA0717190000001507	FVC 7/16/19		1.43
3079	010	0100	0100	6116		2019	2019	10	7/18/2019		JVIA	JVIA0718190000001515	FVC 7/17/19		1.29
3079	010	0100	0100	6116		2019	2019	10	7/19/2019		JVIA	JVIA0719190000001523	FVC 7/19-7/20/19		0.22
3079	010	0100	0100	6116		2019	2019	10	7/22/2019		JVIA	JVIA0722190000001530	FVC 7/21-7/22/19		1.69
3079	010	0100	0100	6116		2019	2019	10	7/23/2019		JVIA	JVIA0723190000001538	FVC 7/23/19		2.46
3079	010	0100	0100	6116		2019	2019	10	7/24/2019		JVIA	JVIA0724190000001546	FVC 7/23/19		0.54
3079	010	0100	0100	6116		2019	2019	10	7/25/2019		JVIA	JVIA0725190000001554	FVC 7/24/19		1.01
3079	010	0100	0100	6116		2019	2019	10	7/26/2019		JVIA	JVIA0726190000001562	FVC 7/25/19		0.73
3079	010	0100	0100	6116		2019	2019	10	7/29/2019		JVIA	JVIA0729190000001570	FVC 7/26-7/27/19		2.04
3079	010	0100	0100	6116		2019	2019	10	7/30/2019		JVIA	JVIA0730190000001582	FVC PD 7/29/19		17.19
3079	010	0100	0100	6116		2019	2019	10	7/30/2019		JVIA	JVIA0730190000001578	FVC 7/28-7/29/19		2.48
3079	010	0100	0100	6116		2019	2019	10	7/31/2019		JVIA	JVIA0731190000001594	FVC 7/30/19		0.64
3079	010	0100	0100	6116		2019	2019	11	8/1/2019		JVIA	JVIA0801190000001602	FVC 7/31/19		0.48
3079	010	0100	0100	6116		2019	2019	11	8/2/2019		JVIA	JVIA0802190000001610	FVC 8/1/19		29.90
3079	010	0100	0100	6116		2019	2019	11	8/5/2019		JVIA	JVIA0805190000001618	FVC 8/2-8/4/19		2.33

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 3079 56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports Fac Proj
Dept: 010 Interest Distribution Agency

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Date	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
Revenue Source 6116 Change In Fair Value															
3079	010	0100	6116	2019	11	8/6/2019	JVIA	JVIA0806190000001626	FVC 8/5/19						-168.69
3079	010	0100	6116	2019	11	8/8/2019	JVIA	JVIA0808190000001639	FVC 8/7/19						2.75
3079	010	0100	6116	2019	11	8/9/2019	JVIA	JVIA0809190000001647	FVC 8/8/19						2.27
3079	010	0100	6116	2019	11	8/12/2019	JVIA	JVIA0812190000001655	FVC 8/9-8/10/19						-22.12
3079	010	0100	6116	2019	11	8/13/2019	JVIA	JVIA0813190000001663	FVC 8/11-8/12/19						7.29
3079	010	0100	6116	2019	11	8/15/2019	JVIA	JVIA0815190000001671	FVC 8/13-8/14/19						57.91
3079	010	0100	6116	2019	11	8/16/2019	JVIA	JVIA0816190000001679	FVC 8/15/19						2.21
3079	010	0100	6116	2019	11	8/19/2019	JVIA	JVIA0819190000001686	FVC 8/16-8/17/19						-0.01
3079	010	0100	6116	2019	11	8/20/2019	JVIA	JVIA0820190000001693	FVC 8/18-8/19/19						7.43
3079	010	0100	6116	2019	11	8/21/2019	JVIA	JVIA0821190000001701	FVC 8/20/19						2.42
3079	010	0100	6116	2019	11	8/22/2019	JVIA	JVIA0822190000001709	FVC 8/21/19						2.50
3079	010	0100	6116	2019	11	8/23/2019	JVIA	JVIA0823190000001717	FVC 8/22/19						2.81
3079	010	0100	6116	2019	11	8/26/2019	JVIA	JVIA0826190000001725	FVC 8/23-8/25/19						3.99
3079	010	0100	6116	2019	11	8/27/2019	JVIA	JVIA0827190000001733	FVC 8/26/19						7.27
3079	010	0100	6116	2019	11	8/28/2019	JVIA	JVIA0828190000001745	FVC AUG PD 8/27/19						-6.65
3079	010	0100	6116	2019	11	8/28/2019	JVIA	JVIA0828190000001741	FVC 8/27/19						2.45
3079	010	0100	6116	2019	11	8/29/2019	JVIA	JVIA0829190000001757	FVC 8/28/19						2.31
3079	010	0100	6116	2019	11	8/30/2019	JVIA	JVIA0830190000001765	FVC 8/29/19						2.67
3079	010	0100	6116	2019	12	9/5/2019	JVIA	JVIA0905190000001773	FVC 8/30-9/5/19						-15.99
3079	010	0100	6116	2019	12	9/6/2019	JVIA	JVIA0906190000001781	FVC 9/5/19						2.64
3079	010	0100	6116	2019	12	9/9/2019	JVIA	JVIA0909190000001789	FVC 9/6-9/8/19						7.35
3079	010	0100	6116	2019	12	9/10/2019	JVIA	JVIA0910190000001797	FVC 9/9/19						7.58
3079	010	0100	6116	2019	12	9/11/2019	JVIA	JVIA0911190000001805	FVC 9/10/19						2.77
3079	010	0100	6116	2019	12	9/12/2019	JVIA	JVIA0912190000001813	FVC 9/11/19						2.18
3079	010	0100	6116	2019	12	9/13/2019	JVIA	JVIA0913190000001821	FVC 9/12/19						2.47
3079	010	0100	6116	2019	12	9/16/2019	JVIA	JVIA0916190000001829	FVC 9/13-9/15/19						4.58
3079	010	0100	6116	2019	12	9/17/2019	JVIA	JVIA0917190000001837	FVC 9/16/19						65.06
3079	010	0100	6116	2019	12	9/18/2019	JVIA	JVIA0918190000001845	FVC 9/17/19						2.15
3079	010	0100	6116	2019	12	9/19/2019	JVIA	JVIA0919190000001853	FVC 9/18/19						2.85
3079	010	0100	6116	2019	12	9/20/2019	JVIA	JVIA0920190000001861	FVC 9/19/19						2.27
3079	010	0100	6116	2019	12	9/23/2019	JVIA	JVIA0923190000001869	FVC 9/20-9/23/19						380.06
3079	010	0100	6116	2019	12	9/24/2019	JVIA	JVIA0924190000001877	FVC 9/23/19						12.15
3079	010	0100	6116	2019	12	9/26/2019	JVIA	JVIA0926190000001885	FVC 9/24/19						-29.76
3079	010	0100	6116	2019	12	9/26/2019	JVIA	JVIA0926190000001897	FVC 9/25/19						3.89
3079	010	0100	6116	2019	12	9/26/2019	JVIA	JVIA0926190000001893	FVC 9/25/19 PAYDNS						8.70
3079	010	0100	6116	2019	12	9/27/2019	JVIA	JVIA0927190000001905	FVC 9/26/19						4.08
3079	010	0100	6116	2019	12	9/30/2019	JVIA	JVIA0930190000001917	FVC 9/27-9/30						181.63

PALM BEACH COUNTY, FLORIDA
YTD DETAILED REVENUES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT
Fund: 3079 56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports Fac Proj
Dept: 411 Facilities Dev & Ops Capital

Fund	Dept	Unit	Sub Unit	Rev. Mjr	Program	Grant Year	Fiscal Year	Fiscal Month	Doc Date	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Code	Amount
3079	411	B590	6930	411	B590	CIP	2019	1	10/9/2018	JVA	10051800000000000074		To clear BSA 2015; ck #3057808 not needed		-1,225.98
Report Grand Total															
-58,733.30															

**Expense Summary as of 7/15/2020
Fiscal Year 2019**

<u>FY</u>	<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2019	2079	810	7206	8107206DA	7201 Interest-Bonds	2,832,250.00	2,832,250.00	0.00	0.00	0.00	2,832,250.00	0.00
2019	2079	810	7206	8107206DA	7304 Paying Agent Services	1,500.00	1,500.00	0.00	0.00	0.00	750.00	750.00
					Debt Service	2,833,750.00	2,833,750.00	0.00	0.00	0.00	2,833,000.00	750.00
					Total for Unit: 7206 Debt Service - Fund 2079	2,833,750.00	2,833,750.00	0.00	0.00	0.00	2,833,000.00	750.00
					Fund 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports	2,833,750.00	2,833,750.00	0.00	0.00	0.00	2,833,000.00	750.00
					Fac Proj							
					Grand Total	2,833,750.00	2,833,750.00	0.00	0.00	0.00	2,833,000.00	750.00

{BUD_STRU_29_LVL_2.BFY} = 2019.00 and
{BUD_STRU_29_LVL_2.FUND_CD} = "2079"

PALM BEACH COUNTY, FLORIDA
YTD DETAILED EXPENDITURES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports Fac Proj
Dept: 810 Debt Service

Fund	Dept	Unit	Sub Object	Fiscal Year	Fiscal Month	Doc Rec'd	Vendor	Line Description	Amount
2079	810	7206	7201	2019	2	11/30/2018	THE BANK OF NEW YORK TRUST CO	INTEREST PAYMENT	1,416,125.00
								Fiscal Month 2	1,416,125.00
2079	810	7206	7201	2019	8	5/31/2019	THE BANK OF NEW YORK TRUST CO	INTEREST PAYMENT	1,416,125.00
								Fiscal Month 8	1,416,125.00
2079	810	7206	7304	2019	4	1/15/2019	THE BANK OF NEW YORK MELLON TRUST CC	Total for Object 7201 Interest-Bonds R2015-0043, Paying Agent Fee; 12/9/18-12/8/19, Pro Sports Facility Tax Exempt Series 2015D	2,832,250.00 750.00
2079	810	7206	7304	2019	4	1/15/2019	THE BANK OF NEW YORK MELLON TRUST CC	R2015-0043, Paying Agent Fee; 12/9/18-12/8/19, Pro Sports Facility Tax Exempt Series 2015D	750.00
2079	810	7206	7304	2019	4	1/15/2019	THE BANK OF NEW YORK MELLON TRUST CC	R2015-0043, Paying Agent Fee; 12/9/18-12/8/19, Pro Sports Facility Tax Exempt Series 2015D	-750.00
								Fiscal Month 4	750.00
								Total for Object 7304 Paying Agent Services	750.00
								Unit 7206 Debt Service - Fund 2079	2,833,000.00
								Report Grand Total	2,833,000.00

**Expense Summary as of 7/15/2020
Fiscal Year 2019**

<u>FY</u>	<u>Fund</u>	<u>Dept Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2019	2078	810	7205	8107205DA	7101	Principal Payment Bonds	2,495,000.00	0.00	0.00	2,495,000.00	0.00
2019	2078	810	7205	8107205DA	7201	Interest-Bonds	2,519,228.00	0.00	0.00	2,519,227.88	0.12
2019	2078	810	7205	8107205DA	7304	Paying Agent Services	1,906.00	0.00	0.00	750.00	1,156.00
						Debt Service	5,016,134.00	0.00	0.00	5,014,977.88	1,156.12
						Total for Unit: 7205 Debt Service - Fund 2078	5,016,134.00	0.00	0.00	5,014,977.88	1,156.12
Fund	2078	65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof Sports Fac Pr			5,016,134.00	5,016,134.00	5,016,134.00	0.00	0.00	5,014,977.88	1,156.12
					Grand Total	5,016,134.00	5,016,134.00	0.00	0.00	5,014,977.88	1,156.12

{BUD_STRU_29_LVL_2.BFY} = 2019.00 and
{BUD_STRU_29_LVL_2.FUND_CD} = "2078"

PALM BEACH COUNTY, FLORIDA
YTD DETAILED EXPENDITURES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT
Fac Pt

Fund: 2078 65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof Sports
Dept: 810 Debt Service

Fund	Dept	Unit	Sub Object	Fiscal Year	Fiscal Month	Fiscal Doc Rec'd	Vendor	Line Description	Amount
2078	810	7205	7101	2019	2	11/30/2018	THE BANK OF NEW YORK TRUST CO	PRINCIPAL PAYMENT Fiscal Month 2	2,495,000.00 2,495,000.00
2078	810	7205	7201	2019	2	11/30/2018	THE BANK OF NEW YORK TRUST CO	Total for Object 7101 Principal Payment Bonds INTEREST PAYMENT	2,495,000.00 1,270,448.48
2078	810	7205	7201	2019	8	5/31/2019	THE BANK OF NEW YORK TRUST CO	INTEREST PAYMENT Fiscal Month 2	1,270,448.48 1,248,779.40
2078	810	7205	7304	2019	3	12/14/2018	THE BANK OF NEW YORK MELLON TRUST CC	INTEREST PAYMENT Fiscal Month 8	1,248,779.40 1,248,779.40
2078	810	7205	7304	2019	3	12/14/2018	THE BANK OF NEW YORK MELLON TRUST CC	Total for Object 7201 Interest-Bonds R2015-0043; Paying Agent Fee, 11/24/18-11/23/19; Pro Sports Facility Project Taxable Series 2015C	2,519,227.88 750.00
2078	810	7205	7304	2019	3	12/14/2018	THE BANK OF NEW YORK MELLON TRUST CC	R2015-0043; Paying Agent Fee, 11/24/18-11/23/19; Pro Sports Facility Project Taxable Series 2015C	-750.00
2078	810	7205	7304	2019	3	12/14/2018	THE BANK OF NEW YORK MELLON TRUST CC	R2015-0043; Paying Agent Fee, 11/24/18-11/23/19; Pro Sports Facility Project Taxable Series 2015C	750.00
Total for Object 7304 Paying Agent Services Fiscal Month 3									750.00
Total for Object 7205 Debt Service - Fund 2078									5,014,977.88
Report Grand Total									5,014,977.88

**Expense Summary as of 7/15/2020
Fiscal Year 2019**

<u>FY</u>	<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2019	3078	411	9900	4119900NG	9907 Res-Future Cnstruction	803,848.00	811,211.00	811,211.00	0.00	0.00	0.00	811,211.00
					Non Operating	803,848.00	811,211.00	811,211.00	0.00	0.00	0.00	811,211.00
				9900 Reserves		803,848.00	811,211.00	811,211.00	0.00	0.00	0.00	811,211.00
2019	3078	411	B590	411B590CB	6502 Building Construction - Cip	1,408,897.00	1,378,736.00	1,378,736.00	0.00	0.00	0.00	1,378,736.00
					Capital	1,408,897.00	1,378,736.00	1,378,736.00	0.00	0.00	0.00	1,378,736.00
				B590 New Stadium		1,408,897.00	1,378,736.00	1,378,736.00	0.00	0.00	0.00	1,378,736.00
	Fund	3078	65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof			2,212,745.00	2,189,947.00	2,189,947.00	0.00	0.00	0.00	2,189,947.00
			Sports Fac Pr			2,212,745.00	2,189,947.00	2,189,947.00	0.00	0.00	0.00	2,189,947.00
					Grand Total							

{BUD_STRU_29_LVL_2.BFY} = 2019.00 and
{BUD_STRU_29_LVL_2.FUND_CD} = "3078"

**Expense Summary as of 7/15/2020
Fiscal Year 2019**

<u>FY</u>	<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2019	3079	411	9900	4119900NH	9907 Res-Future Cnstruction	591,297.00	596,530.00	596,530.00	0.00	0.00	0.00	596,530.00
				9900 Reserves	Non Operating	591,297.00	596,530.00	596,530.00	0.00	0.00	0.00	596,530.00
				Total for Unit:		591,297.00	596,530.00	596,530.00	0.00	0.00	0.00	596,530.00
2019	3079	411	B590	411B590CC	6502 Building Construction - Cip	2,955,598.00	1,489,549.00	1,489,549.00	0.00	0.00	0.00	1,489,549.00
				B590 New Stadium	Capital	2,955,598.00	1,489,549.00	1,489,549.00	0.00	0.00	0.00	1,489,549.00
				Total for Unit:		2,955,598.00	1,489,549.00	1,489,549.00	0.00	0.00	0.00	1,489,549.00
Fund	3079	56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports				3,546,895.00	2,086,079.00	2,086,079.00	0.00	0.00	0.00	2,086,079.00
Fac Proj						3,546,895.00	2,086,079.00	2,086,079.00	0.00	0.00	0.00	2,086,079.00
					Grand Total	3,546,895.00	2,086,079.00	2,086,079.00	0.00	0.00	0.00	2,086,079.00

{BUD_STRU_29_LVL_2.BFY} = 2019.00 and
{BUD_STRU_29_LVL_2.FUND_CD} = "3079"

First Restated Sports Facility Use Agreement and the First Restated Developer Agreement between Palm Beach County and its Spring Training Franchises

provisions entitling the County to waive its rights of recovery against any person or entity before loss.

12.2.5 The LLC shall require the Consultant(s) and the Contractor to maintain insurance and bonds as required in the Consultant Contract(s) and the Construction Contract, respectively.

12.2.6 It shall be the responsibility of the LLC to provide initial evidence of the minimum amounts of insurance coverage at the time of Agreement execution to:

Palm Beach County c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801
pbc@instracking.com or Fax: (562) 435-2999

and

Palm Beach County
c/o Capital Improvements Division, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5604.

12.2.7 Subsequently, the LLC shall, during the term of the Agreement, and prior to each renewal thereof, provide such evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

12.2.8 Within five (5) Business Days of the County's written request to do so, the LLC shall deliver to the County via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect.

12.2.9 The County's Risk Management Department, shall have the right, but not the obligation, to review, reject or accept insurance policies, limits, coverages and endorsements for compliance with the terms of this Article 12 throughout the Term of this Agreement. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition (it being understood and agreed that an A.M. Best rating of A- and Class VII or better is acceptable) or by way of illegal operation, in the County's reasonable discretion. The County shall provide the LLC written notice of such action and the LLC shall agree to cure or comply with such action within thirty (30) days receipt thereof.

12.3 Indemnification

12.3.1 For purposes of this Section 12.3 only the "County Indemnified Parties" means the County, including each of its respective agents, employees and elected officials.

12.3.2 Indemnification by LLC.

12.3.2.1 The LLC agrees to protect, defend, reimburse, indemnify and hold County Indemnified Parties free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney's fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, for any damage to property or the environment, economic losses, or bodily injury (including death) incurred or sustained by any Person, arising out of, or in incident to, or in connection with; (i) the Services performed pursuant to this Agreement, (ii) the use of the Site, including but not limited to, the driveways, sidewalks, walkways, entrances and exits from the Site, (iii) any act or omission of the LLC Parties, and/or (iv) the LLC's performance, non-performance or purported performance under this Agreement.

12.3.2.2 The LLC further agrees to hold harmless and indemnify County for fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from LLC Parties' activities pursuant to this Agreement, whether or not LLC was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving the LLC Parties' activities.

12.3.2.3 In case County shall be made a party to any litigation commenced against the LLC Parties or by the LLC Parties against any third party related to the LLC Parties activities or obligations pursuant to this Agreement, then LLC shall protect and hold harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof.

12.3.2.4 The foregoing indemnification shall not apply to the extent any claims, liability, expenses, loses, fines and damages arises from the negligent or willful acts of the County Indemnified Parties.

ARTICLE 13 LIMITATION OF REMEDIES

13.1 The County knowingly, voluntarily and intentionally waives any right or recourse to seek recovery from the LLC, its Affiliates, members, officers, directors, employees, agents, servants and representatives of any and all of the foregoing, for any damages attributable to any Consultant, Contractor, or Subcontractor, respectively, as set forth in Section 13.1.1 and Section 13.1.2, provided the LLC fulfills its obligations in good faith and seeks recovery on behalf of County as set forth herein, provided, however, the foregoing shall not limit the LLC's obligations to pay for Cost Overruns as provided in Section 8.3 hereof. Notwithstanding the prior sentence, and for the avoidance of confusion, nothing herein shall be interpreted as precluding the County from exercising any rights it may have under the Guaranties set forth in Exhibits I-1 and I-2 hereto.

13.1.1 In the event that the LLC requires the Contractor to perform any obligation under the Construction Contract, and the Contractor fails to do so, or performs in a deficient or nonconforming manner, the LLC shall issue notice to the Contractor, requiring the Contractor to perform, correct or replace the Work, or the applicable portion thereof, in accordance with the

Construction Contract. In the event that the LLC requires a Consultant to perform any obligation under a Consultant Contract and the Consultant fails to do so, or prepares instruments of service in a deficient manner, the LLC shall issue notice to such Consultant, requiring such Consultant to perform in accordance with the Consultant Contract, or to correct the deficiencies in its instruments of service, whichever is appropriate.

13.1.2 Notwithstanding any other provision of this Agreement to the contrary, the LLC hereby agrees to seek recovery: (i) directly from a Consultant, its surety or insurers, for any damages that the LLC, Teams and/or County may incur as a result of such Consultant's failure to perform in accordance with the Consultant Contract, or the Consultant's deficient or nonconforming performance under the Consultant Contract, as the case may be, or as a result of such Consultant's negligence; or (ii) directly from the Contractor, its surety and insurers, for any damages that the County, Teams and/or the LLC may incur as a result of the Contractor's failure to perform in accordance with the Construction Contract, or the Contractor's deficient or nonconforming performance under the Construction Contract, as the case may be, or as a result of such Contractor's negligence.

13.1.3 In performing its obligations under Sections 13.1.1 and 13.1.2 hereof, the LLC shall have the right to consult with the County to seek a waiver of the obligation to bring an action, which may be granted or denied in the County's sole discretion, and to the extent the County provides a written waiver of such requirement, the LLC is not required to bring such action.

13.2 The LLC knowingly, voluntarily and intentionally waives any right or recourse to seek recovery from the County for any damages attributable to any Consultant, Contractor, or Subcontractor, respectively, as set forth in Section 13.1.1 and Section 13.1.2 herein.

13.3 The LLC knowingly, voluntarily and intentionally waives any right or recourse to seek recovery from the County for any damages caused by, or resulting from, delays in the Program unless such delays are directly attributable to the County's negligent or willful nonperformance of a material term of this Agreement; provided, however, the foregoing shall not limit the County's obligations to pay for Cost Overruns as provided in Section 8.3 hereof.

13.4 Notwithstanding anything contained herein, the County may, at its sole option, pursue recovery against a Consultant and/or Contractor as set forth in Section 13.1.1 or 13.1.2 for County damages, in collaboration with, or in place of, the LLC. Additionally, in the event that the LLC is in default of any of its obligations under this Agreement, the County may pursue any and all remedies that it may have against the LLC, available at law and in equity, subject to the requirements of Article 14 of this Agreement. Notwithstanding the above, it is acknowledged by the County, however, that except for those provisions intended to survive the termination of this Agreement as set forth in Section 10.4 hereof, such liability to the County shall cease at the same time as the Contractor's liability to the LLC ceases pursuant to the Construction Contract.

13.5 All parties hereto recognize that the LLC is a limited liability company whose sole managers as of the Effective Date are Arthur Fuccillo and Giles Kibbe. All parties hereto agree that no present or future manager or member of this LLC shall have any liability or obligation

whatsoever directly or indirectly, personal or otherwise, under this Agreement (other than pursuant to the Guaranties attached hereto as Exhibits I-1 and I-2) under any legal or equitable theory. All parties further agree that no present or future manager or member shall directly or indirectly have any liability or obligation under any related agreement or agreement entered into in connection herewith, nor under any related understanding or undertaking, except if and to the extent such manager or member shall have executed an agreement expressly agreeing to such liability. No party to this Agreement shall name or serve any manager or member in any proceeding, suit or claim in violation of this paragraph. This paragraph shall not preclude any claim against the LLC as a limited liability company, nor shall this paragraph preclude any claim brought to enforce the provision of the Guaranties.

ARTICLE 14 **DISPUTE RESOLUTION; DEFAULT**

14.1 Dispute Resolution

The LLC and the County agree to make every reasonable effort to resolve any dispute under this Agreement prior to either party's proceeding to file suit due to a default by the other party. Accordingly, in the event of a dispute related to the performance of either the LLC or the County under this Agreement, the LLC and the County agree not to file a lawsuit until they have engaged in an expedited dispute resolution process including mediation, the parameters of which are to be agreed upon by the parties. The process is initiated by delivery of written notice to the other party, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The initial mediation sessions shall be within thirty (30) days from the initiating notice. The parties agree to share equally in the costs and expenses of the mediation and to each bear their own attorneys' fees and costs. This Section 14.1 shall not apply to the termination of this Agreement by a party for a reason other than a default by the other party.

14.2 LLC's Default

14.2.1 The LLC shall be in default upon:

- A.** The filing by the LLC of a petition commencing a voluntary proceeding under the Federal Bankruptcy Code or any other federal, state or local law or statute pertaining to bankruptcy or insolvency; a general assignment by the LLC for the benefit of creditors; an admission in writing by the LLC of its inability to pay debts as they become due; the filing by the LLC of any petition or answer in any proceeding seeking for itself, or consenting to, or acquiescing in any insolvency, receivership or similar relief under any laws pertaining to bankruptcy or insolvency, or the filing by the LLC of an answer or other pleading admitting or failing to deny, or to contest, the material allegations of a petition filed against it in any such proceeding; the seeking or consenting to, or acquiescence by the LLC in the appointment of any custodian, trustee, receiver or liquidator of it, or any part of its property; and the commencement against the LLC of any involuntary proceeding under the Federal Bankruptcy Code, or a

proceeding under any law or statute pertaining to insolvency, which case or proceeding is not dismissed or vacated within Ninety (90) Days; or

- B. The failure of the LLC to transmit amounts due to any Contractor or any Consultant under any Consultant Contract or any Construction Contract, after receipt of Actual Costs from County, unless the monies due represent a Cost Overrun attributable to the LLC as provided in Section 8.3, as and when due under this Agreement, provided that the County has provided to the LLC written notice of such failure, and such failure continues for fifteen (15) Days after the receipt by the LLC of such written notice; or
- C. The failure of the LLC in the performance of any material obligations under this Agreement, provided that the County has provided the LLC with written notice of such failure, specifying with detail, the nature of such failure, and such failure is not cured within thirty (30) Days following the receipt by the LLC of such written notice from the County, or, provided that such failure cannot be cured within such thirty (30)-Day period, if the LLC does not commence to cure such failure within such thirty (30)-Day period and thereafter diligently pursue the cure of such failure.

14.3 County's Default

14.3.1 The County shall be in default upon:

- A. The failure of the County to pay the LLC amounts due to the LLC under this Agreement, as and when due, provided that the LLC has provided to the County written notice of such failure, and such failure continues for fifteen (15) Days after the receipt by the County of such written notice; or
- B. The failure of the County in the performance of any material obligations under this Agreement, provided that the LLC has provided the County with written notice of such failure, specifying with detail, the nature of such failure, and such failure is not cured within thirty (30) Days, following the receipt by the County of such written notice from the LLC, or, provided that such failure cannot be cured within such thirty (30)-Day period, if the County does not commence to cure such failure within such thirty (30)-Day period and thereafter diligently pursue the cure of such failure.

14.4 LLC Remedies

Upon a default by the County, the LLC shall have the right to: (1) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's best efforts, including bringing suit, to remedy such default; and/or (2) seek dispute resolution pursuant to Section 14.1 herein to resolve said dispute; and/or (3) subject to the requirements of Section 14.1, seek specific performance of the terms of this Agreement. In the event the LLC is

unable to obtain specific performance of this Agreement for any reason, the LLC shall have such other remedies as available by law or in equity as a result of such default.

14.5 County Remedies

Upon a default by LLC, County shall have the right to: (1) grant the LLC a reasonable period of time within which to cure such default during which time the LLC shall utilize the LLC's best efforts, including bringing suit, to remedy such default; and/or (2) seek dispute resolution pursuant to Section 14.1 herein to resolve said dispute; and/or (3) subject to the requirements of Section 14.1, seek specific performance of the terms of this Agreement. In the event County is unable to obtain specific performance of this Agreement for any reason, County shall have the rights to terminate this Agreement and the Sports Facility Use Agreement and to seek recovery pursuant to the Guaranty of each Team as provided in Article 11 and shall have such other remedies as available by law or in equity as a result of such default.

14.6 Florida Statute §288.11631

Notwithstanding anything herein to the contrary, the LLC shall comply with and remit any payments required under Section 288.11631, Florida Statutes.

ARTICLE 15 LIMITATIONS OF LIABILITY

15.1 Consequential Damages

- A.** The County hereby knowingly, voluntarily and intentionally waives any claims against the LLC Parties for any incidental, special, punitive, indirect, or consequential loss or damage, under contract, or in tort (including negligence, fault and strict liability), warranty, or any other theory of law or equity of any nature arising, at any time, however the same may be caused, including the fault or negligence of the LLC Parties.
- B.** The LLC knowingly, voluntarily and intentionally waives, and will cause the LLC Parties to waive, any claims against the County for any incidental, special, punitive, indirect, or consequential loss or damage, under contract, or in tort (including negligence, fault and strict liability), warranty, or any other theory of law or equity of any nature arising, at any time, however the same may be caused, including the fault or negligence of the County. In the event the LLC Parties do not waive any claims against the County as required in this paragraph, the LLC agrees to indemnify, defend, and save harmless the County from all such claims made by the LLC Parties against the County, including reasonable attorneys' fees and costs.

ARTICLE 16
COUNTY'S AND LLC'S REPRESENTATIONS

16.1 LLC Representations

The LLC represents and warrants to the County that, as of the date of this Agreement:

- A. **Corporate Standing.** The LLC is a duly organized limited liability company, validly existing and in good standing under the laws of the State of Florida, is qualified to do business in the State of Florida and that the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action and will not violate any material provision of any Public Laws, or violate any material provisions of the LLC's Articles of Organization or any other agreement or instrument to which it is a party or by which it or its property may be bound or affected.
- B. **No Violation of Law.** The LLC is not in violation of any applicable Public Laws, which violations, individually or in the aggregate, could adversely affect its ability to perform its obligations under this Agreement.
- C. **Consents.** To its knowledge and except as provided in Article 17 of this Agreement, neither the execution and delivery by the LLC of this Agreement nor the consummation of any of the transactions by the LLC that may be contemplated hereby requires the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any regulatory authority or agency.
- D. **Execution and Delivery.** This Agreement has been duly executed and delivered by the LLC and constitutes the legal, valid and binding obligation of the LLC enforceable in accordance with the terms hereof.
- E. **Litigation.** The LLC is not a party to any legal, administrative, arbitration, investigative (to the best of its knowledge) or other proceeding or controversy pending or, to the best of its knowledge, threatened, which could have a material adverse effect on its business, operations, condition (financial or otherwise) or its ability to perform under this Agreement.

16.2 The LLC further agrees that it will notify the County immediately if at any time prior to completion of the Services under this Agreement any of the foregoing representations ceases to be accurate and complete in any material respect.

16.3 The County represents and warrants to the LLC that, as of the date of this Agreement, the County is a duly organized and validly existing political subdivision of the State of Florida; that this Agreement has been authorized by all necessary bodies and parties required for its execution, is validly executed by the County, and is binding upon and enforceable against the County in accordance with its terms.

ARTICLE 17
CONDITIONS PRECEDENT TO ISSUANCE OF COUNTY BONDS

17.1 The obligation of the County to issue County Bonds is expressly subject to each of the following conditions precedent having been satisfied:

- A.** The full execution and effectiveness of the Operative Agreements, including, specifically, the effectiveness of the Interlocal Agreement without the need for a referendum pursuant to Section 2-31(27)(f) of the City Code of Ordinances. For clarity, in the event a referendum is required and the referendum passes, then the condition precedent set forth in Section 17.1(A) will remain unsatisfied. If a referendum is required and fails, then said condition precedent shall be deemed satisfied as long as said referendum occurs within the timeframe set forth herein or any extension agreed to by the parties;
- B.** The County's receipt of the Funding Certification Letter;
- C.** Satisfactory completion of all due diligence requirements for the proposed Facility, and having obtained approval or conditional permits and approvals, or both parties having agreed that permits and approvals will be obtained as required for the development and construction; and
- D.** The approval of this Agreement by Major League Baseball, if required.

17.2 In the event the conditions precedent of Section 17.1 (A), (C) and/or (D) are not either satisfied or waived by March 1, 2016, and such failure of condition precedent is not the result of the County's failure to act consistently with the Operative Agreements, then either party may terminate this Agreement by written notice to the other party, and the LLC shall reimburse the County one hundred percent (100%) of the Actual Costs paid to the LLC pursuant to the Developer Agreement and the Due Diligence and Planning Services Agreement to the date of termination.

17.3 In the event the conditions precedent of Section 17.1 (B) is not satisfied or waived by March 1, 2016, and such failure of condition precedent is not the result of the LLC's or the County's failure to act consistently with the Operative Agreements, then either party may terminate this Agreement by written notice to the other party, and the LLC will pay to County fifty percent (50%) of the Actual Costs paid by County to the LLC pursuant to the Developer Agreement and the Due Diligence and Planning Services Agreement, to the date of termination.

17.4 The parties may agree to an additional amount of time for compliance with Conditions Precedent.

17.5 Neither party may terminate pursuant to Section 17.1(A) without first discussing with the other party the option of extending the time to allow for the full execution and effectiveness of the Operative Agreements, including the option of extending the March 1, 2016 date to a date after the referendum required pursuant to Section 2-31(27)(f) of the City Code of Ordinances.

ARTICLE 18
ASSIGNMENT

This Agreement is for the professional services of the LLC and may not be assigned by the LLC without the prior written consent of the County, which consent may not be unreasonably withheld, conditioned or delayed, unless the proposed assignee cannot reasonably demonstrate to the County that it can perform the obligations of the LLC under this Agreement, in which case the consent of the County may be withheld in the County's sole discretion; provided however, the LLC shall have the right to assign this Agreement to an Affiliate of the LLC upon prior written notice to the County, provided that such assignment shall be subject to all of the terms and conditions of this Agreement. The County shall not be entitled to assign this Agreement without the consent of the LLC. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

ARTICLE 19
MISCELLANEOUS PROVISIONS

19.1 Public Entity Crimes

As provided in Sections 287.132 and 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the LLC certifies that it, and to the best of its knowledge, information and belief, its Affiliates, suppliers, Subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Subsection 287.133(3)(a), Florida Statutes. The LLC will contractually obligate the Contractor to submit to the LLC, and to cause its Subcontractors and consultants to submit to the LLC, the certification set forth in this Section 19.1, with respect to such Subcontractors and Consultants.

19.2 Contingent Fees

The LLC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the LLC to solicit or secure this Agreement and that it has not paid or agreed to pay any Person other than a bona fide employee working solely for the LLC, any fee commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

19.3 Access and Audits and Public Records

19.3.1 The LLC shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the Services for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents in Palm Beach County as required in this Section for the purpose of inspection or audit during normal business hours, at the LLC's place of business, provided that (a) the County notifies the LLC no less than thirty (30) Days prior to the date of such inspection or audit, and (b) the number of such inspections or audit shall be limited to One (1) per calendar year. The LLC agrees to make available to the County, at the County's request, and at the County's sole cost and expense, all documents and materials pertaining to the Program as required by this Section 19.3.1, if after three (3) years, then still in the possession of the LLC.

19.3.2 The LLC shall comply with the requirements of §119.0701, Florida Statutes, as amended. Specifically LLC shall:

- A. Keep and maintain public records that ordinarily and necessarily are required by the County in order to perform the services as provided under this Agreement.**
- B. Maintain all public records in a readily accessible, organized format consistent with the requirement of identifying, retrieving and providing prompt and frequent access to records.**
- C. Provide the public with access to public records on the same terms and conditions that the County is by law required to furnish, and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119 or as otherwise provided by law.**
- D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements pursuant to Florida Statute are not disclosed, including but not limited to, records that are exempt pursuant to § 255.047, Florida Statutes and §125.0104(9), Florida Statutes, except as may be authorized by law.**
- E. Redact part of a record if an exemption applies to part of a record, while producing the remainder of the record and providing the statutory exemption citation that exempts the portion of the record.**
- F. If responding that an entire record is exempt, respond by stating the basis of the exemption and providing the statutory exemption citation.**
- G. If requested, provide in writing and with particularity the reasons for the conclusion that the record is exempt or confidential.**
- H. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the LLC upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.**

19.3.3 Failure to comply with the requirements of Section 19.3 herein constitutes a material breach of this Agreement.

19.4 Inspector General

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and

inspect the activities of the LLC, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421-2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

19.5 Indebtedness

The LLC shall not pledge the County's credit or make it a guarantor of payment or a surety for any contract, debt, obligation, judgment, lien or any form of indebtedness; provided however, this provision shall not be deemed or construed to abrogate or diminish the County's obligations under the Operative Agreements. The LLC further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19.6 Notice

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Any notice required to be given hereunder shall be in writing and mailed, postage prepaid, by United States Certified or Registered Mail, Return Receipt Requested, or dispatched by overnight courier, address to the parties as follows, unless a different address is later designated by either party under this notice provision:

For notice to the LLC:

Giles Kibbe
HW Spring Training Complex, LLC
501 Crawford Street, Suite 500
Houston, Texas 77002

And

Arthur Fuccillo
HW Spring Training Complex, LLC
Lerner Enterprises
2000 Tower Oaks Boulevard - Eighth Floor
Rockville, Maryland 20852

With copies to:

**Houston Astros, LLC
501 Crawford Street, Suite 500
Houston, Texas 77002
Attention: Reid Ryan**

And

**Washington Nationals Baseball Club, LLC
Mark D. Lerner
Vice Chairman & Principal Owner
Nationals Park
1500 South Capitol Street, SE
Washington, DC 20003**

And

**Brian M. Seymour, Esq.
Gunster
777 S. Flagler Drive, Suite 500 East
West Palm Beach, Florida 33401**

For notice to the County:

**County Administrator
301 North Olive Avenue, 11th Floor
West Palm Beach, FL 33401**

With Copies to:

**County Attorney
301 North Olive Avenue, 6th Floor
West Palm Beach, FL 33401**

And

**Director of Office of Financial Management
301 North Olive Avenue, 7th Floor
West Palm Beach, FL 33401**

And

**Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411**

Either party hereto may change the address for service of Notices required or permitted hereunder upon ten (10) days' prior written notice. All Notices given hereunder shall be effective and deemed to have been duly given only upon receipt by the party to which notice is being given, said receipt being deemed to have occurred upon such date as the postal authorities shall show the Notice to have been delivered, refused, or undeliverable, as evidenced by the return receipt. Notices may be given, on behalf of a party, by the attorney for such party in accordance with the terms of this Section 19.6.

19.7 Governing Law and Venue

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties acknowledge that personal jurisdiction upon proper service will be valid in the State of Florida, and that venue of all actions arising out of or related to this Agreement shall be proper only in a state court of competent jurisdiction in Palm Beach County, Florida.

19.8 WAIVER OF JURY TRIAL

THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COUNTY AND THE LLC TO ENTER INTO THIS AGREEMENT.

19.9 Construction

In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

19.10 Binding Effect

The covenants, terms, conditions, provisions and undertakings in this Agreement, or in any renewals thereof, shall extend to and be binding upon the legal representatives, successors and assigns of the respective parties hereto as if there were in every case named and expressed and wherever reference is made to any of the parties hereto, it shall be held to include and apply also to the legal representatives, successors and assigns of such party as if in each and every case so expressed.

19.11 Further Instruments

The parties agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, condition or assurance in this Agreement whenever the occasion shall arise and request for such instrument shall be made.

19.12 Integration and Merger

This Agreement shall constitute the full and complete understanding between the parties as to the matters addressed herein. There are no oral understandings, terms or conditions and no party has relied on any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions, whether with a party to this Agreement or any partner of a

party, are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented except by an agreement in writing and signed by the parties to this Agreement.

19.13 Severability

If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

19.14 Compliance with Laws

None of the Parties hereto shall in any manner, directly or indirectly, violate the laws, ordinances, rules or regulations of any federal, state, county, city or other governmental authority or agency in connection with the development, construction, use, operation and occupancy of the Facility under the terms of this Agreement.

19.15 Exhibits

All exhibits referenced in this Agreement are incorporated into this Agreement by such reference and shall be deemed to an integral part of this Agreement.

19.16 Attorney's Fees

In the event of litigation or arbitration arising under, or in connection with, this Agreement, each party shall bear and be responsible for their own attorneys' fees and costs at the pre-trial, trial and appellate levels. This provision shall survive the termination of this Agreement for any reason.

19.17 Survival

The warranties and indemnities provided under this Developer Agreement shall survive for a period of One Year after Substantial Completion of the Facility; however, the rights and obligations under Article 13 and Section 10.4 shall survive during the entire term of the Sports Facility Use Agreement.

19.18 Amendments

No change, amendment or modification of this Agreement shall be valid or binding upon the parties hereto unless such change, amendment, or modification shall be in writing and duly executed by both parties hereto. No change, amendment or modification of this Agreement shall be deemed to be made by either party on the basis of any action or failure to act by either party or by the course of performance, course of dealing, or course of conduct of either party.

19.19 Captions

The captions contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.

19.20 No Waiver

Any waiver by either party of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall neither be considered a waiver nor

deprive that party any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the party to be charged therewith.

19.21 Force Majeure

Except as otherwise provided herein, neither party shall be in default under, or breach of, this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, "Force Majeure" shall mean and include any act of God, accident, fire, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local (except in the case of a rule, order or act by County), or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of the parties which was not avoidable in the exercise of reasonable care and foresight. The party claiming the occurrence of a Force Majeure event shall promptly notify the other party of such occurrence, and the likely duration and termination thereof.

19.22 Counterparts

Provided that all parties hereto execute an original of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

19.23 No Agency

The LLC is, and shall be, in the performance of all Services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the LLC's sole direction, supervision, and control, except for those persons engaged in a peer review pursuant to Section 5.3 hereof. The LLC shall exercise control over the means and manner in which it and its employees, sub-consultants and suppliers perform the Services, and in all respects the LLC's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

The LLC does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

19.24 Non-Discrimination

The LLC warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

The LLC has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in R-2014-1421, as amended, or in the alternative, if the LLC does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that the LLC will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

19.25 Third Party Beneficiary

The Teams are intended third party beneficiaries of this Agreement. Except for the Teams, no provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the LLC. The County is an intended third party beneficiary of all Construction Contracts and Consultant Contracts, and all subcontracts thereto. The LLC shall provide copies of this Agreement to the Consultants and the Contractor.

19.26 Nature of the Parties Obligations

19.26.1 It is understood and agreed that the LLC is acting as an independent contractor in the performance of its services and responsibilities hereunder, and nothing herein shall be deemed to create a joint venture, agency or partnership relationship between the County and the LLC.

19.26.2 The obligation of the County to pay any amounts required under this Agreement shall constitute a revenue obligation of the County payable solely from the Budgeted Amount and, where applicable, legally available non-ad valorem revenues of the County and shall not in any way be construed to be a debt of the County in contravention of applicable constitutional, statutory or charter limitations or requirements concerning the creation of indebtedness of the County. Neither the County, the State of Florida, nor any political subdivision or agency thereof shall be obligated to pay any sums due under this Agreement from compelled levy of ad valorem or other taxes, and neither the full faith and credit nor the taxing power of the County, the State of Florida or any political subdivision or agency thereof are pledged for payment of such sums due under this Agreement.

19.27 Annual Appropriations

The County's performance and obligation to pay under this Agreement is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

19.28 Construction


No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any article, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

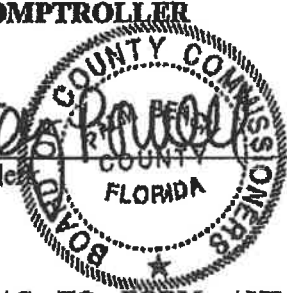
THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts, each of which shall constitute an original and all of which, taken together, shall constitute a single instrument, as the day first written above.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

R2015-1522 OCT 20 2015
PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: 
Deputy Clerk

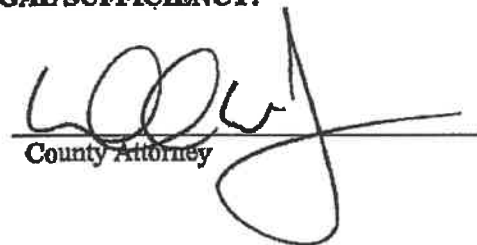


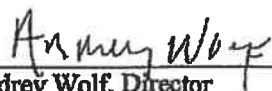
The seal is circular with a double border. The outer border contains the text 'PALM BEACH COUNTY COMMISSIONERS' at the top and 'BOARD OF COUNTY COMMISSIONERS' at the bottom. The inner border contains 'PALM BEACH COUNTY' at the top and 'FLORIDA' at the bottom. A five-pointed star is located at the bottom center of the seal.

By: 
Shelley Vana, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS

By: 
County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

WITNESSES:

**HW SPRING TRAINING COMPLEX, LLC, a
Florida Limited Liability Company**

By: Shirley R. McWhorter
Witness Signature

By: [Signature]
Arthur Fuccillo, Manager

Thomas R. McWhorter
Print Witness Name

By: [Signature]
Witness Signature

Brenda J. Harvey
Print Witness Name

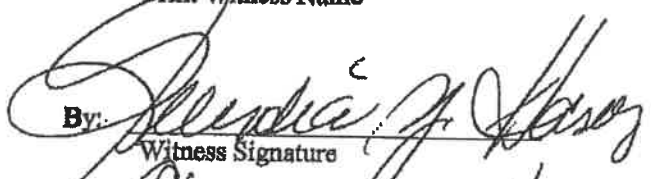
WITNESSES:

**HW SPRING TRAINING COMPLEX, LLC,
a Florida Limited Liability Company**

By: 
Witness Signature

By: 
Giles Kibbe, Manager

Thomas R. McNichols
Print Witness Name

By: 
Witness Signature

Stendia Y. Harvey
Print Witness Name

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHWEST ONE-QUARTER SECTION 1, TOWNSHIP 43 SOUTH, RANGE 42 EAST, SAID LANDS BEING A PORTION OF THE PLAT OF THE PUBLIC WATER SUPPLY AREA WEST PALM BEACH WATER COMPANY, AS RECORDED IN PLAT BOOK 23, PAGES 149 AND 150 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 1, THENCE S.87°45'40" E., ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1, A DISTANCE OF 513.11 FEET TO THE NORTHEAST CORNER OF THOSE CERTAIN LANDS RECORDED IN OFFICIAL RECORD BOOK 8918, PAGE 1853 OF SAID PUBLIC RECORDS, AND BEGINNING; THENCE CONTINUE S.87°45'40"E. ALONG SAID NORTH LINE, A DISTANCE OF 1,674.92 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION AREA, AS RECORDED IN OFFICIAL RECORD BOOK 11131, PAGE 928 OF SAID PUBLIC RECORDS; THENCE S.01°47'54"W. ALONG THE WEST LINE OF SAID RETENTION AREA, A DISTANCE OF 261.46 FEET; THENCE S.87°47'46"E. ALONG THE SOUTH LINE OF SAID RETENTION AREA, A DISTANCE OF 438.30 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL, AS RECORDED IN OFFICIAL RECORD BOOK 11131, PAGE 928 OF SAID PUBLIC RECORDS; THENCE S.02°40'54"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 848.33 FEET; THENCE S.03°41'15"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1517.89 FEET; THENCE N.88°08'01"W. ALONG A LINE 50.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1, A DISTANCE OF 2,080.84 FEET; THENCE N.02°27'51"E., A DISTANCE OF 390.13 FEET; THENCE N.86°00'41"W., A DISTANCE OF 217.70 FEET; THENCE N.04°33'50"E., A DISTANCE OF 922.84 FEET; THENCE N.86°00'00"W., A DISTANCE OF 323.67 FEET; THENCE N.04°55'38"E., A DISTANCE OF 175.20 FEET; THENCE N.49°23'30"E., A DISTANCE OF 35.68 FEET; THENCE N.04°55'39"E., A DISTANCE OF 60.01 FEET; THENCE N.40°35'00"W., A DISTANCE OF 51.86 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF HAVERHILL ROAD, SAID RIGHT-OF-WAY LINE LYING 50.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF SAID SECTION 1, PER POSTING AND VIEWING AT COUNTY COMMISSION MEETING DATED JULY 5, 1925; THENCE N.04°55'38"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 603.73 FEET; THENCE N.51°47'07"E. ALONG THE SOUTHEASTERLY LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORD BOOK 8918, PAGE 1853 OF SAID PUBLIC RECORDS, A DISTANCE OF 633.92 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.
CONTAINING 6,160,376 SQUARE FEET/141.423 ACRES MORE OR LESS.

EXHIBIT B
MINIMUM REQUIREMENTS

The following are the minimum requirements for the Program

- A baseball stadium containing a minimum of 6,400 ticketed seats and a minimum of 1,000 grass berm seats together with supporting components, such as concession stands, public and family toilets, novelty stores, ticket sales offices, administrative offices, windows and box offices;
- Two clubhouses consistent with the size, features and amenities typical of MLB clubhouses constructed within the last five (5) years, each which includes locker rooms, steam room, sauna, coaches conference room and lounge, video room, training staff locker room, and storage, physician exam room, hydrotherapy room, weight room, kitchen, laundry, indoor and outdoor dining, equipment room;
- Four Major League practice fields;
- Eight Minor League practice fields;
- Two agility fields;
- Covered and outdoor batting cages;
- Major and Minor League pitching mounds;
- Pedestrian access to the Minor League practice fields, clover leaf, and the Major League practice fields;
- 3,000 parking spaces, of which a minimum of 1500 will be grassed parking, which, in the Buffer Area, are convertible to a minimum of 5 regulation size adult soccer fields in the non-training season;
- other supporting training spaces, such as a maintenance compound;
- a public art feature coordinated and approved by the County's Art in Public Places Administrator; and
- any other improvements and/or infrastructure necessary to create a fully functional and code compliant Facility.

EXHIBIT C
CONSULTANT AND CONTRACTOR SELECTION PROCEDURES

Planning Consultant

The Work will include all of the land planning, land development and permitting coordination.

The Selection Committee interviewed the two planning firms which currently hold continuing contracts with Palm Beach County. On February 5, 2015, the Selection Committee chose Urban Design Kilday Studios.

Environmental Consultant

The Work will include, among other things, all of the environmental analysis and geotechnical investigation required of an experienced environmental engineering and geotechnical consultant in the State of Florida and will include consideration of the Site specific considerations of the property.

The Selection Committee interviewed the three environmental assessment consultants which currently hold continuing contracts the Palm Beach County. On February 17, 2015, the Selection Committee chose URS Corp.

Program Manager

The Consultant, and any sub-consultant working thru consultant, shall serve as the Teams' Program Manager, also referred to as program manager, for the development of the Facilities. The duties may include, but are not limited to:

- a. Develop, monitor and administer Program Cost Estimate and Program Budget.
- b. Develop, monitor and administer Program Schedule.
- c. Oversee the development of the architectural program and act as primary contact with the Teams and all other sponsors, agencies and users of the Facility.
- d. Assist in the development and negotiations of Consultant Contracts.
- e. Coordinate the activities of consultants.
- f. Review value engineering efforts of design professionals and make recommendations to the Teams.
- g. Assist in the permitting and approval process in conjunction with legal counsel and other Consultants.
- h. Provide technical support for land acquisition efforts.
- i. Make recommendations to the Teams on the most appropriate delivery method and assist with pre-qualifying and selecting Contractor.
- j. Administer the Construction Contract.
- k. Evaluate and negotiate change orders and claims on behalf of the Teams.
- l. Coordinate the procurement of all Furniture, Fixtures & Equipment, including baseball specific items.
- m. Plan and implement transition, occupancy and commissioning of all improvements.

- n. Act as an extension of the Teams' staff on any matter related to this Program that is assigned by the Teams.
- o. Assist with selection of Architectural and Design Professional Services.
- p. Coordinate the design and construction of all sponsorship and revenue related aspects of the Program including concessions and other third-party involvement.
- q. Coordinate vendor review and comment on Program-specific elements including but not limited to Food Service, Concessions, AV/IT, and Broadcast facilities.
- r. Coordinate the introduction and integration of Team operational, food service, and maintenance staffs during the start-up and pre-opening phases.
- s. Coordinate the close-out of all contracts and the establishment of organized reference and as-built files.
- t. Any other responsibilities generally consistent with those listed above in the managing of the Program.

Experience with stadium facilities, including but not limited to baseball facilities (major league and spring training facilities), as well as multi-team facilities, is preferred. Experience with the local permitting agencies (e.g. City of West Palm Beach, Palm Beach County, Florida Department of Transportation, South Florida Water Management District) is also encouraged.

The solicitation was publically advertised with responses received on February 13. The minimum requirements for the responses were identical to that required in County competitive Request for Proposals for similar services. The Selection Committee convened and made its final decision based on the following point structure.

Category	Points
<i>SBE Participation</i>	
Percentage of SBE (as set forth below)	10
<i>Quality of Experience, Depth and Specialized Skills (including as related to specific individuals)</i>	
Experience with sports stadiums	20
Experience with baseball stadiums	15
Experience with spring training facilities	20
Experience with multi-team spring training facilities	10
Experience with permitting with local agencies (e.g., City of West Palm Beach, Palm Beach County, Florida Department of Transportation and South Florida Water Management District)	3
Experience with development of former land fill sites, or in the alternative other potentially environmentally sensitive properties.	2
<i>Performance</i>	
Ability to meet strict deadlines	10
Demonstrated ideas for cost effectiveness	5
Financial capability and capacity to perform	5
Total	100

The Selection Committee interviewed responders on February 17, 2015 and chose Stranix Associates.

Architectural/Design Professionals

Design Professionals with experience with stadium facilities, including but not limited to baseball facilities (major league and spring training facilities), as well as multi-team facilities, is preferred. Experience with the local permitting agencies (e.g. City of West Palm Beach, Palm Beach County, Florida Department of Transportation, South Florida Water Management District) is also preferred. The lead architect must be certified by Palm Beach County as well as sub-consultants. The lead architect must be licensed to do business in the State of Florida, including the ability (either thru itself or sub-consultants) to sign and seal drawings.

The Consultant shall serve as the Teams professional architectural and design representative for the architecture, design and construction administration phases of the development of the Facilities. This shall include, but not be limited to:

- a. Architectural Design
- b. Civil Engineering, including drainage, utilities, water management, water use (including reclaimed water), Site development and roadway production.
- c. Traffic Engineering, including traffic performance analysis and signalization
- d. Mechanical, Electrical, Plumbing and Fire Protection
- e. Lighting
- f. Acoustical and Sound Engineering
- g. Life Safety
- h. Signage
- i. Survey and Site Controls
- j. Audio-Visual and Broadcast
- k. Furniture, Fixtures & Equipment, including baseball specific items.
- l. Telephone and Data
- m. Food services, including specialty food service
- n. Security
- o. Field Design, for both major league spring training and minor league fields
- p. Structural Engineering
- q. Geotechnical engineering, specially related to the Facilities and related offsite improvements (e.g. roadways)
- r. Theming and Sponsorships
- s. Interior Design
- t. Construction Administration
- u. Other sub-disciplines the lead architect or the Teams deem appropriate.

The solicitation was publically advertised with responses received on February 23. The minimum requirements for the responses were identical to that required in County CCNA solicitations. The Selection Committee convened and made its final decision based on the following point structure.

Category	Points
<i>SBE/Local Participation</i>	
Percentage of SBE (as set forth below)	10
Percentage of Local Business (Palm Beach County) in addition to SBE	10
Volume of previous work with Palm Beach County	10
<i>Quality of Experience, Depth and Specialized Skills (including as related to specific individuals).</i>	
Experience with sports stadiums	13
Experience with baseball stadiums, including major league stadiums, minor league stadiums and/or spring training stadiums.	8
Experience with spring training facilities specifically	13
Experience with multi-team spring training facilities specifically	8
Experience with permitting with local agencies (e.g., City of West Palm Beach, Palm Beach County, Florida Department of Transportation and South Florida Water Management District)	3
Experience with development of former land fill sites, or in the alternative other potentially environmentally sensitive properties.	2
LEED AP Certifications, including LEED Proven Provider Certification	2
Awards received for similar project design and development	4
<i>Performance</i>	
Ability to meet strict deadlines	7
Demonstrated ideas for cost effectiveness	5
Financial capability and capacity to perform	5
Total	100

The Selection Committee interviewed responders on February 25, 2015 and chose the team lead by HKS.

Construction Manager

Construction Managers with experience in stadium facilities, including but not limited to baseball facilities (major league and spring training facilities), as well as multi-team facilities, is preferred. Experience with the local contracting environment and local permitting agencies (e.g., City of West Palm Beach, Palm Beach County, Florida Department of Transportation, South Florida Water Management District) is also encouraged. The Construction Manager must be a licensed General Contractor in the State of Florida qualified firms to provide construction management services for the ultimate construction of the Facilities on a Guaranteed Maximum Price basis. The selected Construction Management firm will function as a general contractor responsible for publicly bidding trade contracts, all scheduling and coordination of the Program,

and the successful, timely, and economical completion of the Program. The selected Construction Manager (CM) will also provide preconstruction services.

In coordination with and/or at the direction of the Teams, the Construction Manager shall provide all services usually and customarily provided by CM at Risk general construction contractors in Florida for Programs of the size and scope of the Facilities. Those services shall begin immediately upon selection by the Teams and shall include, but not be limited to, the following:

- A. Develop a comprehensive approach to completion of the Program in compliance with the Teams' required construction schedule and overall budget requirements and limitations.
- B. Advise key stakeholders on procedures, design sequence and phasing, coordination and scheduling of the Work
- C. Provide design, estimating and constructability reviews and advise on availability of materials and labor
- D. Provide preconstruction budgeting support related to overall Program cost and associated costs of alternative designs or materials, life-cycle data, and possible cost reductions without loss of utility or performance.
- E. Provide Value Engineering analysis as required during the entirety of the Program.
- F. Provide an integrated design and construction schedule that addresses all design, procurement, and construction activities and sequences.
- G. Provide recommendations on phasing and the need and impact of any necessary accelerated, fast-tracked or phased construction
- H. Provide preliminary total Program Cost Estimates with comparisons to preliminary budget expectations. Generate alternative design and cost reduction alternatives to the degree they are needed to reduce the Program cost relative to the established budget.
- I. Develop an organization chart, for Teams' approval, reflecting the proper number and experience of staff necessary to carry out the complete construction of the Program.
- J. Generate a potential subcontractor bid list and maintain an active program of subcontractor solicitation to generate and determine market strength in all necessary disciplines.
- K. Develop a Bid List for the Teams' approval.
- L. Draft all invitations and solicitations for bid.
- M. Assemble all bid solicitation packages.
- N. Solicit, receive, review, and present all bid results to the Teams in the form of a Guaranteed Maximum Price (GMP) using the CM at risk format under Florida law.
- O. Provide a payment and performance bond as required by the Teams.
- P. Purchase all Subcontractors as required to meet the established Program schedule, ensuring that the full scope of the completed Program is included in the GMP
- Q. Ensure that all necessary trade permits are acquired for commencement of Work
- R. Properly staff the Program to ensure efficient leadership and proper oversight of all construction operations.
- S. Provide information and support to LEED certification activities, as required.
- T. Conduct weekly Owner, Architect, Contractor meetings to review Program progress and ensure integrated Program management.

- U. Coordinate the work with the Teams' requirements related to Furniture, Fixtures & Equipment, sponsorship, third-party vendors, Team consultants, and Team operations.
- V. Manage and administer Program cost and change order issues. Prepare all pay requisitions and coordinate any sales tax exemption procedures with local County officials to maximize savings to the Program.
- W. Develop and execute an operations start-up and commissioning schedule that allows phased, early, Team and vendor occupancy prior to Program completion, as required for specific specialty areas including but not limited to concessions, AV/IT, sponsorship, and team operations areas.
- X. Develop a program for phased punch list development, completion and turnover.
- Y. Develop a schedule of required County and other regulatory inspections necessary for phase occupancy and operations of the ballpark and training facilities.
- Z. Provide stand-by trade support during initial facility and ballpark operations, including initial team and public events to ensure immediate reaction to system failures or start-up difficulties.
- AA. Create a comprehensive library of Record Drawings, submittals and spare inventory for Team operational use.
- BB. Provide and enforce complete close-out checklists for all subcontractors prior to requests for final payment.
- CC. Work efficiently at all times with the Teams' selected consultants selected to interface with the Construction Manager.

Selection was based on the following criteria:

Category	Points
SBE Participation	-
A. SBE Participation (as set forth below)	10
Quality of Experience, Depth and Specialized Skills (including as related to specific individuals)	-
B. Experience with sports stadiums	15
C. Experience with baseball stadiums	20
D. Experience with sports training facilities	20
E. Experience with construction of baseball playing fields	10
F. Knowledge of local conditions, including experience with local building codes and requirements	10
Performance	-
G. Ability to meet strict deadlines	10
H. Financial capability and capacity to perform	5
TOTAL	100

The solicitation was publically advertised with responses to be received on March 20, 2015. The minimum requirements for the responses were similar to that required in County competitive Request for Proposals for similar services. The Selection Committee interviewed contractors on March 30, 2015 and selected HSMC (Hunt Construction Group).

EXHIBIT D
EXCLUDED COSTS

The following are Excluded Costs.

1. Any direct or indirect costs or expenses of the LLC's or Teams' employees.
2. Any direct or indirect costs or expenses for attorneys and financial advisors retained by the LLC or Teams, even if such costs or expenses are for work performed on the Program's behalf.
3. Any County employee expenses or Staff charge-offs. Out of County travel expenses for County employees as requested by the LLC and approved by the County are Actual Costs.
4. Fees or costs associated with a peer review conducted pursuant to Section 5.3 unless the LLC requests the County contract for a peer review and County agrees to such request.
5. Palm Beach County impact fees.
6. Palm Beach County building permit fees.
7. County costs associated with the financing the Program.
8. LLC costs associated with financing any aspect of the Program not typically included in the Construction Contract.
9. Costs associated with promotional items, marketing the Facility, Program, Teams and/or Major League Baseball Spring Training.
10. Costs, fines, fees, penalties, including but not limited to termination costs, damages or other expenses of any kind associated with, or arising from, the LLC's or Teams' contracts or other obligations at Spring Training facilities outside of Palm Beach County.

EXHIBIT E
SALES TAX RECOVERY PROGRAM

1.0 Sales and Use Taxes. The County is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into, the Facility. The County shall make direct purchases of all materials and equipment purchased for, or to be incorporated into the Facility, as requested by the LLC and confirmed by the County Representative to be eligible for the Program. All direct purchases of materials and equipment shall be made by the County with funding from the Budgeted Amount specifically allocated for the construction of the Facility, which is a capital improvement project, the construction of which is subject to the County's competitive procurement requirements. In order to avail itself to this exemption, the County requires the LLC to contractually obligate the Contractor(s) to implement the following procedures:

2.1 County Furnished Materials

2.1.1 The Construction Manager shall include Florida State Sales and other applicable taxes in its bid for material, supplies, and equipment.

The LLC reserves the right to require the Construction Manager to assign some or all of its subcontracts or other agreements with material suppliers directly to County. Any materials purchased by County pursuant to such an assignment of a material supply subcontract or agreement of a material supply subcontract or agreement shall be referred to as "County Furnished Materials" and the responsibilities of both County and Construction Manager relating to such County Furnished Materials shall be governed by the terms and conditions of these Special Conditions, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist. In addition, the County's standard terms and conditions associated with purchase ordered materials will be applicable to all County Furnished Materials.

2.1.2 Material suppliers shall be selected by the Construction Manager awarded the contract by the competitive bid process. Supply contracts shall be awarded by the Construction Manager to the supplier whose bid/proposal is most advantageous to the LLC, price and other factors considered.

The Construction Manager shall include the price for all construction materials in its bid. County purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

2.1.3 To enable the LLC to realize savings of Sales Tax on selected tangible personal property needed for this Program, the Construction Manager will provide to the LLC a list of all intended suppliers, vendors, and materialmen for consideration as County Furnished Materials. The Construction Manager shall submit price quotes from the vendors, as well as a description of the materials to be supplied, quantities and prices. The Construction Manager will evaluate the list to recommend direct purchases where those direct purchases will result in Sales Tax Savings to the

LLC. The LLC will either accept or reject the Construction Manager's recommendations and purchases will be made according to County procedures.

2.1.4 Construction Manager shall identify materials with a minimum agreed upon goal which the County will furnish through the County Furnished Materials clause, and might furnish materials worth far more than that amount. Therefore, the provision by the Construction Manager for support, clerical, and administrative services detailed in that clause is part of this contract.

In a timely manner, Construction Manager shall prepare County Purchase Order Forms specifically identify the materials which County may, in its discretion, elect to purchase directly.

Construction Manager shall include copies of vendors' quotations.

2.1.5 The following procedure, which is a waiver of the Palm Beach County Procurement Code, shall be used for the implementation of this program.

Construction Manager shall prepare County Purchase Orders (hereinafter "Purchase Orders") for items of material which the County chooses to purchase directly. Once the Purchase Order has been prepared and executed, it shall be issued directly to the vendor by the County. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager, less any sales tax associated with such price. Promptly upon issuance of each Purchase Order by the County, Construction Manager shall verify the purchase of the items in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of items. Palm Beach County's Director of Purchasing or his designated representative shall be the approving authority for the County on Purchase Orders in conjunction with County Furnished Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the County Furnished Materials on the delivery dates provided by the Construction Manager. The Vendor shall issue its invoice, for all materials supplied pursuant to a County Purchase Order, directly to Palm Beach County.

2.1.6 In conjunction with or prior to the execution of the Purchase Orders by the suppliers, the Construction Manager shall execute and deliver to the Program Representative LLC who will forward to the County one or more deductive Change Orders, in accordance with General Conditions referencing the full value of all County-Furnished Materials to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Construction Manager's bid to County, plus savings to Construction Manager in the cost of Payment and Performance Bonds associated with such County Furnished Materials.

2.1.7 All shop drawings and submittals shall be made in accordance with the General Conditions.

2.1.8 Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by County in accordance with these Special Conditions including, but not

limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the County due to the negligence of the Construction Manager. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Construction Manager for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the County from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions of the Construction Manager.

2.1.9 As County Furnished Materials are delivered to the jobsite, the Construction Manager shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of County Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County or LLC may require. The Construction Manager will then forward the documentation to the County through the LLC.

2.1.10 The Construction Manager shall insure that County Furnished Materials conform to the specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or non-conformities in County Furnished Materials upon such visual inspection, the Construction Manager shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Program. If the Construction Manager fails to perform such inspection and otherwise incorporates into the Work such defective or nonconforming County Furnished Materials, the condition of which it either knew or should have known by performance of an inspection, Construction Manager shall be responsible for all damages to County resulting from Construction Manager's incorporation of such materials into the Program, including liquidated or delay damages.

2.1.11 The Construction Manager shall maintain records of all County Furnished Materials incorporated into the Work from the stock of County Furnished Materials in its possession. The Construction Manager shall account monthly to the County through the LLC for any County Furnished Materials delivered into the Construction Manager's possession, indicating portions of all such materials which have been incorporated into the Work.

2.1.12 The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Construction Manager for resolution with the appropriate supplier, vendor, or Subcontractor.

2.1.13 Notwithstanding the transfer of County Furnished Materials by the County to the Construction Manager's possession, the County shall retain legal and equitable title to any and all County Furnished Materials although the Construction Manager shall maintain both Builders Risk and Inland Marine/Transit insurance on said Materials and the Loss Payee endorsement on said policies shall read "Palm Beach County Board of County Commissioners".

2.1.14 The transfer of possession of County Furnished Materials from the County to the Construction Manager shall constitute a bailment for the mutual benefit of the County and the Construction Manager. The County shall be considered the bailor and the Construction Manager the bailee of the County Furnished Materials. County Furnished Materials shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Program or consumed in the process of completing the Program.

2.1.15 The County shall in no way be liable for any interruption or delay in the Program, for any defects or other problems with the Program, or for any extra costs or time resulting from any delay in the delivery of, or defects in, County Furnished Materials.

2.1.16 On a monthly basis, Construction Manager shall be required to review invoices submitted by all suppliers of County Furnished Materials delivered to the Program sites during that month and either concur or object to the County's issuance of payment to the suppliers, based upon Construction Manager's records of materials delivered to the Site and any defects in such materials.

2.1.17 In order to arrange for the prompt payment to the suppliers, the Construction Manager shall provide to the County a list indicating the acceptance of the goods or materials within 15 days of receipt of said goods or materials. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonable required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the County to immediately obtain partial or final release of waivers as appropriate. The County shall not make any payment without the appropriate Contractor's concurrence and approval, which shall be delivered to the County by the Program Representative.

2.1.18 The County shall be entitled to the benefits of any discounts attributable to the early payment of vendor invoices for materials furnished by the County pursuant to these Specifications.

2.1.19 The material supplier may be required to provide a Supply Bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the County. If the supply bond is required the cost of the bond will be added to the amount of the purchase order. The premium cost for the surety bond should not be included in the bid price. Verifying that a designated material supplier can furnish a supply bond will be the responsibility of the Construction Manager.

EXHIBIT F
COUNTY STANDARD DESIGN AND CONSTRUCTION POLICY DEVIATIONS

1. Deviations from County standards remain subject to County review, comment and approval as required by the applicable provision of the Developer Agreement. The outcome of those discussions may require the Exhibit to be updated.
2. This exhibit may be modified by written agreement of the Director Facilities Development & Operations and the LLC at any time throughout the term of the Sports Facility Use Agreement.

Deviation Type	Property Insurance Responsibility Restoration Area	Renewal/Replacement Responsibility
Royal Palm Trees	LLC	LLC
Hardware Keying Standards	County	LLC
Full Cut off for parking lot, pedestrian circulation and general plaza lighting. Up lights for tree and landscape accent lighting	LLC	LLC
Clerestories - Deviation approved in Exclusive Use Areas Only	LLC	LLC
All property damaged or destroyed as a result of adding to, modifying, or using a structure in a manner outside of its intended use, or without first seeking any and all approvals and permits for the addition, modification or use as set forth in Section 17.2.3 of the Sports Facility Use Agreement.	LLC	LLC
Deviation from requirement to install lift station to public utility specifications - Install Lift Station to private specifications with the inclusion of a 72 hour diesel fuel supply.	County	LLC
Deviation from requirement to light grass parking surfaces in the South Buffer -- LLC will install at its cost, a transformer(s) sufficient to power all 5 multi-purpose fields at 30 foot candles using electricity from the Facility. If in the future, the County determines that permanent sports lighting is required for the multi-purpose fields, the County will be responsible for all work associated with the installation of the sports lighting, including, but not limited to, conduit, wiring and light	County	County

<p>poles and fixtures for the multi-purpose fields. Upon installation of the permanent sports lighting, LLC shall pay for the electricity used on up to two (2) multi-purpose fields at no cost to the County. In the event that the County chooses to light more than two (2) of the multi-purpose fields, the County will become responsible for the installation of a meter and for paying for the electricity used by all but two (2) multi-purpose fields. For Third Party Events, HW shall not be responsible for the electricity associated with the multi-purpose field sports lighting.</p>		
<p>Deviation from requirement to install chain link fencing with vinyl coating – Install chain link fence without vinyl coating on South Property Line only.</p>	County	LLC
<p>Deviation from requirement to install permanent restrooms to serve multi-purpose fields. LLC to provide, at no cost to the County Event and subject to County’s reasonable approval, a “crowd pleaser” style temporary restroom facility with no less than 3 M and 3 F fixtures and reasonable custodial care for each and every County event meeting one or more of the following criteria: 1) where the three (3) west multi-purpose fields are scheduled for use; 2) where four (4) or more multi-purpose fields are scheduled for use; and/or 3) where there are concurrently scheduled events on three (3) or more of the multi-purpose fields and the baseball fields. County would reserve the right to waive this requirement at any time in its sole and absolute discretion.</p>	LLC	LLC
<p>Deviation allowing for outdoor furniture with cushions providing that: 1) HW specifies either Sunbrella Shade, Contract or Marine fabric that carries the 10 year warranty (or an equivalent), HW will be solely responsible for the replacement of lost, stolen or misused cushions, as well as damage other than normal wear and tear (ie: staining, mold, rips, etc) including use of incorrect cleaning products; 2) the outdoor lounge seating will not be placed in direct sunlight (furniture placed just</p>	County	County

outside the suites will be pulled after each game), and 3) no castors		
Use of limerock and organic material as subbase material for the area east of the playing fields in the South Buffer, which has been approved by the City of West Palm Beach	LLC	LLC
Fabric canopy with specification other than Z25 cloth and Dri-Z coating for: 1) Nationals Gang Pitching shade structure, 2) Nationals MLB Field #1 and #2 bleacher shade structure, and 3) Astros MLB Field #2 bleacher shade structure.	County	LLC
Handrails with integrated lighting not meeting County illumination standards located at: 1) north bridge, 2) south bridge, and 3) main entry staircase.	County	LLC
Mobile Retail Kiosks (2) anchored to the Main Stadium Concourse	LLC	LLC
Any/All improvements for which FDO has no original record of prior approval and/or permitting at time of scheduled R&R	LLC	LLC

Last Update 022119

EXHIBIT G
PAYMENT CERTIFICATION AND REQUISITION

Board of County Commissioners
Palm Beach County, Florida

Name of Contract (Payee): **HW SPRING TRAINING COMPLEX, LLC**

Amount to be Paid: \$

The LLC has submitted a payment certification and requisition (with accompanying bills) to Palm Beach County, Florida (the "County") for payment for the above-referenced Contract of the Amount set forth above from moneys held by the Clerk. In this regard, the undersigned hereby certify as follows:

- (i) that the obligation described above was incurred and is a proper charge against the Due Diligence and Planning Services Agreement.
- (ii) that the obligations described above, including any amounts retained by the County in the construction fund to be paid at such later date, have been incurred by, or through, the LLC and that each item thereof is a proper charge against the construction fund and has not been the basis of any previous withdrawal;
- (iii) that all prior distributions made pursuant to previous Payment Requisitions relating to the Facility were applied in the manner set forth in such Payment Requisition;
- (iv) that all required insurance and governmental approvals needed for the construction of the Facility, at this time, is in full force and effect;
- (v) that the Work performed to date has been satisfactorily performed in accordance with the Contractual requirements; and
- (vi) that there has not been filed with or served upon the County or the LLC notice of any valid lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any moneys payable to any of the persons named in such requisition which has not been released or will not be released simultaneously with the payment of such obligation.

HW Spring Training Complex, LLC, a Florida Limited Liability Company

By: _____
Signature/Title

Print Name: Art Fucillo, Manager

By: _____
Signature/Title

Print Name: Giles Kibbe, Manager

EXHIBIT L-1
HOUSTON ASTROS
PAYMENT AND PERFORMANCE AND CONSTRUCTION GENERAL GUARANTY

This RESTATED PAYMENT, PERFORMANCE AND CONSTRUCTION GENERAL GUARANTY (this "Guaranty") is made as of the 20th day of October, 2015, by the Houston Astros, LLC, a Texas Limited Liability Company (the "Guarantor"), in favor of PALM BEACH COUNTY, a political subdivision of the State of Florida (the "County"), and its successors and assigns, and the State of Florida (the "State"), by and through the Florida Department of Economic Opportunity ("DEO"), and its successors and assigns.

RECITALS:

County is contemporaneously herewith entering into the First Restated Developer Agreement (the "Developer Agreement") and the First Restated Sports Facility Use Agreement (the "Sports Facility Use Agreement"), to provide for the construction, development and operation of the baseball spring training facility (the "Facility"), each dated as of the date hereof, and each entered into by and between County and HW Spring Training Complex, LLC, a Florida Limited Liability Company (the "LLC"), and the Sports Facility Use Agreement also being entered into by the Houston Astros, LLC, a Texas Limited Liability Company (the "Astros" or "Team") and the Washington Nationals Baseball Club, LLC, a Washington, DC Limited Liability Company (the "Nationals" or "Team") as to Sections 5.1.2, Article 13, Section 16.7 and Section 22.3 thereof, and on March 10, 2015 County entered into a Due Diligence and Planning Services Agreement R-2015-0358 with the LLC, (collectively, the Sports Facility Use Agreement, the Developer Agreement and the Due Diligence and Planning Services Agreement are referred to as the "County Documents").

In order to induce County to enter into the County Documents and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and further, in order to induce DEO to certify the County pursuant to section 288.11631, Florida Statutes, Guarantor hereby agrees for the benefit of County and its successors and assigns and the State, and its successors and assigns, as follows:

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein as if set forth in full.
2. **Defined Terms.** Capitalized terms used herein shall have the meaning set forth herein. Unless the context otherwise requires and except as otherwise provided herein, capitalized terms used herein that are not defined herein shall have the meaning assigned to such terms in the County Documents.
3. **Effective Date.** The Effective Date of this Guaranty shall be March 10, 2015.

4. Due Diligence Guaranty. The Guarantor entered into a Due Diligence and Planning Services Guaranty on March 10, 2015 contemporaneously with the Due Diligence and Planning Services Agreement R-2015-0358. This Guaranty replaces and terminates the Due Diligence and Planning Services Guaranty provided by Guarantor, and as a result, the Effective Date of this Guaranty has been made retroactive to the date of the Due Diligence and Planning Services Guaranty.

5. Payment, Performance, Construction and Operation Guaranty. Guarantor hereby unconditionally, absolutely, generally, continually, and irrevocably guarantees to County, and DEO as to the rights and interests of DEO pursuant to the County Documents, all obligations imposed by the County Documents, including, without limitation, the planning, design and permitting of the Project and the completion of construction of the Facility and operation of the Facility pursuant to the County Documents and the payment and performance of all liabilities, obligations and duties imposed on the LLC under each of the County Documents (collectively "the Obligations") as if Guarantor had executed each such County Document in place of the LLC. As this Guaranty replaces and terminates the Due Diligence Guaranty described in Section 4, this Guaranty shall have a commencement date of March 10, 2015 and shall apply to any Obligations from that date forward. This Guaranty shall not terminate until the payment of all sums and performance of all Obligations, except that, to the extent this Guaranty guarantees performance of Obligations which survive the termination of the County Documents, then this Guaranty shall continue to remain in full force and effect.

6. Security. Guarantor has provided a statement from an independent Certified Public Accounting Firm or other independent third-Person (entity) experienced in appraising sports organizations and properties (an "Appraisal Firm"), certifying or opining that the Guarantor has a current net worth or fair value of equity in excess of One Hundred Million and No/100 Dollars (\$100,000,000). At least once every five years thereafter until expiration of this Guaranty, Guarantor shall provide an updated letter to the County from one of the above possible sources, re-certifying or opining that the Guarantor has a then current net worth or fair value of equity in excess of One Hundred Million and No/100 Dollars (\$100,000,000). Additionally, in any year that a statement as described above, is not due to County, the Guarantor shall provide a statement from an Appraisal Firm or Certified Public Accounting Firm in the form of a letter on letterhead, stating that there have been no material adverse changes in the financial position of the Guarantor that would affect the previously certified minimum net worth or fair value of equity statement set forth above during the last year. Notwithstanding the foregoing, Guarantor shall not be in default or breach of this Section so long as (a) one of the Teams (as defined in the County Documents) has a net worth or fair value of equity of at least One Hundred Million and No/100 Dollars (\$100,000,000); or (b) the Teams together have a net worth or fair value of equity of at least One Hundred Million and No/100 Dollars (\$100,000,000). If the aggregate net worth or fair value of equity of both Teams together is equal to an amount less than One Hundred Million and No/100 Dollars (\$100,000,000), then the Teams will be required, for as long a period as such condition shall exist, to provide one or more irrevocable letters of credit in the amount equal to the difference between the combined aggregate stated net worth or fair value of equity of the Teams and One Hundred Million Dollars (\$100,000,000.00) in the form required by and consistent with Palm Beach County Policy and Procedure Memorandum No. CW-F-055 ("Letter of Credit").

7. Letter of Credit or Payment Bond. Guarantor may, at any time, present a Letter of Credit or Payment Bond in the amounts and according to the requirements set forth above in paragraph 6, instead of providing the CPA Firm or other Person (entity) certification described in paragraph 6, and thereafter Guarantor shall be obligated to maintain either a Letter of Credit or Payment Bond as security for the Guaranty in the amounts as set forth above and consistent with Palm Beach County Policies and Procedures.
8. Proprietary Business Information. To the extent permitted by law, this Guaranty does not provide County with access to any proprietary business or financial information of the Teams.
9. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida.
10. Severability. If any provision of this Guaranty should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Guaranty shall not be affected thereby.
11. Successors and Assigns. This Guaranty shall inure to the benefit of County and County's successors and assigns and DEO, and DEO's successors and assigns, under any of the County Documents in accordance with the terms thereof, and shall be binding upon Guarantor and its successors and assigns.
12. Waiver of Jury Trial. GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY COUNTY AGAINST GUARANTOR ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY.
13. Acceptance of Performance. County agrees to accept performance by Guarantor of all or any of the Obligations to be performed by the LLC under the County Documents with the same force and effect as though performed by the LLC thereunder.
14. Unconditional, Absolute, Irrevocable General and Continuing Guaranty. The obligations of Guarantor under this Guaranty shall be unconditional, absolute, irrevocable, general, and continuing, irrespective of the genuineness, validity, regularity or enforceability of the County Documents or any security which may have been given therefor or in connection therewith or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor. This Guaranty and the obligations of Guarantor hereunder shall not be affected, impaired, modified or released by reason of: (a) the making by the LLC of any assignment for the benefit of creditors or the bankruptcy or insolvency of the LLC, (b) any action taken by the LLC in any bankruptcy or insolvency proceeding, including, without limitation, disaffirmance or rejection of the County Documents, (c) any default by the LLC or a Team under the County Documents, (d) the liquidation or dissolution of the LLC, (e) any change in or termination of Guarantor's relationship to the LLC, (f) the enforcement by County or DEO of any of its rights under the County Documents, (g) the sale, conveyance, transfer or assignment

by the LLC, of all or any portion of its interest under the County Documents, including, but not limited to, any assignment to an Affiliate of the LLC as authorized by the County Documents, or (h) the transfer by an owner of an interest in the LLC, including its successors and assigns, of all or any part of its ownership interest in the LLC, at any time, to an Affiliate; it being agreed that in the event of any of the foregoing, the liability of Guarantor hereunder shall continue hereunder as if such event had not occurred. County and the LLC, without notice to or consent by Guarantor, may at any time or from time to time enter into such extensions, expansions, amendments, assignments, subleases, or other covenants with respect to the County Documents as they may deem appropriate or desirable, including, without limitation, an expansion of the performance obligations and Guarantor shall not be released thereby, but shall continue to be fully liable for the payment and performance of all obligations as so extended, expanded, amended, assigned, sublet, or otherwise modified.

15. Primary Liability: Performance Guaranty. The liability of Guarantor under this Guaranty shall be primary, direct and immediate, and not conditional or contingent upon pursuit by County or DEO of any remedies it may have against the LLC or any other Person with respect to the County Documents or any other agreement, whether pursuant to the terms thereof or by law or pursuant to any other security agreement or guaranty, except for pursuit by County of its remedies against the issuer of the Letter of Credit or Payment Bond securing this Guaranty. Guarantor and County each acknowledge and agree that this Guaranty is a guaranty of performance in respect to the Obligations. Any one or more successive or concurrent actions may be brought hereon against Guarantor with respect to the Obligations, either in the same action or proceeding, if any, brought against the LLC or any other person or entity, or in separate actions as often as County, or DEO, may deem advisable. Guarantor may be joined in any action against the LLC in connection with the County Documents. Recovery may be had by County or DEO against Guarantor in any action against Guarantor without County or DEO first pursuing or exhausting any remedy or claim against the LLC or any other person or entity, as the case may be, or their respective successors or assigns (except for pursuit by County of its remedies against the issuer of the Letter of Credit or Payment Bond securing this Guaranty) and Guarantor hereby waives any right it may have to require that County seek recovery against any other Person before seeking recovery against Guarantor (except for pursuit by County of its remedies against the issuer of the Letter of Credit or Payment Bond securing this Guaranty). Until termination of this Guaranty in accordance with the provisions hereof, the liability of Guarantor under this Guaranty shall continue after (i) any assignment or transfer by the LLC, or any successor thereof, of any of its interests under the County Documents or (ii) any assignment or transfer by County, or any successor thereof, of any of its interests under the County Documents.

16. Waiver of Presentment, Protest and Notices. Guarantor hereby expressly waives: (a) presentment and demand for payment and protest of nonpayment; (b) notice of acceptance of this Guaranty and of presentment, demand and protest; (c) notice of all indulgences under the County Documents; (d) demand for observance or performance of, or enforcement of, any terms and provisions of this Guaranty or the County Documents; (e) notices of default by or to the LLC under the County Documents; and (f) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

17. No Subrogation. Guarantor shall not enforce any right of subrogation it may now or hereafter have against the LLC by reason of any payments or acts of performance by Guarantor

in compliance with the obligations of Guarantor hereunder, and Guarantor shall not enforce any remedy which Guarantor now or hereafter shall have against the LLC by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder unless and until all of the Obligations of Guarantor have been fully discharged, performed and satisfied, whereupon Guarantor shall have such subrogation rights as may be allowed under applicable law.

18. No Setoff. No setoff, counterclaim or cross-claim, reduction or diminution of any obligation or any defense of any kind or nature (other than performance of the Obligations) shall be available to Guarantor in any action or proceeding brought by County or DEO to enforce the Obligations provided, however, that the foregoing shall not be deemed a waiver of the right of Guarantor to assert any compulsory counterclaim arising, from a claim brought by County or DEO hereunder, nor shall the foregoing be deemed a waiver of or prejudice in any manner whatsoever, Guarantor's right to assert any claim which constitutes a defense, setoff, counterclaim or cross-claim of any nature whatsoever against County in any separate action or proceeding. Guarantor agrees that if at any time all or any part of any amounts at any time received by County or DEO from Guarantor or the LLC, or any other Person, as the case may be, for or with respect to the Obligations is or must be rescinded or returned by County or DEO by reason of any judgment or decree of any court having jurisdiction (including, without limitation, by reason of the insolvency, bankruptcy or reorganization of Guarantor or the LLC, or any other Person), then Guarantor's obligations hereunder shall, to the extent of the amount rescinded or restored, be deemed to have continued in existence notwithstanding such previous receipt by County or DEO and the obligation guaranteed hereunder which was to have been discharged by such rescinded or restored amount shall continue to be effective or reinstated, as the case may be, to the extent of such amount, whether or not this Guaranty has terminated, and the obligations of the Guarantor shall survive the termination hereof.

19. Joint and Several and Cumulative Rights and Remedies. The rights and remedies afforded to County and DEO in this Guaranty are cumulative and are not exclusive of any other right or remedy against Guarantor or any other Person provided by law, in equity or under any other agreement or instrument and all such rights and remedies may be exercised singly or concurrently. No delay or omission by County or DEO in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any right or remedy hereunder shall be deemed made by County or DEO unless in writing and shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of County, and no single or partial exercise of any right or remedy hereunder shall preclude any other or further exercise thereof or of any other right or remedy. It is understood by the parties that other agreements similar to this Guaranty may, in County's or DEO's discretion, be executed and delivered by other Persons with respect to the County Documents. This Guaranty shall be joint and several and cumulative of any such agreements, and the liabilities and obligations of Guarantor hereunder shall in no event be affected or diminished by reason of such other agreements.

20. Entire Agreement. This Guaranty shall constitute the entire agreement of Guarantor with County with respect to Guarantor's guaranty of the Obligations.

Attention: James R. Crane

If to County:

Palm Beach County
301 North Olive Avenue, 11th Floor
West Palm Beach, Florida 33401
Attention: County Administrator

with a copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Attention: Real Estate

with a copy to:

Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

with a copy to:

Division of Strategic Business Development
Florida Department of Economic Opportunity
107 E. Madison Street, MSC 80
Caldwell Building
Tallahassee, FL 32399

Any Notice may be given, in the manner provided in this Section 21, on behalf of any party by such party's attorneys as designed by such party by Notice hereunder. Every Notice shall be effective on the date actually received, as indicated on the receipt therefor or on the date delivery thereof is refused by the recipient thereof.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Guarantor, intending to be legally bound, has executed this Guaranty as of the day and year first above written.

WITNESSES:

HOUSTON ASTROS, LLC
a Texas Limited Liability Company

Thomas R. McNeill
Print Name: Thomas R. McNeill

By: [Signature]

Glendia Y. Harvey
Print Name: Glendia Y. Harvey

Name: Giles Kibbe
Title: General Counsel

STATE OF Florida)
COUNTY OF Palm Beach)ss:

The foregoing instrument was acknowledged before me this 20th day of October, 2015, by Giles Kibbe, as General Counsel of the Houston Astros, LLC, who is personally known to me or has produced DL# 11039450 as identification.



Tracey Powell
Print Name: Tracey Powell
Notary Public

EXHIBIT I-2
WASHINGTON NATIONALS
PAYMENT AND PERFORMANCE AND CONSTRUCTION GENERAL GUARANTY

This RESTATED PAYMENT, PERFORMANCE AND CONSTRUCTION GENERAL GUARANTY (this "Guaranty") is made as of the 20th day of October, 2015, by the Washington Nationals Baseball Club, LLC, a Washington, DC Limited Liability Company (the "Guarantor"), in favor of Palm Beach County, a political subdivision of the State of Florida (the "County"), and its successors and assigns, and the State of Florida (the "State") by and through the Florida Department of Economic Opportunity ("DEO"), and its successors and assigns.

RECITALS:

County is contemporaneously herewith entering into the First Restated Developer Agreement (the "Developer Agreement") and the First Restated Sports Facility Use Agreement (the "Sports Facility Use Agreement"), to provide for the construction, development and operation of the baseball spring training facility (the "Facility"), each dated as of the date hereof, and each entered into by and between County and HW Spring Training Complex, LLC, a Florida Limited Liability Company (the "LLC"), and the Sports Facility Use Agreement also being entered into by the Houston Astros, LLC, a Texas Limited Liability Company (the "Astros" or "Team") and the Washington Nationals Baseball Club, LLC, a Washington, DC Limited Liability Company (the "Nationals" or "Team") as to Sections 5.1.2, Article 13, Section 16.7 and Section 22.3 thereof, and on March 10, 2015 County entered into a Due Diligence and Planning Services Agreement R-2015-0358 with the LLC, (collectively, the Sports Facility Use Agreement, the Developer Agreement and the Due Diligence and Planning Services Agreement are referred to as the "County Documents").

In order to induce County to enter into the County Documents and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and further, in order to induce DEO to certify the County pursuant to section 288.11631, Florida Statutes, Guarantor hereby agrees for the benefit of County and its successors and assigns and the State, and its successors and assigns, as follows:

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein as if set forth in full.
2. **Defined Terms.** Capitalized terms used herein shall have the meaning set forth herein. Unless the context otherwise requires and except as otherwise provided herein, capitalized terms used herein that are not defined herein shall have the meaning assigned to such terms in the County Documents.
3. **Effective Date.** The Effective Date of this Guaranty shall be March 10, 2015.

4. Due Diligence Guaranty. The Guarantor entered into a Due Diligence and Planning Services Guaranty on March 10, 2015 contemporaneously with the Due Diligence and Planning Services Agreement R-2015-0358. This Guaranty replaces and terminates the Due Diligence and Planning Services Guaranty provided by Guarantor, and as a result, the Effective Date of this Guaranty has been made retroactive to the date of the Due Diligence and Planning Services Guaranty.

5. Payment, Performance, Construction and Operation Guaranty. Guarantor hereby unconditionally, absolutely, generally, continually, and irrevocably guarantees to County, and to DEO as to the rights and interests of DEO pursuant to the County Documents, all obligations imposed by the County Documents, including, without limitation, the planning, design and permitting of the Project and the completion of construction of the Facility and operation of the Facility pursuant to the County Documents and the payment and performance of all liabilities, obligations and duties imposed on the LLC under each of the County Documents (collectively "the Obligations") as if Guarantor had executed each such County Document in place of the LLC. As this Guaranty replaces and terminates the Due Diligence Guaranty described in Section 4, this Guaranty shall have a commencement date of March 10, 2015 and shall apply to any Obligations from that date forward. This Guaranty shall not terminate until the payment of all sums and performance of all Obligations, except that, to the extent this Guaranty guarantees performance of Obligations which survive the termination of the County Documents, then this Guaranty shall continue to remain in full force and effect.

6. Security. Guarantor has provided a statement from an independent Certified Public Accounting Firm or other independent third-Person (entity) experienced in appraising sports organizations and properties (an "Appraisal Firm"), certifying or opining that the Guarantor has a current net worth or fair value of equity in excess of One Hundred Million and No/100 Dollars (\$100,000,000). At least once every five years thereafter until expiration of this Guaranty, Guarantor shall provide an updated letter to the County from one of the above possible sources, re-certifying or opining that the Guarantor has a then current net worth or fair value of equity in excess of One Hundred Million and No/100 Dollars (\$100,000,000). Additionally, in any year that a statement as described above, is not due to County, the Guarantor shall provide a statement from an Appraisal Firm or Certified Public Accounting Firm in the form of a letter on letterhead, stating that there have been no material adverse changes in the financial position of the Guarantor that would affect the previously certified minimum net worth or fair value of equity statement set forth above during the last year. Notwithstanding the foregoing, Guarantor shall not be in default or breach of this Section so long as (a) one of the Teams (as defined in the County Documents) has a net worth or fair value of equity of at least One Hundred Million and No/100 Dollars (\$100,000,000); or (b) the Teams together have a net worth or fair value of equity of at least One Hundred Million and No/100 Dollars (\$100,000,000). If the aggregate net worth or fair value of equity of both Teams together is equal to an amount less than One Hundred Million and No/100 Dollars (\$100,000,000), then the Teams will be required, for as long a period as such condition shall exist, to provide one or more irrevocable letters of credit in the amount equal to the difference between the combined aggregate stated net worth or fair value of equity of the Teams and One Hundred Million Dollars (\$100,000,000.00) in the form required by and consistent with Palm Beach County Policy and Procedure Memorandum No. CW-F-055 ("Letter of Credit").

7. Letter of Credit or Payment Bond. Guarantor may, at any time, present a Letter of Credit or Payment Bond in the amounts and according to the requirements set forth above in paragraph 6, instead of providing the CPA Firm or other Person (entity) certification described in paragraph 6, and thereafter Guarantor shall be obligated to maintain either a Letter of Credit or Payment Bond as security for the Guaranty in the amounts as set forth above and consistent with Palm Beach County Policies and Procedures.
8. Proprietary Business Information. To the extent permitted by law, this Guaranty does not provide County with access to any proprietary business or financial information of the Teams.
9. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida.
10. Severability. If any provision of this Guaranty should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Guaranty shall not be affected thereby.
11. Successors and Assigns. This Guaranty shall inure to the benefit of County and County's successors and assigns and DEO, and DEO's successors and assigns, under any of the County Documents in accordance with the terms thereof, and shall be binding upon Guarantor and its successors and assigns.
12. Waiver of Jury Trial. GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY COUNTY AGAINST GUARANTOR ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY.
13. Acceptance of Performance. County agrees to accept performance by Guarantor of all or any of the Obligations to be performed by the LLC under the County Documents with the same force and effect as though performed by the LLC thereunder.
14. Unconditional, Absolute, Irrevocable, General and Continuing Guaranty. The obligations of Guarantor under this Guaranty shall be unconditional, absolute, irrevocable, general and continuing, irrespective of the genuineness, validity, regularity or enforceability of the County Documents or any security which may have been given therefor or in connection therewith or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor. This Guaranty and the obligations of Guarantor hereunder shall not be affected, impaired, modified or released by reason of; (a) the making by the LLC of any assignment for the benefit of creditors or the bankruptcy or insolvency of the LLC, (b) any action taken by the LLC in any bankruptcy or insolvency proceeding, including, without limitation, disaffirmance or rejection of the County Documents, (c) any default by the LLC or a Team under the County Documents, (d) the liquidation or dissolution of the LLC, (e) any change in or termination of Guarantor's relationship to the LLC, (f) the enforcement by County or DEO of any of its rights under the County Documents, (g) the sale, conveyance, transfer or assignment

by the LLC, of all or any portion of its interest under the County Documents, including, but not limited to, any assignment to an Affiliate of the LLC as authorized by the County Documents, or (h) the transfer by an owner of an interest in the LLC, including its successors and assigns, of all or any part of its ownership interest in the LLC, at any time, to an Affiliate; it being agreed that in the event of any of the foregoing, the liability of Guarantor hereunder shall continue hereunder as if such event had not occurred. County and the LLC, without notice to or consent by Guarantor, may at any time or from time to time enter into such extensions, expansions, amendments, assignments, subleases, or other covenants with respect to the County Documents as they may deem appropriate or desirable, including, without limitation, an expansion of the performance obligations and Guarantor shall not be released thereby, but shall continue to be fully liable for the payment and performance of all obligations as so extended, expanded, amended, assigned, sublet, or otherwise modified.

15. Primary Liability; Performance Guaranty. The liability of Guarantor under this Guaranty shall be primary, direct and immediate, and not conditional or contingent upon pursuit by County or DEO of any remedies it may have against the LLC or any other Person with respect to the County Documents or any other agreement, whether pursuant to the terms thereof or by law or pursuant to any other security agreement or guaranty, except for pursuit by County of its remedies against the issuer of the Letter of Credit or Payment Bond securing this Guaranty. Guarantor and County each acknowledge and agree that this Guaranty is a guaranty of performance in respect to the Obligations. Any one or more successive or concurrent actions may be brought hereon against Guarantor with respect to the Obligations, either in the same action or proceeding, if any, brought against the LLC or any other person or entity, or in separate actions as often as County, or DEO, may deem advisable. Guarantor may be joined in any action against the LLC in connection with the County Documents. Recovery may be had by County or DEO against Guarantor in any action against Guarantor without County or DEO first pursuing or exhausting any remedy or claim against the LLC or any other person or entity, as the case may be, or their respective successors or assigns (except for pursuit by County of its remedies against the issuer of the Letter of Credit or Payment Bond securing this Guaranty) and Guarantor hereby waives any right it may have to require that County seek recovery against any other Person before seeking recovery against Guarantor (except for pursuit by County of its remedies against the issuer of the Letter of Credit or Payment Bond securing this Guaranty). Until termination of this Guaranty in accordance with the provisions hereof, the liability of Guarantor under this Guaranty shall continue after (i) any assignment or transfer by the LLC, or any successor thereof, of any of its interests under the County Documents or (ii) any assignment or transfer by County, or any successor thereof, of any of its interests under the County Documents.

16. Waiver of Presentment, Protest and Notices. Guarantor hereby expressly waives: (a) presentment and demand for payment and protest of nonpayment; (b) notice of acceptance of this Guaranty and of presentment, demand and protest; (c) notice of all indulgences under the County Documents; (d) demand for observance or performance of, or enforcement of, any terms and provisions of this Guaranty or the County Documents; (e) notices of default by or to the LLC under the County Documents; and (f) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

17. No Subrogation. Guarantor shall not enforce any right of subrogation it may now or hereafter have against the LLC by reason of any payments or acts of performance by Guarantor

in compliance with the obligations of Guarantor hereunder, and Guarantor shall not enforce any remedy which Guarantor now or hereafter shall have against the LLC by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder unless and until all of the Obligations of Guarantor have been fully discharged, performed and satisfied, whereupon Guarantor shall have such subrogation rights as may be allowed under applicable law.

18. No Setoff. No setoff, counterclaim or cross-claim, reduction or diminution of any obligation or any defense of any kind or nature (other than performance of the Obligations) shall be available to Guarantor in any action or proceeding brought by County or DEO to enforce the Obligations provided, however, that the foregoing shall not be deemed a waiver of the right of Guarantor to assert any compulsory counterclaim arising, from a claim brought by County or DEO hereunder, nor shall the foregoing be deemed a waiver of or prejudice in any manner whatsoever, Guarantor's right to assert any claim which constitutes a defense, setoff, counterclaim or cross-claim of any nature whatsoever against County in any separate action or proceeding. Guarantor agrees that if at any time all or any part of any amounts at any time received by County or DEO from Guarantor or the LLC, or any other Person, as the case may be, for or with respect to the Obligations is or must be rescinded or returned by County or DEO by reason of any judgment or decree of any court having jurisdiction (including, without limitation, by reason of the insolvency, bankruptcy or reorganization of Guarantor or the LLC, or any other Person), then Guarantor's obligations hereunder shall, to the extent of the amount rescinded or restored, be deemed to have continued in existence notwithstanding such previous receipt by County or DEO and the obligation guaranteed hereunder which was to have been discharged by such rescinded or restored amount shall continue to be effective or reinstated, as the case may be, to the extent of such amount, whether or not this Guaranty has terminated, and the obligations of the Guarantor shall survive the termination hereof.

19. Joint and Several and Cumulative Rights and Remedies. The rights and remedies afforded to County and DEO in this Guaranty are cumulative and are not exclusive of any other right or remedy against Guarantor or any other Person provided by law, in equity or under any other agreement or instrument and all such rights and remedies may be exercised singly or concurrently. No delay or omission by County or DEO in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any right or remedy hereunder shall be deemed made by County or DEO unless in writing and shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of County, and no single or partial exercise of any right or remedy hereunder shall preclude any other or further exercise thereof or of any other right or remedy. It is understood by the parties that other agreements similar to this Guaranty may, in County's or DEO's sole discretion, be executed and delivered by other Persons with respect to the County Documents. This Guaranty shall be joint and several and cumulative of any such agreements, and the liabilities and obligations of Guarantor hereunder shall in no event be affected or diminished by reason of such other agreements.

20. Entire Agreement. This Guaranty shall constitute the entire agreement of Guarantor with County with respect to Guarantor's guaranty of the Obligations.

21. Amendment. This Guaranty may not be modified or amended, except by an agreement in writing executed by Guarantor and County.

22. Guarantor's Representations. In order to induce County to enter into this Guaranty, Guarantor represents and warrants to County and DEO that as of the date hereof:

- (i) Guarantor is a limited liability company duly organized, validly existing, and in good standing under the law of the State of Washington, DC;
- (ii) Guarantor has the requisite power and authority to enter into and carry out the terms and provisions of this Guaranty, and the execution, delivery, and performance of this Guaranty have been duly authorized and approved by all requisite action;
- (iii) This Guaranty constitutes a valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms (subject to any bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting the rights and remedies of creditors general, and subject to the effect of general principles of equity, whether applied by a court of law or equity);
- (iv) Guarantor's execution and performance of this Guaranty will not result in a breach of violation of, or default under, any laws applicable to Guarantor or any agreement, order, commitment, judgment, or decree by which Guarantor is bound;
- (v) The person executing this Guaranty on behalf of Guarantor has all requisite authority to do so, as a duly authorized officer of Guarantor; and
- (vi) Guarantor is solvent and will not be rendered insolvent by reason of this Guaranty.

23. Notices. Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any notice, demand request, consent, approval or other communication with respect hereto, each such notice, demand, request, consent, approval or other communication (herein referred to as a "Notice") shall be in writing and shall be effective for any purpose only if given or served by (i) certified or registered U.S. Mail, postage prepaid, return receipt requested, (ii) personal delivery with a signed receipt or (iii) a recognized national courier service, addressed as follows (or to such other addresses as a party may direct by a Notice to the other party hereto):

If to Guarantor:

Mark D. Lerner
Vice Chairman & Principal Owner
Washington Nationals Baseball Club
Nationals Park
1500 South Capitol Street, SE
Washington, DC 20003

with a copy to:

Arthur Fuccillo
Executive Vice President

Lerner Enterprises
2000 Tower Oaks Boulevard
Eighth Floor
Rockville, Maryland 20852

If to County:

Palm Beach County
301 North Olive Avenue, 11th Floor
West Palm Beach, Florida 33401
Attention: County Administrator

with a copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Attention: Real Estate

with a copy to:

Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

with a copy to:

Division of Strategic Business Development
Florida Department of Economic Opportunity
107 E. Madison Street, MSC 80
Caldwell Building
Tallahassee, FL 32399

Any Notice may be given, in the manner provided in this Section 21, on behalf of any party by such party's attorneys as designed by such party by Notice hereunder. Every Notice shall be effective on the date actually received, as indicated on the receipt therefor or on the date delivery thereof is refused by the recipient thereof.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Guarantor, intending to be legally bound, has executed this Guaranty as of the day and year first above written.

WITNESSES:

WASHINGTON NATIONALS
BASEBALL CLUB, LLC, a
Washington, DC Limited Liability
Company

Thomas R. McMichael

Print Name: Thomas R. McMichael

By: *[Signature]*

Name: Arthur N. Fucilli

Glenda Y. Harvey

Print Name: Glenda Y. Harvey

Title: Authorized Representative

STATE OF _____)

COUNTY OF _____)

)ss:
)

The foregoing instrument was acknowledged before me this 20th day of October, 2015, by Arthur N. Fucilli, as Authorized Rep of the Washington Nationals Baseball Club, LLC, who is personally known to me or has produced DL# F-240-071-630-751 as identification.



TRACEY POWELL
MY COMMISSION # EE 105882
EXPIRES: February 2, 2016
Banded thru Notged History Services

Tracey Powell
Print Name: Tracey Powell
Notary Public

EXHIBIT J
SOLID WASTE RELOCATION

1. **Preamble.** This Agreement authorizes the LLC to relocate solid waste (other than reclaimed sand and fines) which are unsuitable materials on which to support structural improvements. Should the LLC implement the relocation option, the requirements of this Exhibit J, including obtaining all required regulatory approvals, shall apply.

2. **Preparation of Studies.** The LLC shall commission a study(ies) which, at a minimum, will evaluate the volume and type of solid wastes which are to remain on-Site, taking into account the list of prohibited materials listed in item 3 below, the level of constituents which were identified in the Limited Site Assessment Report prepared by URS and may be contained in any solid waste to be retained or relocated, the proposed location(s) to receive the solid waste, the proposed method of placement (ie: burying, piling, etc); distance(s) between solid waste and water table, proposed fill cap, compaction methodology, and a list of all required regulatory permits and approvals (Study). The conclusion of the Study shall be a specific purpose plan for the retention and/or relocation of solid waste on the Site in a format, and with content, suitable to clearly explain the proposal to the public at large. The County shall have the ability to review and approve the study for the sole purpose of determining compliance with this Section.

3. **Prohibited Materials.** The following materials shall be prohibited from remaining on-Site as herein contemplated and as part of the LLC's implementation of this cost savings measure:
 - a. any material other than solid waste which currently exists on the Site as result of the Site's historic use as the City of West Palm Beach Former Yard Trash Facility;
 - b. any material(s) that is classified, defined or otherwise identified as hazardous by any government entity, agency, organization and/or authority;
 - c. any non-solid material including, but not limited to, manure, oils, paint, pesticides, refrigerants and septage;
 - d. any material that is customarily acceptable for recycling (i.e. plastic, glass, paper, etc.) and reuse (i.e. wood, ferrous metal, etc.), excluding any residual and incidental amount thereof;
 - e. ammunition, guns, firearms, explosives and flares;
 - f. appliances;
 - g. batteries;
 - h. bio-medical waste, drugs, medicine and pharmaceuticals;
 - i. boats, vehicles, RVs and trailers and any other motorized device or part;
 - j. cathode ray tubes (CRTs);
 - k. drums/barrels, gas cylinders, and containers formerly used or intended for the storage of paint, fuel, or flammable content;
 - l. electronics;
 - m. ferrous metal;
 - n. grease, cooking oils, lubricating oil and petroleum based oils;

- o. fluorescent lamps;
- p. mercury containing devices;
- q. photo wastes, x ray waste and film;
- r. radio-active materials;
- s. special wastes such as manufacturing process wastes or filter media;
- t. tires;
- u. vegetative wastes including street sweepings; or
- v. asbestos containing materials ("ACM").

4. Coordination with Municipalities. After the County has approved the Study pursuant to Section 2, prior to making application to any regulatory agency for implementation of this cost savings measure (including the City of West Palm Beach in their regulatory capacity), and after distributing the results of the Study listed in Section 2 above, the LLC shall facilitate a discussion with the City of West Palm Beach (if the proposed location is in the Buffer Area and/or City Park). If the LLC is to move forward with the retention/relocation of solid waste, the LLC must obtain written documentation from the City confirming that the City has reviewed the Study and does not oppose the LLC implementing this measure.
5. Regulatory Permits and Approvals. The LLC shall have sole responsibility for securing the necessary regulatory permits and approvals to fully implement the retention and/or relocation of solid waste on Site. Other than executing any applications for regulatory permits and approvals, the County shall have no obligation to explain, support or otherwise comment on the LLC's proposal. Notwithstanding the above, the County shall have the right to comment if it so chooses.
6. Implementation. Prior to moving and covering any solid waste the LLC shall obtain and provide the County Representative with a letter signed and sealed by an engineer licensed in the State of Florida or other appropriately qualified professional that is licensed in the State of Florida; a) identifying the specific composition of the solid waste to be relocated, and b) attesting that all solid waste to remain on Site is in conformance with the list of prohibited materials in item 3 above.
7. Regulatory Compliance. The LLC, at its sole cost and expense, shall be responsible for complying with all terms and conditions associated with each and every regulatory approval required to relocate solid waste including, but not necessarily limited to, physical improvements to the Site that are otherwise not required, groundwater monitoring wells, groundwater sampling, audits, reports, and inspections as may be required by any permitting authority.
8. Liability. The LLC agrees to indemnify, defend, and save harmless the County from any and all cost, expense and liability arising from or out of or as a result of the LLC's implementation of this relocation of solid waste option. The LLC shall have full and complete responsibility for any removal, transport, remediation or disposal required in order to resolve and conclude any environmental action and restore compliance with environmental laws, as well as for reasonable attorney's fees and costs.

9. Allocation of Cost Savings. If this Cost Savings measure is implemented by the LLC, the LLC agrees that it will share the savings with the County as a Pre-Construction Cost Savings in accordance with Section 8.4.3 of this Agreement. The LLC also acknowledges that the Budgeted Amount will be reduced by the County's share of the savings and the treatment of the area for property insurance and renewal/replacement responsibility will be identified on Exhibit F of this Agreement.

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Cost-Benefit Analysis of the Spring Training Franchises' Impact on Palm Beach County



August 7, 2020

Key Findings: Ballpark of the Palm Beaches
Annual Reporting Requirement for 2020 State Funding Agreement

The Palm Beach County Tourist Development Council, utilizing our contracted agency for sports tourism marketing and grant administration the Palm Beach County Sports Commission, has provided the following details surrounding MLB Spring Training Baseball in Palm Beach County at the FITTEAM Ballpark of the Palm Beaches (FBTPB) and at our Roger Dean Chevrolet Stadium (RDCS). We have included RDCS in our report to highlight the fact that Palm Beach County holds the unique benefit of having two MLB Spring Training facilities, each housing two teams, the only County in Florida having made this investment to host four MLB teams for spring training.

The funding sources for the debt service and ongoing upkeep associated with the FBTPB are from a combination of Tourist Development Taxes (Bed Taxes) collected from visitors to Palm Beach County, a State of Florida Grant and use fees payable from the limited liability corporation (LLC) for the use of the spring training facility. Unfortunately, COVID 19 impacted our 2020 Economic Impact shortening our Spring Training Season and extending into our all-important summer season of amateur sports utilization as detailed in the attached reporting. The estimates for Houston Astro's and Washington Nationals at \$25.7 million for economic impact to the FBTPB in Palm Beach County, specifically for attending MLB Spring Training is detailed in the attached. Total Economic Impact for all MLB Spring Training in Palm Beach County's two stadiums was \$53.2 million, a decline year over year of (\$17.0) million or (25%) caused by the pandemic.

The research group of Downs & St. Germain were commissioned in 2019 to provide this annual economic impact study for Palm Beach County under the direction of the Palm Beach County Sports Commission.

Submitted by the Tourist Development Council:


Glenn Jergensen
Palm Beach County
Tourist Development Council, Executive Director



Palm Beach County Tourist Development Council
2195 Southern Boulevard, Suite 500, West Palm Beach, Florida 33406
D-(561) 233-3130 D-FACSIMILE (561) 233-3113



PALM BEACH COUNTY SPORTS COMMISSION

July 31, 2020

Mr. Glenn Jergensen
Executive Director
Palm Beach County Tourist Development Council
2195 Southern Blvd., Suite 500
West Palm Beach, FL 33406

Dear Glenn,

Palm Beach County is the Major League Baseball (MLB) Spring Training Capital of Florida. Since 1998, Palm Beach County has been home to Roger Dean Chevrolet Stadium in Jupiter, which was the first baseball complex in Florida to host two (2) MLB teams for Spring Training. Today, Roger Dean Chevrolet Stadium is occupied by the Miami Marlins and St. Louis Cardinals. In 2017, MLB Spring Training brought Florida its second baseball complex built to accommodate two (2) teams. FITTEAM Ballpark of the Palm Beaches, located in West Palm Beach, is home to the Houston Astros and Washington Nationals. The Palm Beaches represents Florida's only county that maintains two, two-team complexes. In total, four (4) of the fifteen (15) MLB teams participating in Florida's Grapefruit League are playing baseball in The Palm Beaches.

Although Palm Beach County experienced significant economic benefits from MLB Spring Training in 2020, the COVID-19 pandemic resulted in a shortened season and lost revenues. The MLB Spring Training Season ended 12 days earlier than planned due to the pandemic. Between FITTEAM Ballpark of the Palm Beaches and Roger Dean Chevrolet Stadium, a total of 38 MLB games were played in The Palm Beaches between February 22 and March 12, 2020. A total of 22 professional baseball games were canceled in Palm Beach County upon MLB's decision to suspend its Spring Training season on March 12. The 38 games generated a total attendance of **172,685**, which is the largest MLB Spring Training audience compared to other counties in Florida. Palm Beach County was home to 25% of Florida's spring training games and 20% of the Grapefruit League's attendance.

The leading attendance and annual impact can be influenced by many factors, but Palm Beach County is fortunate to have partnerships with the St. Louis Cardinals, Miami Marlins, Houston Astros, and Washington Nationals. These teams represent vibrant travel markets that are important to Florida's economy.

The Palm Beach County Sports Commission utilized Downs & St. Germain Research to conduct an economic impact study on the 2020 MLB Spring Training season taking place at FITTEAM Ballpark of the Palm Beaches and Roger Dean Chevrolet Stadium. Downs & St. Germain Research is a full-service market research firm based in Tallahassee, which was sourced by the Florida Sports Foundation to produce an economic impact study on MLB Spring Training taking place in Florida (Grapefruit League) in 2018.

In 2020, MLB Spring Training generated an economic impact of **\$53,156,700** in Palm Beach County. Out of the **172,685** attendance for MLB Spring Training in The Palm Beaches, 61% or 105,338 attendees traveled from outside of Florida or another Florida county. The influx of visitors during the 2020 MLB Spring Training is responsible for **37,600 hotel room nights** for Palm Beach County. Unfortunately, the 2020 economic impact derived from FITTEAM Ballpark of the Palm Beaches and Roger Dean Chevrolet Stadium are down from 2019, due to the pandemic. Palm Beach County lost **\$16,988,800 in economic impact** due to a shortened MLB Spring Training season. The economic impact that was achieved in 2020 reflects a 24% decline compared to 2019.

FITTEAM Ballpark of the Palm Beaches, which finished only its fourth MLB Spring Training season, created **\$25,687,700** of economic impact between the Washington Nationals and Houston Astros. The impact is a result of several aspects, including the demand for the two teams that competed in last year's World Series. The Washington Nationals won their first World Series Championship in franchise history while the Houston Astros were crowned as the American League Champions. This remarkable achievement for both teams motivated fan-bases to travel and experience the best of baseball. Furthermore, the Washington D.C. market is considered one of the "Super Six" travel markets, which creates the majority of domestic visitation for Florida. Individuals from Washington D.C. and surrounding areas are seeking a reason to visit the state. Houston also represents a strong travel market. The Houston Astros is one of two MLB teams from Texas, which is the third largest origin state for Florida visitors. Houston ranks as the 12th largest travel market for Florida.

Roger Dean Chevrolet Stadium spurred **\$27,469,000 of economic impact** between the St. Louis Cardinals and Miami Marlins. As one of the premier brands in Major League Baseball, the St. Louis Cardinals own a dedicated and loyal following from St. Louis and the surrounding Missouri towns, as well as the metro east Illinois area. The St. Louis Cardinals have one of the most faithful and active fan bases in sports and Palm Beach County is a routine spring vacation destination for these baseball enthusiasts across the Midwest. The Miami Marlins represent one of only two MLB franchises in Florida. The Miami Marlins create visitation to Palm Beach County through drive markets.

In addition to the St. Louis Cardinals and the Miami Marlins, Roger Dean Chevrolet Stadium is the only complex in the nation to host four minor league teams: The Jupiter Hammerheads of the Class A-Advanced Baseball Florida State League; The Palm Beach Cardinals of the Class A-Advanced Baseball Florida State League; The Gulf Coast Marlins of the Rookie-level Gulf Coast League; and The Gulf Coast Cardinals of the Rookie-level Gulf Coast League. This activity also creates economic benefits and stimulates bed tax revenues for The Palm Beaches.

PALM BEACH COUNTY SPORTS COMMISSION

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Palm Beach County's baseball facilities ranked among the leaders in total attendance for Florida's Grapefruit League. FITTEAM Ballpark of the Palm Beaches ranked fourth and Roger Dean Chevrolet Stadium was third in attendance compared to all other MLB Spring Training facilities in Florida. Only, Steinbrenner Field in Tampa, which is home to the New York Yankees, and JetBlue Park in Fort Myers, which is home to the Boston Red Sox, generated a higher attendance.

Due to the amenities that accompany a two-team complex, FITTEAM Ballpark of the Palm Beaches in combination with Roger Dean Chevrolet Stadium, has transformed Palm Beach County into the premier destination for amateur baseball events. The nation's largest baseball tournaments are taking place in Palm Beach County, including some of the most admired brands in amateur baseball. These baseball tournaments are utilizing both, FITTEAM Ballpark of the Palm Beaches and Roger Dean Chevrolet Stadium from April through November, creating year-round activity. In addition to baseball, FITTEAM Ballpark of the Palm Beaches has the capability to host a multitude of other sports activities. The complex features five (5) multi-purpose fields, designed to FIFA (Fédération Internationale de Football Association) soccer specifications. The multi-purpose fields are an ideal home for field sports, such as soccer, lacrosse, rugby, field hockey, flag and tackle football, and more. The economic benefits derived from amateur baseball tournaments and other sports activities is substantial.

Major League Baseball, and specifically, the St. Louis Cardinals, Miami Marlins, Houston Astros, and Washington Nationals, have been, and will continue to be an extremely beneficial investment for Palm Beach County. The Palm Beach County Sports Commission looks forward to growing the number of sports related visitors that are traveling to The Palm Beaches to experience the best of baseball. Our Sports Commission will continue to create a positive impact through promotion and utilization of these facilities.

Sincerely,



George Linley
Executive Director
Palm Beach County Sports Commission

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Cost Benefit Analysis – Spring Training Facilities

FITTEAM Ballpark of the Palm Beaches / Roger Dean Chevrolet Stadium

Economic Impact & Year-Round Usage Summary



Economic Impact of Major League Baseball Spring Training in Palm Beach County

Major League Baseball (MLB) Spring Training brings an immense economic and tourism impact to Palm Beach County. The below information has been assembled to project the economic impact created from Spring Training activity that occurred at FITTEAM Ballpark of the Palm Beaches, located in West Palm Beach and Roger Dean Chevrolet Stadium, located in Jupiter.

FITTEAM Ballpark of the Palm Beaches, which hosts the Houston Astros and Washington Nationals, completed its 4th MLB Spring Training season since opening in February of 2017. Roger Dean Chevrolet Stadium, home to the St. Louis Cardinals and Miami Marlins completed its 23rd season in The Palm Beaches. These two facilities represent the only two-team MLB Spring Training complexes that reside in Florida.

The 2020 MLB Spring Training season was significantly impacted by the COVID-19 pandemic. On March 12th, Major League Baseball announced that spring training games would be cancelled due to the pandemic. FITTEAM Ballpark of the Palm Beaches and Roger Dean Chevrolet Stadium both lost their last 10 spring training games, which equals 20 total games or 1/3 of Palm Beach County's 60-game MLB Spring Training Season. The pandemic adversely impacted attendance, bed tax creation, and economic impact.



Economic Impact of Major League Baseball Spring Training at the FITTEAM Ballpark of The Palm Beaches

Home to the Houston Astros, and Washington Nationals, FITTEAM Ballpark of the Palm Beaches, is one of two baseball complexes in Florida that accommodates two MLB franchises. The other baseball complex in Florida that hosts two MLB teams also resides in Palm Beach County (Roger Dean Chevrolet Stadium).

FITTEAM Ballpark of the Palm Beaches accumulated a total attendance of **82,179** over 20 games with an economic impact of **\$25,687,700**. The Washington Nationals contributed **\$14,647,800** in economic impact while the Houston Astros compiled **\$11,039,900** of impact.

Economic Impact of Major League Baseball Spring Training at Roger Dean Chevrolet Stadium

Roger Dean Chevrolet Stadium contributed to Palm Beach County's tourism economy through its Major League Baseball (MLB) Spring Training season. Roger Dean Chevrolet Stadium, which is home to the St. Louis Cardinals and the Miami Marlins, joins the FITTEAM Ballpark of the Palm Beaches as the only baseball complexes in Florida housing two MLB franchises.

Total attendance for MLB Spring Training at Roger Dean Chevrolet Stadium reached **90,506** over 20 games. The St. Louis Cardinals accumulated **\$19,146,800** in economic impact while the Miami Marlins were responsible for **\$8,322,200** of impact. Considering the Miami Marlins are one of only two Major League Baseball teams based in Florida, their attendance numbers will not be used as input toward the economic impact projections.

Covid-19 Impacts on the 2020 MLB Spring Training Season

Palm Beach County experienced a shortened Major League Baseball (MLB) Spring Training season in 2020, due to the Covid-19 pandemic. The MLB Spring Training Season ended 12 days earlier than planned due to the pandemic. Palm Beach County hosted only 38 of the 60 games that were scheduled. FITTEAM Ballpark of the Palm Beaches finished 18 of its 30-games while Roger Dean Chevrolet Stadium completed 20 of its 30 games. A total of 22 professional baseball games were canceled in Palm Beach County upon MLB's decision to suspend its Spring Training season on March 12.

The 2020 economic impact derived from FITTEAM Ballpark of the Palm Beaches and Roger Dean Chevrolet Stadium are down from 2019, because of these venues losing more than one-third of their scheduled games. Palm Beach County lost **\$16,988,800 in economic impact** due to a shorten MLB Spring Training season. MLB Spring Training created **\$53,156,700 in economic impact** in 2020, which is a 24% decline compared to 2019.



FITTEAM Ball Park of the Palm Beaches – MLB Spring Training Complex- Multi-Purpose - Year-Round Use

FITTEAM Ballpark of the Palm Beaches is a Major League Baseball (MLB) Spring Training Complex equipped with multi-sports capabilities, which allows for utilization on a year-round basis. The facility, which features a modernized 7,500 seat baseball stadium, 13 MLB regulation baseball diamonds, state-of-the-art press box and clubhouse facilities, and five (5) multi-purpose fields designed to FIFA soccer specifications, is built to host a variety of sports activities throughout the year. This facility undoubtedly enhances Palm Beach County's position as a premier sports destination while hosting sporting events that create widespread economic and community benefits. The Palm Beach County Sports Commission, as the sports tourism agency for Palm Beach County, recruits and develops a variety of sporting events to occupy FITTEAM Ballpark of the Palm Beaches. These events will bring visitors from across the state, nation, and globe.

Economic Impact of Amateur Baseball Events in Palm Beach County

The combination of FITTEAM Ballpark of the Palm Beaches and Roger Dean Chevrolet Stadium provides a significant competitive advantage for the Palm Beach County Sports Commission and its efforts to secure regional and national baseball tournaments that will create a countywide tourism impact to The Palm Beaches. These baseball complexes offer 26 diamonds and two stadiums, which makes Palm Beach County one of Florida's premier destinations for baseball. From July 1, 2019 to June 30, 2020, the Palm Beach County Sport Commission supported 18 regional, national, and global baseball tournaments, showcases, and camps, which attracted primarily amateur and youth athletes. The amateur baseball tournaments occupying FITTEAM Ballpark of the Palm Beaches and Roger Dean Chevrolet Stadium brought nearly **600 teams** consisting of more than **10,000 athletes** and **19,500 spectators** to The Palm Beaches. A total of **19,588 hotel room nights** were tracked. These events generated **\$13,711,600 in economic impact** for Palm Beach County's hospitality industry. Please see the attached spreadsheet, referred to as "Amateur Baseball Events in Palm Beach County", for a detailed breakdown of this impact.

Unfortunately, the amateur baseball event portfolio, which was scheduled to take place at Palm Beach County's MLB Spring Training facilities this year, was dramatically diminished. All regional and national baseball events planned for the spring and summer of 2020 were canceled or relocated due to the Covid-19 pandemic. **Both, the economic impact and hotel room night production related to Palm Beach County's portfolio of amateur baseball events, declined by 34% due to Covid-19.**

The Palm Beach County Sports Commission believes the tourism created from baseball activities during Palm Beach County's shoulder season will rise to pre-Covid levels once conditions improve. The combination of FITTEAM Ballpark of the Palm Beaches and Roger Dean Chevrolet Stadium provides a landscape to recruit tourism generating baseball events and foster the growth of amateur baseball properties.



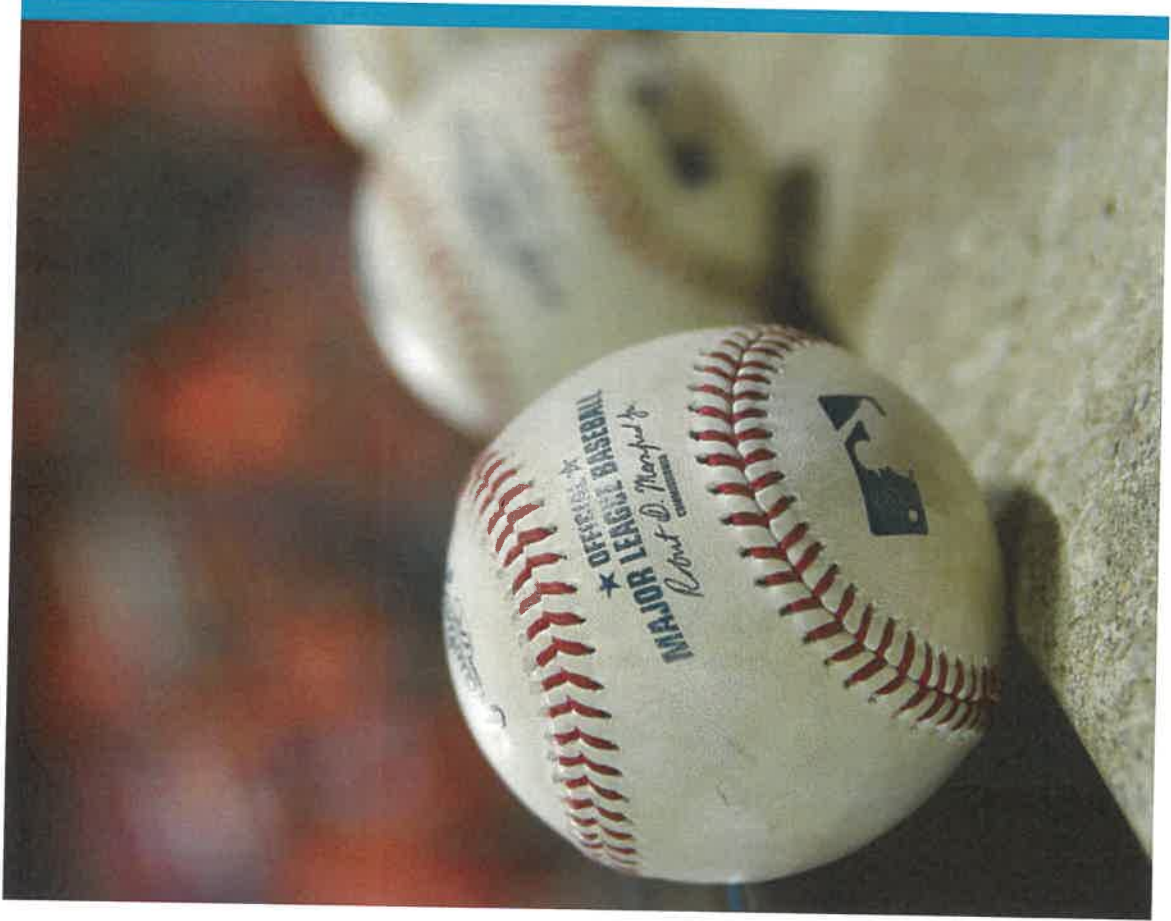
FITTEAM Ballpark of the Palm Beaches is a Multi-Purpose Venue

In addition to baseball, FITTEAM Ball Park of the Palm Beaches, has the capability to host a multitude of other sports activities. This facility features five (5) multi-purpose fields designed to FIFA (Fédération Internationale de Football Association) soccer specifications. The Palm Beach County Sports Commission utilizes the multi-purpose fields to promote sports tourism and recruit statewide, national, and international sports events that would enlist a collection of new visitors for Palm Beach County and Florida. The multi-purpose fields have the capability to host a variety of field sports, such as soccer, lacrosse, rugby, field hockey, flag and tackle football and more. The FIFA dimensions are applicable to host all age groups and competition levels for the nation's most popular field sports.

Five (5) non-baseball events occupied the multi-purposes fields located at the FITTEAM Ballpark of the Palm Beaches from October – May. The Palm Beach Cup, a Florida Youth Soccer Association (FYSA) sanctioned soccer tournament for boys and girls (ages 9 to 19) was scheduled to take place in May. Unfortunately, the event was canceled due to Covid-19. Over 180 teams from across Florida and the southeast region of the United States would have played. The Florida Youth Soccer Association (FYSA) also sanctioned the Gardens Classic, which attracted over 100 teams from across Florida and occupied a variety of venues in Palm Beach County, including FITTEAM Ballpark of the Palm Beaches, this past November. The Monster Mash Lacrosse Bash, South Florida Turkey Shootout and Florida Lacrosse Festival, took place at FITTEAM Ballpark of the Palm Beaches from October - January. These lacrosse tournaments attracted teams and athletes from across the nation.

Overtime, FITTEAM Ballpark of the Palm Beaches will attract more sports activities that create economic and community benefits on a year-round basis. FITTEAM Ballpark of the Palm Beaches has already demonstrated its ability to be a superior vehicle for sports tourism over its young four-year life cycle.



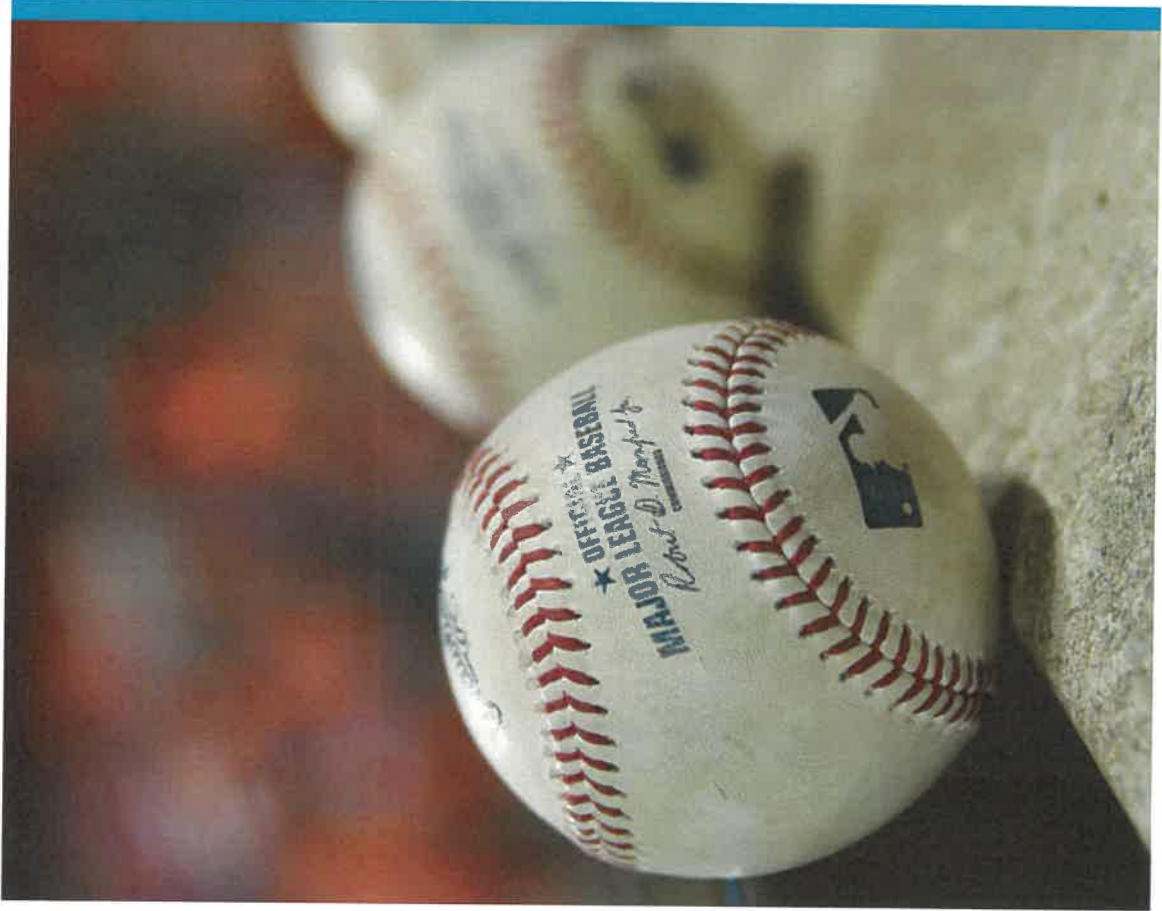


2020 Major League Baseball

Palm Beach County Spring
Training Economic Impact Study

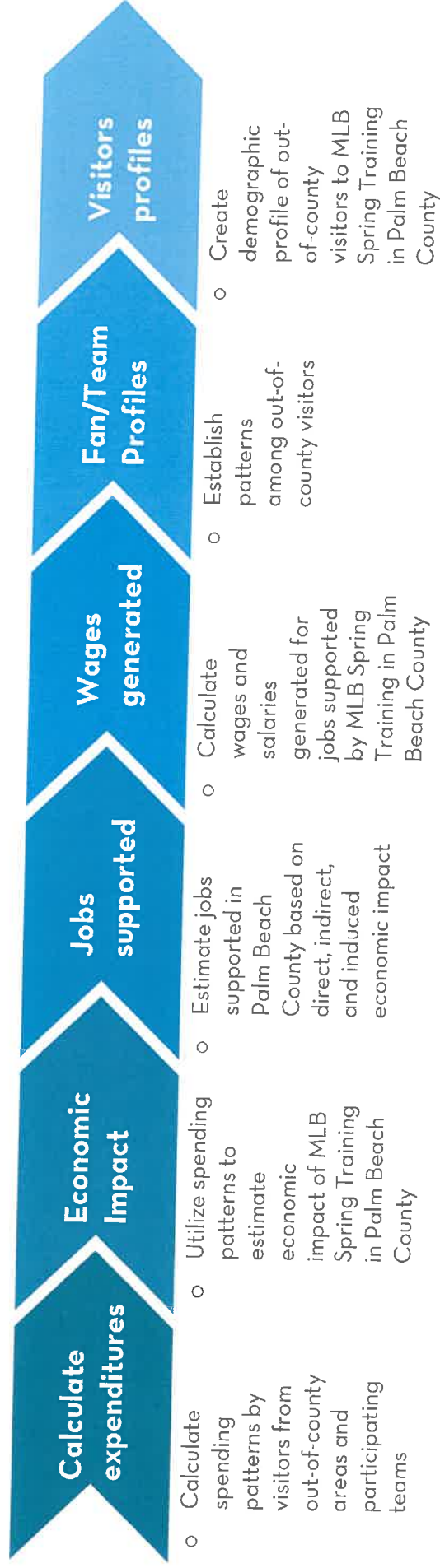
Presented by Downs & St. Germain Research



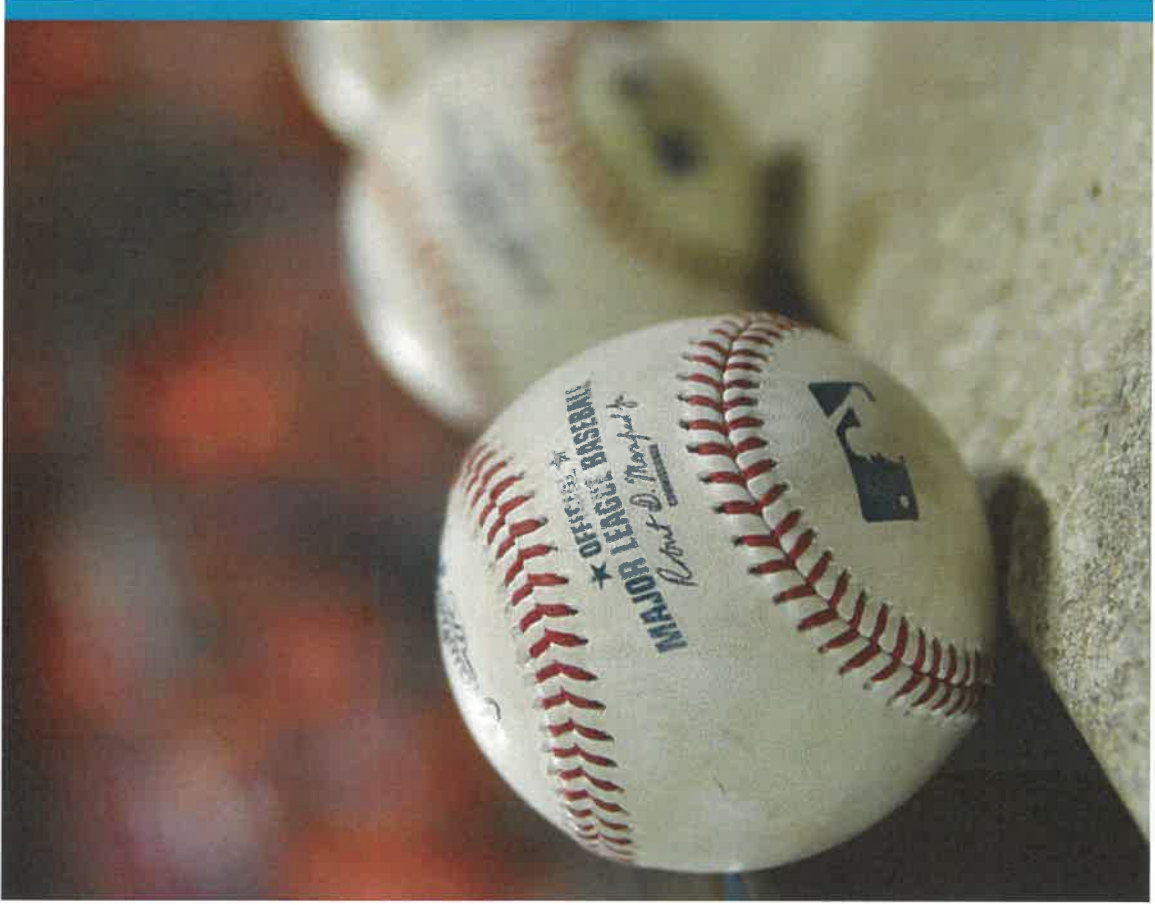


INTRODUCTION

STUDY GOALS



EXECUTIVE SUMMARY



Economic Impact 2019 vs. 2020



The 2020 Spring Training season was cut short due to the COVID-19 pandemic. This cost Palm Beach County at least **\$16,988,800** in economic impact.

	2019	2020	Percent Change
Economic Impact	\$70,145,500	\$53,156,700	-24.2%

TOTAL ECONOMIC IMPACT

MLB Spring Training
2020 generated an
economic impact of
\$53,156,700
in Palm Beach County



\$53,156,700 ECONOMIC IMPACT

\$32,557,900 DIRECT SPENDING

\$18,802,900 WAGES

570 JOBS



ECONOMIC IMPACT OF FANS



Spring Training 2020 fans from outside of Palm Beach County generated an economic impact of **\$38,834,300** in Palm Beach County



\$38,834,300 ECONOMIC IMPACT

\$23,824,700 DIRECT SPENDING

\$12,148,800 WAGES

375 JOBS



downs & st. germain
RESEARCH

ECONOMIC IMPACT OF TEAM SPENDING



Team spending during
2020 MLB Spring
Training generated an
economic impact of
\$14,322,400
in Palm Beach County*



\$14,322,400 ECONOMIC IMPACT

\$8,733,200 DIRECT SPENDING

\$6,654,200 WAGES

195 JOBS

*Based on team spending data
collected by MLB in 2018.



downs & st. germain
RESEARCH

ATTENDEES & GAMES



2020 MLB Spring
Training in Palm Beach
County attracted

180,541

local and visiting fans to
Palm Beach County
Spring Training games



180,541 FANS ATTENDING

60,404 UNIQUE ATTENDEES¹

4,400 ATTENDEES PER GAME

41 GAMES PLAYED

¹Unique attendees differ from total fans attending since many unique attendees go to multiple games.



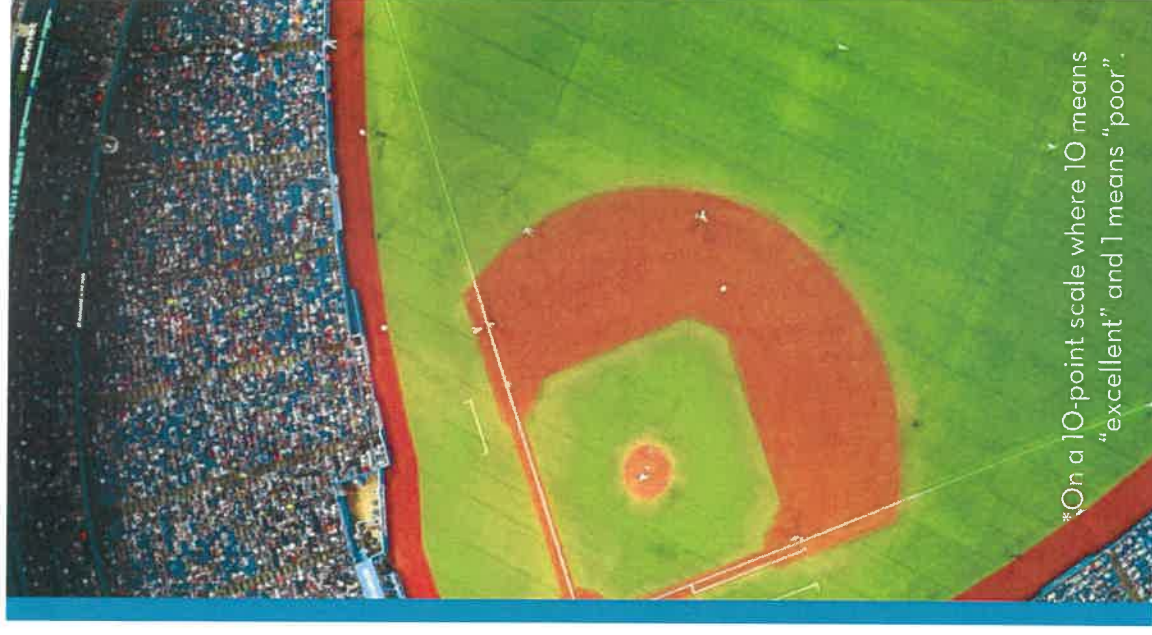
downs & st. germain
RESEARCH

ATTENDEE ORIGINS



VISITING ATTENDEE PROFILE

- Attended **3.0** Spring Training games
- **25%** traveled with children
- **81%** visited for Spring Training
- Top activities were dining out (**57%**) and visiting the beach (**44%**)
- Were **59** years old
- Earned **\$109,600** per year in household income
- Came from the Midwest (**29%**)
- **50%** drove to Palm Beach County to attend Spring Training
- Gave 2020 MLB Spring Training in Palm Beach County a **9.0** rating*
- **88%** plan on returning for future Spring Training games



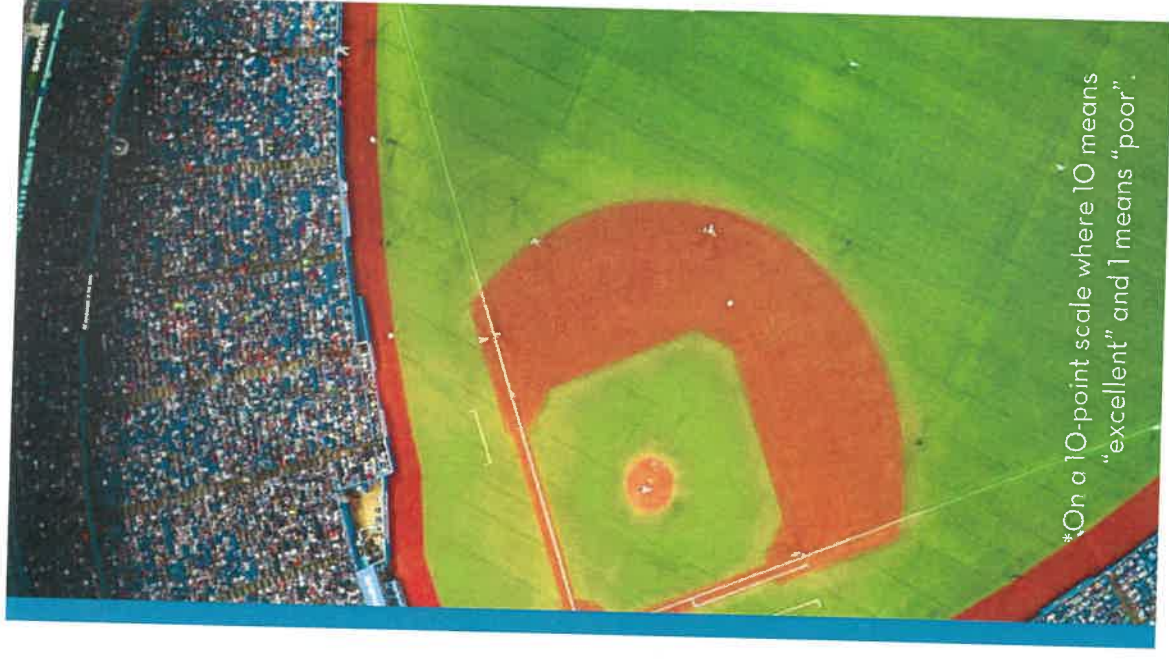
*On a 10-point scale where 10 means "excellent" and 1 means "poor".

ROOM NIGHTS

2020 MLB Spring Training in
Palm Beach County generated

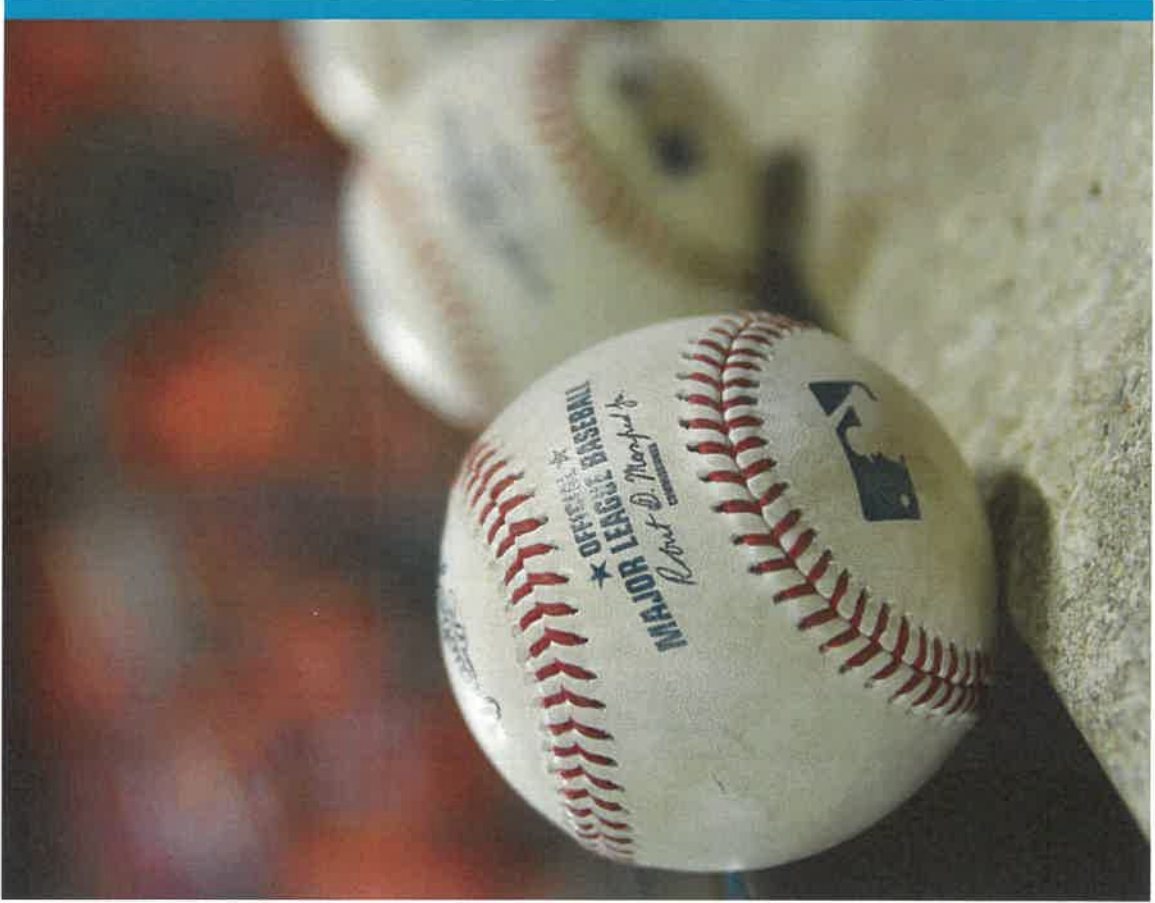
37,600

room nights in Palm Beach
County hotels, vacation rentals,
and other paid accommodations



*On a 10-point scale where 10 means
"excellent" and 1 means "poor".

ECONOMIC IMPACT BY TEAM



ST. LOUIS CARDINALS



\$19,146,800 ECONOMIC IMPACT

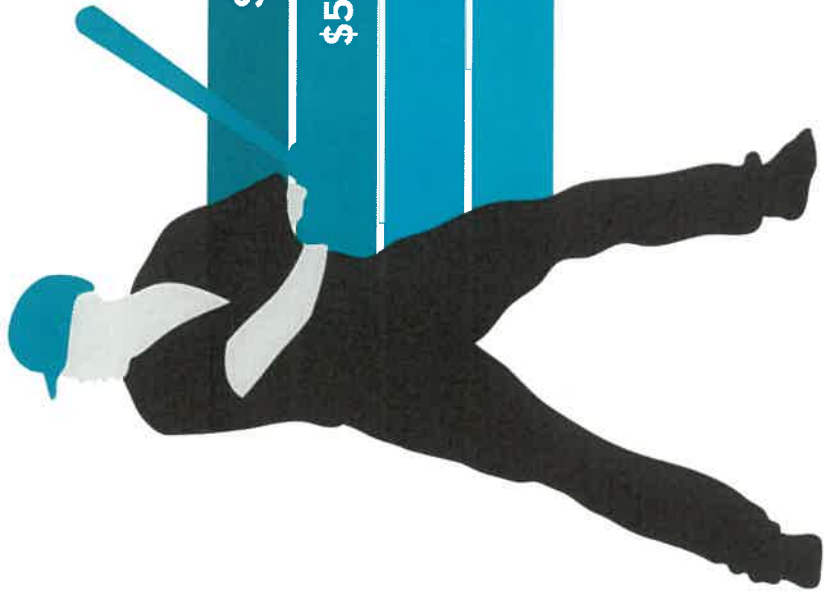
\$11,727,200 DIRECT SPENDING

\$6,214,500 WAGES

171 JOBS



MIAMI MARLINS



\$8,322,200 ECONOMIC IMPACT

\$5,097,300 DIRECT SPENDING

\$3,079,800 WAGES

98 JOBS



HOUSTON ASTROS

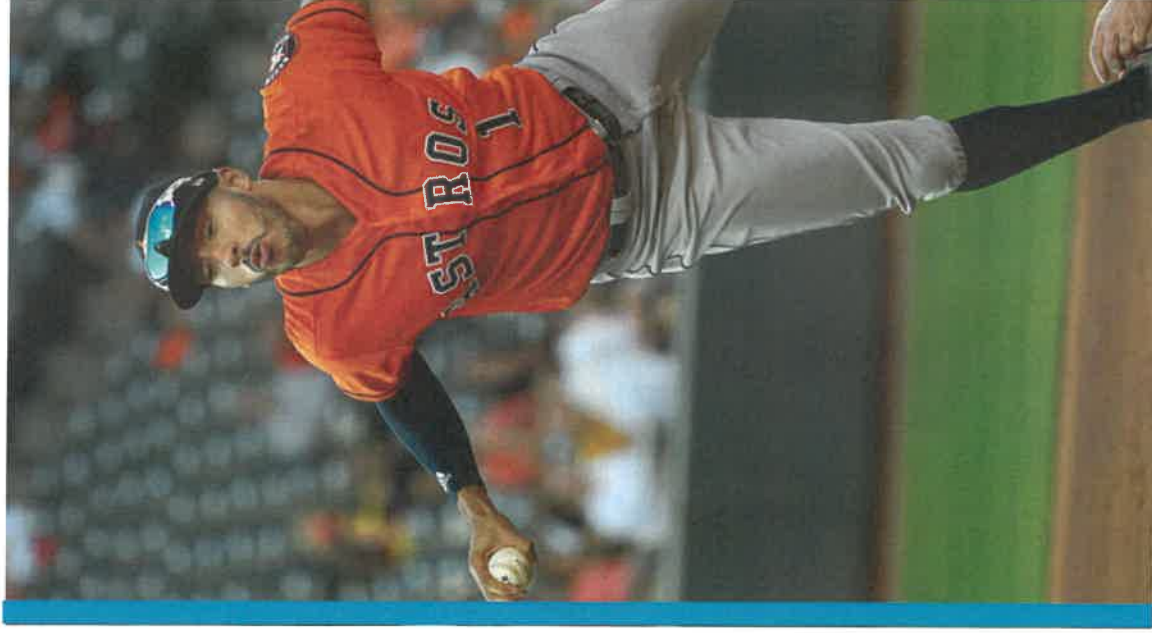


\$11,039,900 ECONOMIC IMPACT

\$6,761,800 DIRECT SPENDING

\$4,311,000 WAGES

143 JOBS



WASHINGTON NATIONALS



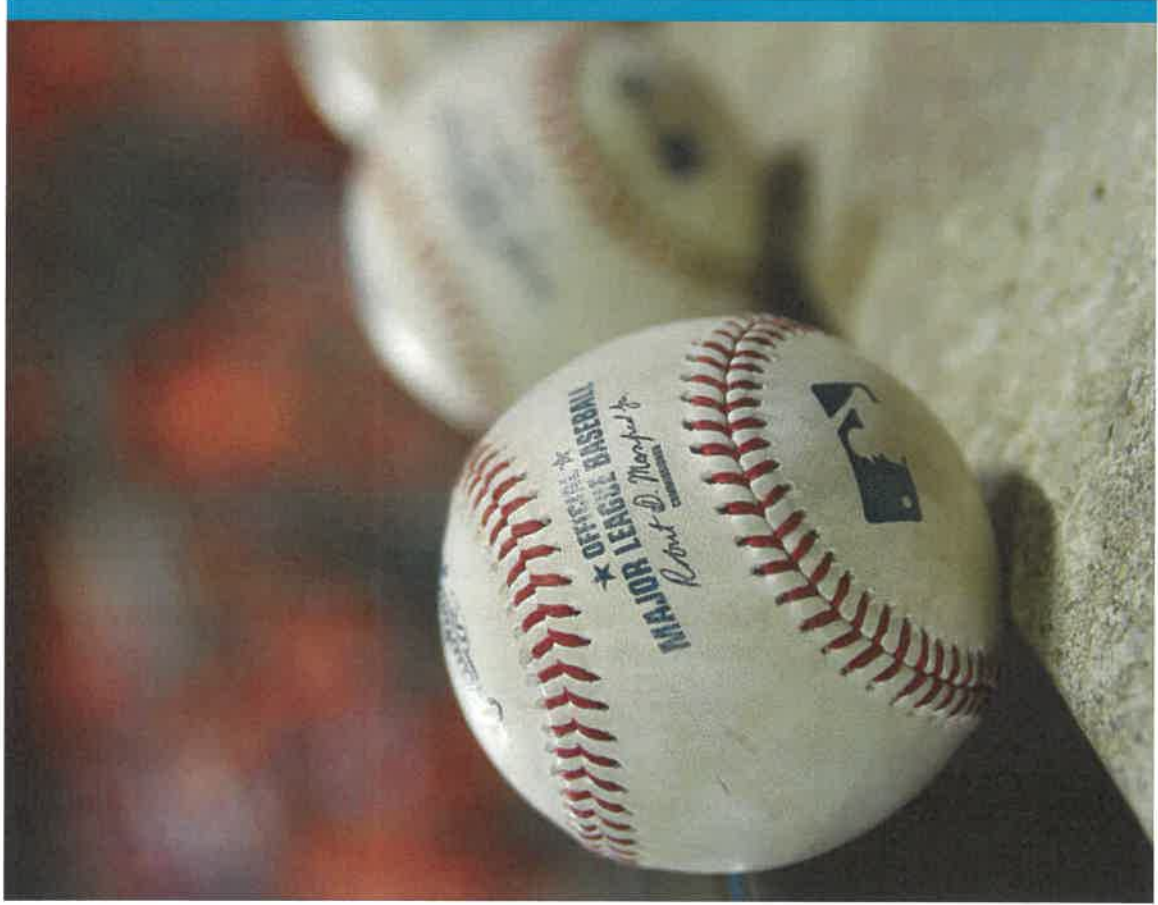
\$14,647,800 ECONOMIC IMPACT

\$8,971,600 DIRECT SPENDING

\$5,197,600 WAGES

158 JOBS





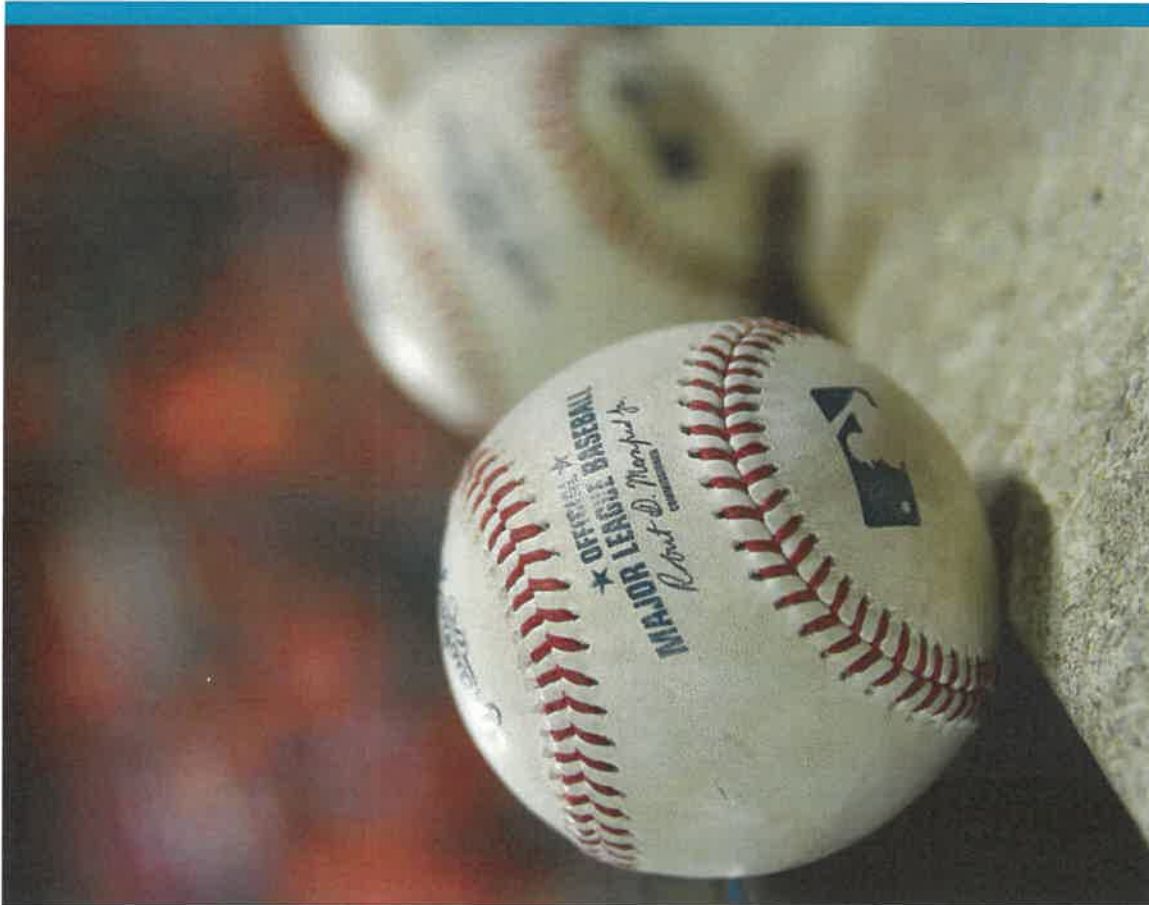
VISITING ATTENDEE SPENDING

VISITING ATTENDEE SPENDING



EXPENDITURE	TOTAL
Accommodations	\$6,387,800
Restaurants	\$6,168,300
Groceries	\$1,156,200
Shopping	\$4,039,300
Entertainment	\$3,979,500
Transportation	\$1,510,500
Other	\$583,100
TOTAL	\$23,824,700

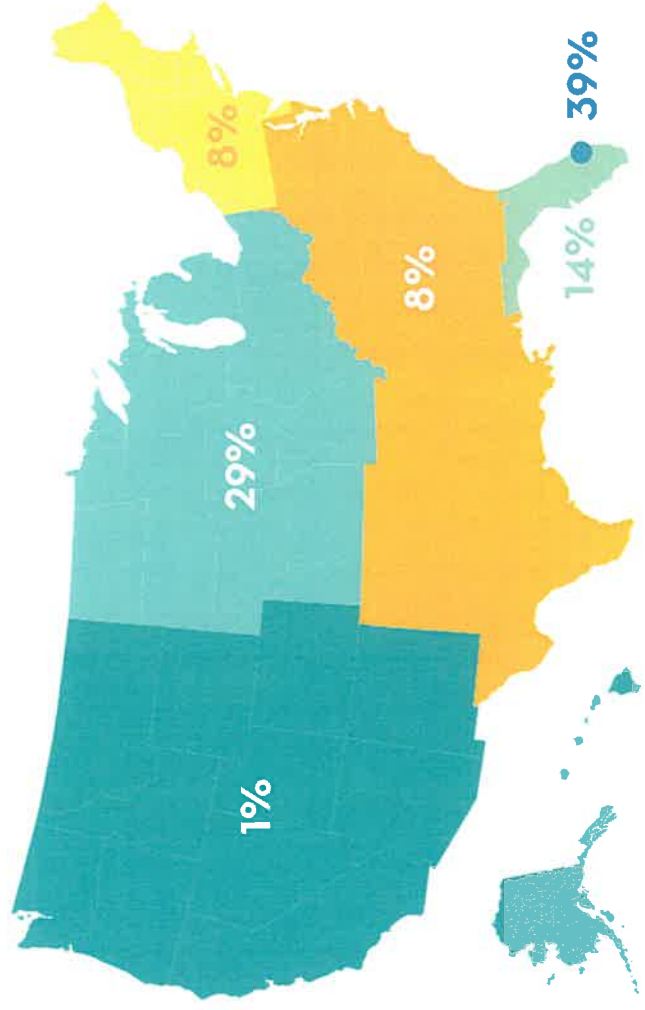
ATTENDEE ORIGIN



REGION OF ORIGIN



3 in 10 Spring Training attendee traveled to Palm Beach County from the Midwest

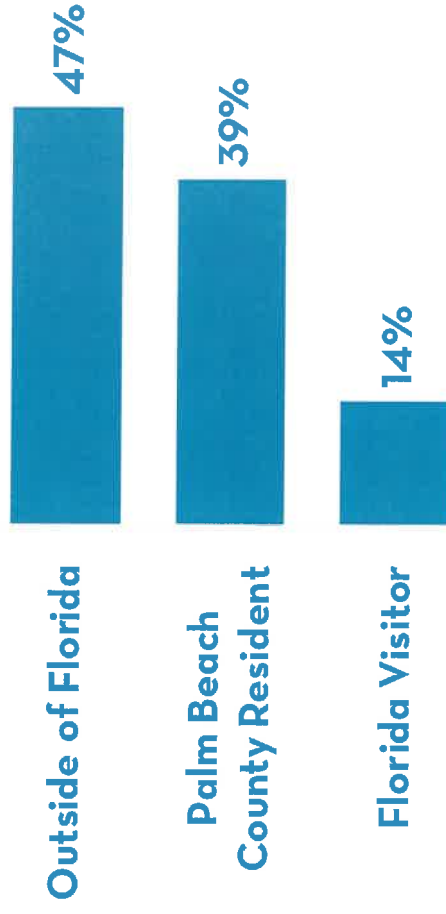


ATTENDEE BREAKDOWN



2 in 5 Spring Training attendees lived in Palm Beach County

Nearly **1 in 2** Spring Training attendees traveled to Palm Beach County from outside of Florida



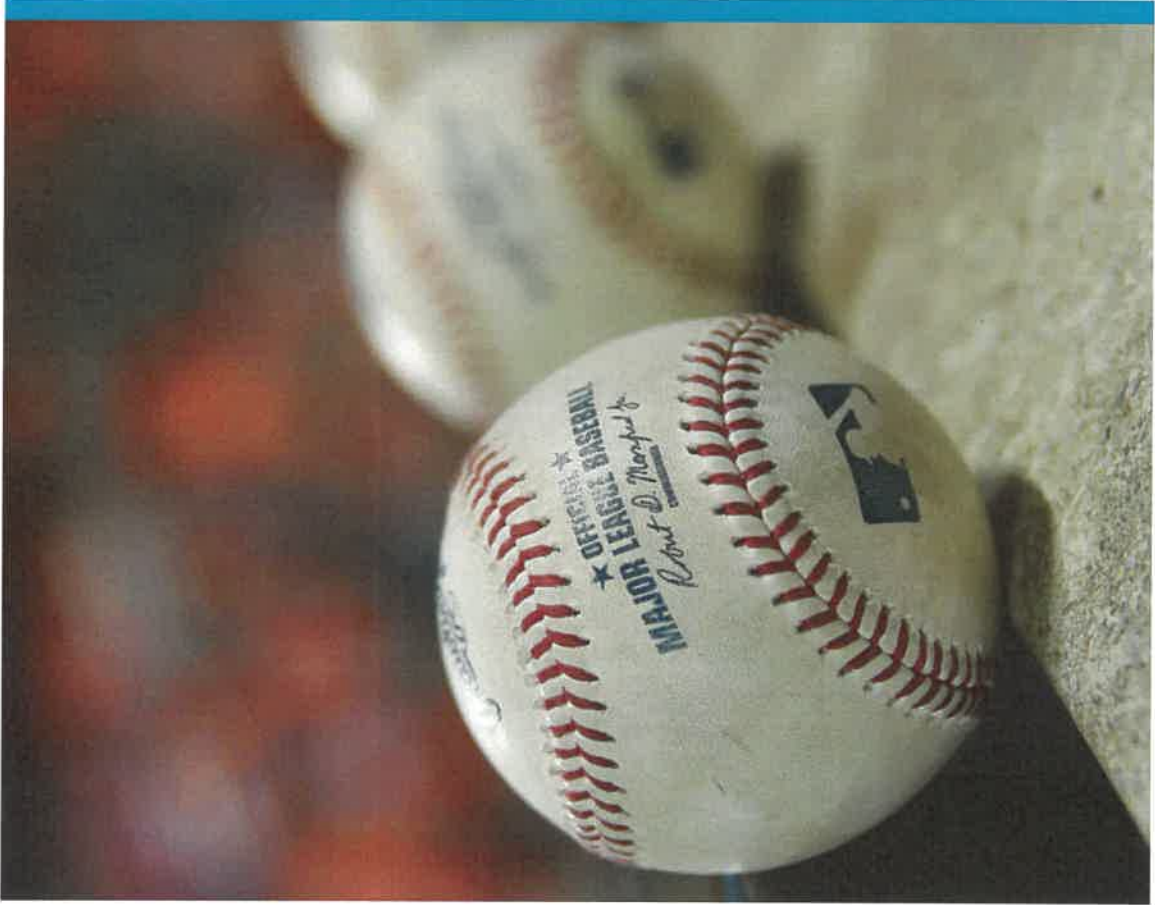
MARKET OF ORIGIN



31% of Spring Training attendees traveled to Palm Beach County from **7** out-of-county markets

Top Origin Markets

Palm Beach County	39%
St. Louis	9%
Miami - Ft. Lauderdale	6%
Houston	4%
New York City	4%
Washington D.C. - Baltimore	3%
Atlanta	3%
Orlando	2%



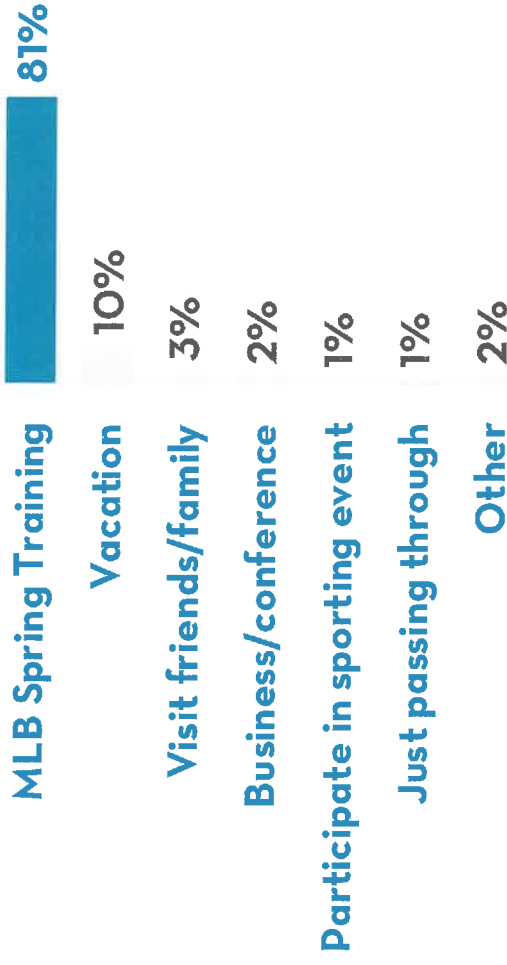
VISITING ATTENDEE TRAVEL PROFILE



REASONS FOR VISITING



4 in 5 visiting attendees came to Palm Beach County for the purpose of attending Spring Training

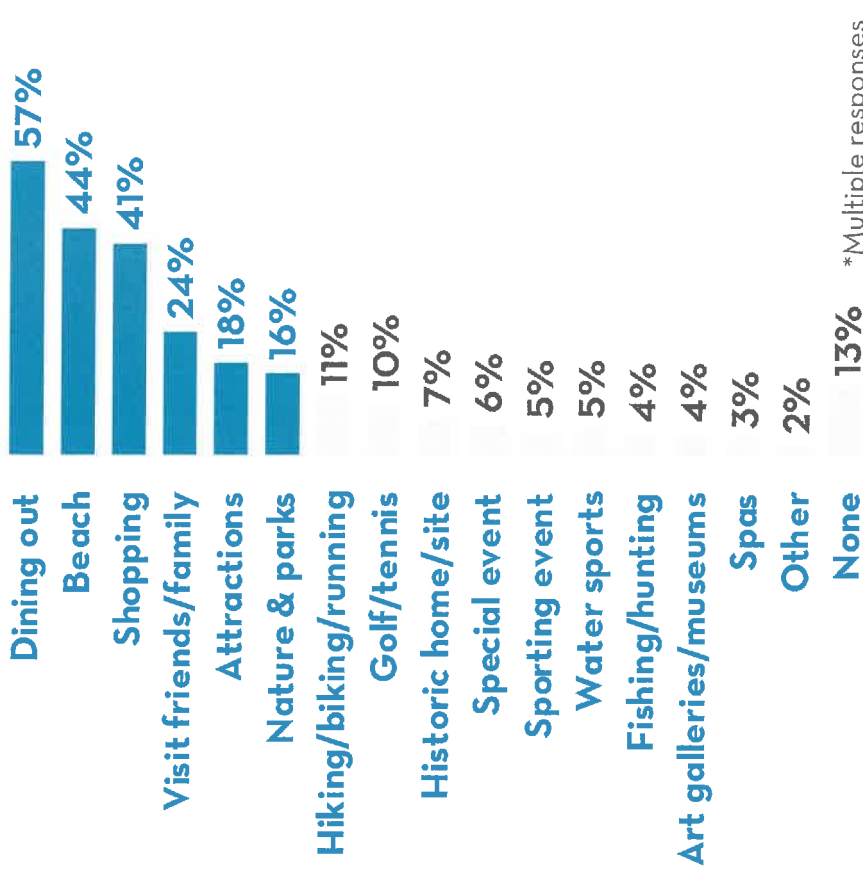


VISITOR ACTIVITIES*

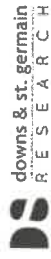


57% of visiting attendees dined out during their visit to Palm Beach County

1 in 8 visiting attendees did not participate in any activities other than Spring Training during their trip



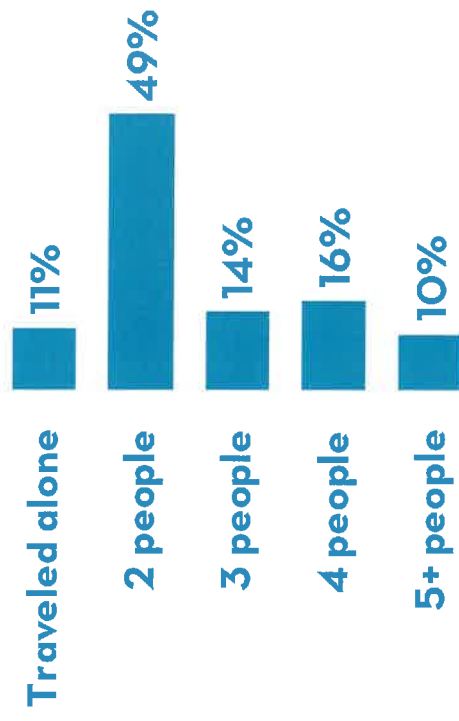
*Multiple responses permitted.



TRAVEL PARTIES

The typical visiting attendee came to Palm Beach County in a travel party of **2.8** people

1 in 4 visiting attendees came to Palm Beach County with one or more children in their travel party

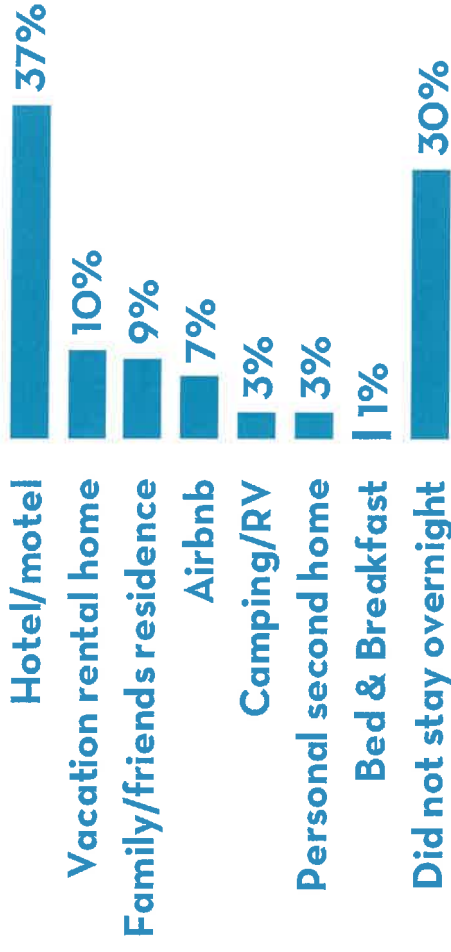


OVERNIGHT VISITORS



7 in 10 visiting attendees to 2020 Spring Training stayed overnight in Palm Beach County

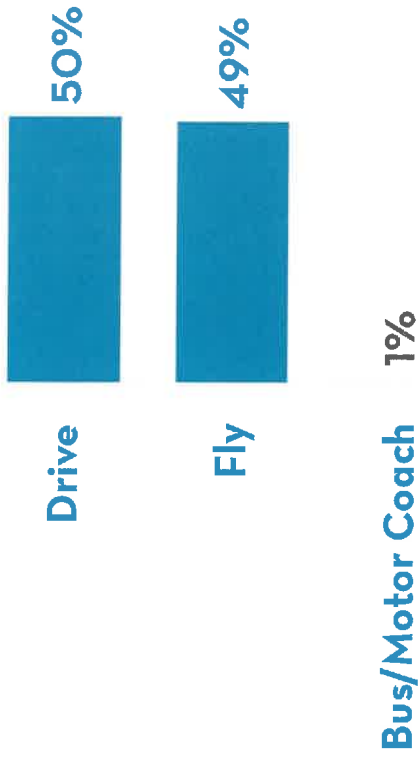
Typical overnight visitors stayed **3.9** nights in Palm Beach County related to Spring Training



TRANSPORTATION



Travel to Palm Beach County among visiting attendees was **split** between driving and flying

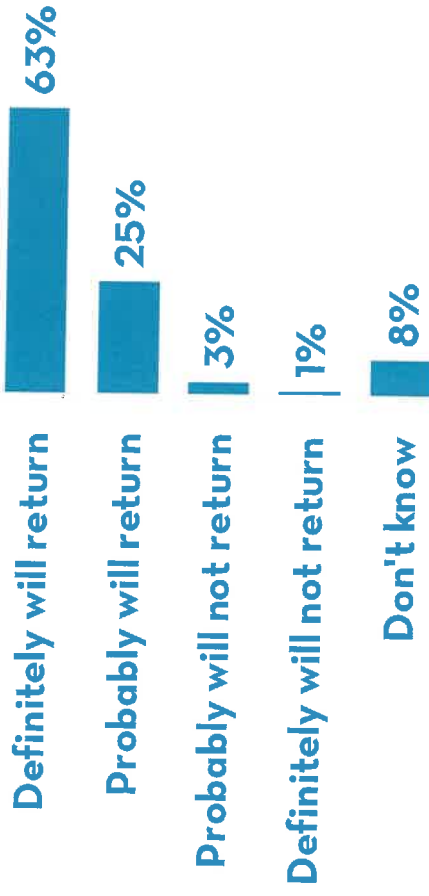


VISITOR SATISFACTION



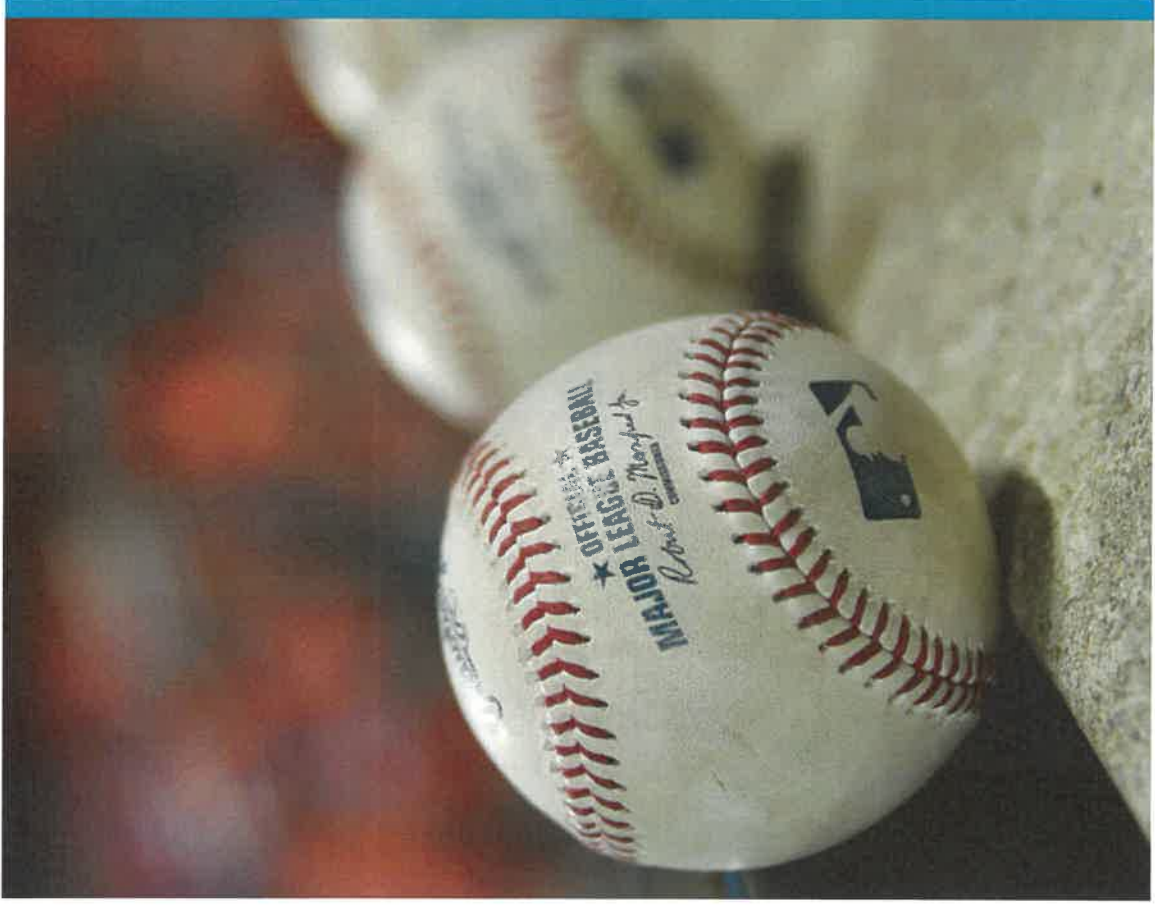
Typical visiting attendees rated their satisfaction with Palm Beach County Spring Training at a **9.0**

7 in 8 visiting attendees will return to Palm Beach County to attend future Spring Training games



downs & st. germain
RESEARCH

VISITING ATTENDEE DEMOGRAPHICS

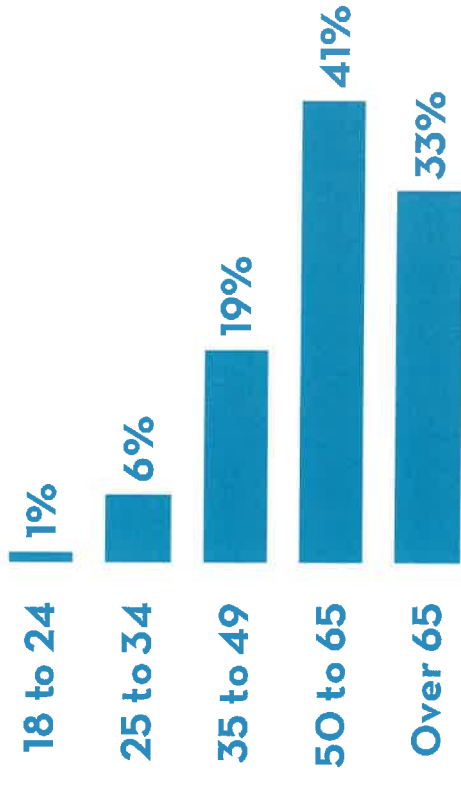




AGE



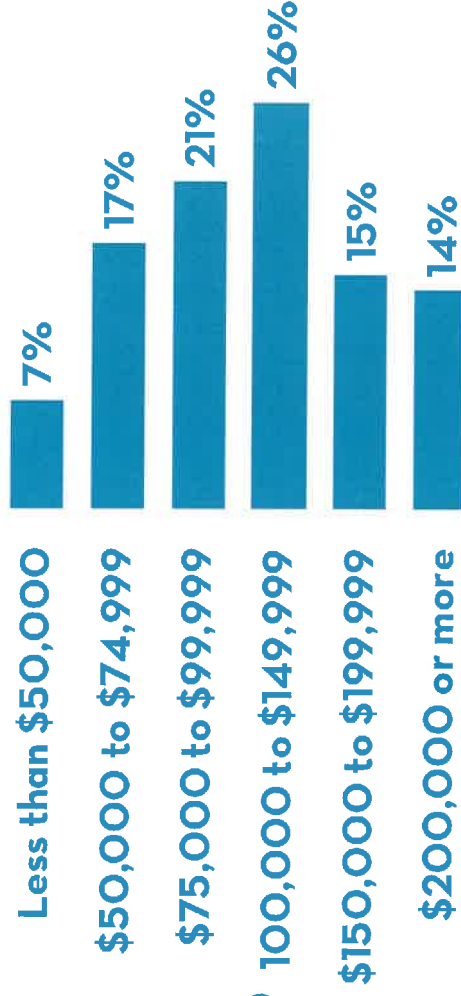
Typical visiting attendees to 2020 Spring Training in Palm Beach County were **59** years old



HOUSEHOLD INCOME



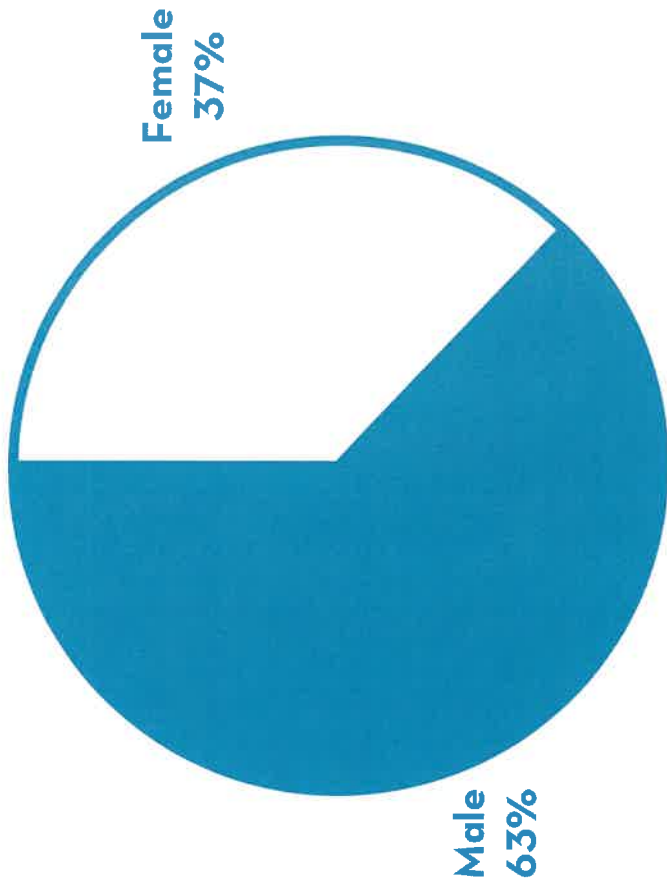
Typical visiting attendees to
2020 Spring Training in Palm
Beach County earned **\$109,600**
per year



GENDER



63% of visiting attendees to 2020 Spring Training in Palm Beach County were male



RESEARCH DESIGN



Data Collection

1,334 surveys were conducted with attendees to Spring Training in Palm Beach County online and in-person at Roger Dean Chevrolet Stadium and FITTEAM Ballpark during the 2020 MLB Spring Training season

METHODOLOGY



Economic Impact

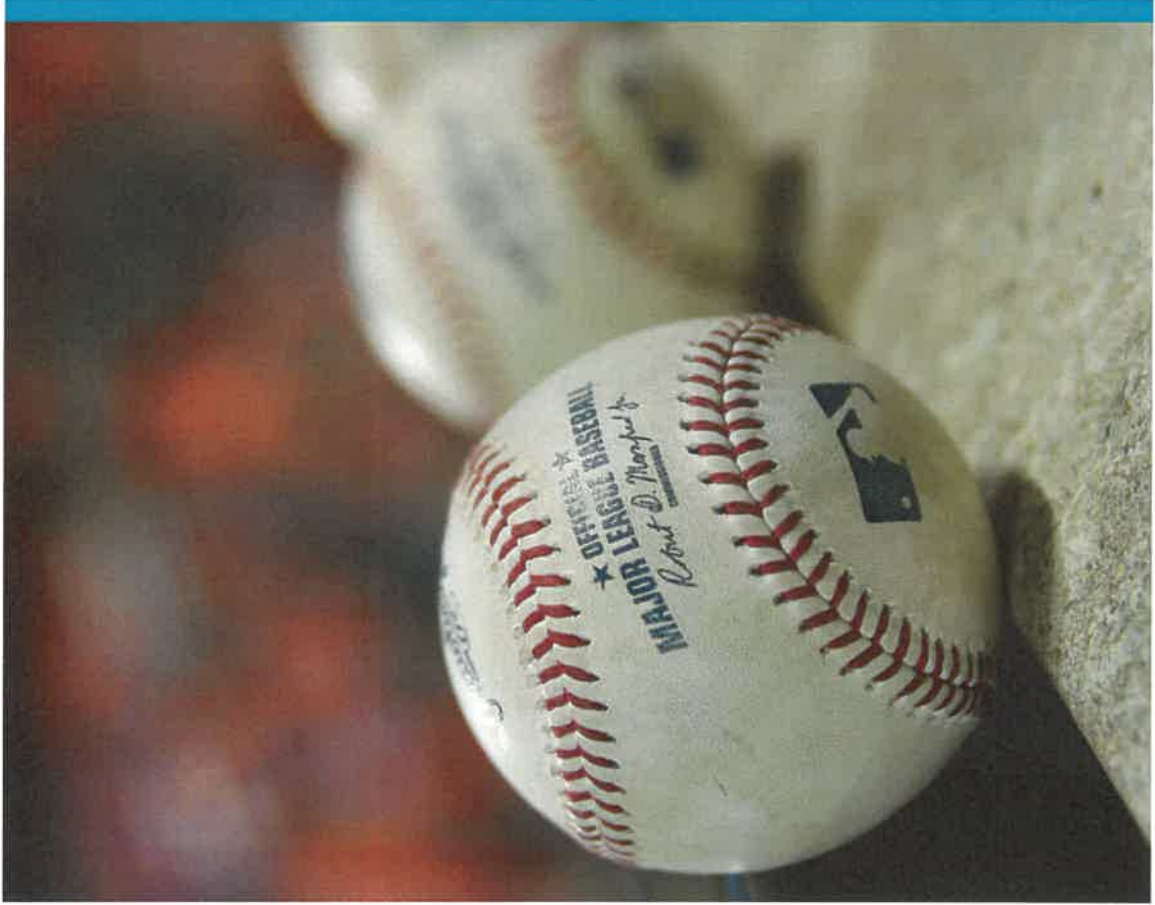
Total economic impact of 2020 MLB Spring Training in Palm Beach County is a function of direct spending by visitors and teams in the county and induced and indirect effects of this spending.

- Indirect effects are increased business spending resulting from Spring Training dollars.
- Induced effects are increased household spending resulting from Spring Training dollars.

Multiplier

Downs & St. Germain Research uses IMPLAN economic modeling to calculate the economic multiplier based on direct expenditures of MLB Spring Training teams and fans.

- IMPLAN models how dollars are spent and re-spent in other sectors of the economy, generating economic activity.
- Over 1,500 organizations use IMPLAN, which has been used to model the economic impact of tourism since 1992.
- Agencies such as FEMA, EPA, Federal Reserve Bank, and the Bureau of Land Management use IMPLAN modeling.



2020 Major League Baseball

Palm Beach County Spring Training Economic Impact Study

Presented by Downs & St. Germain Research



Amateur Baseball Events in Palm Beach County

July 1, 2019 - June 30, 2020

Facility	Date	# of Teams	Athletes	Spectators	Room Nights	Estimated Visitor Spending
Various baseball facilities throughout Palm Beach County	July 1-24, 2019	10	250	500	2,915	\$2,040,500
Roger Dean Chevrolet Stadium	July 5-9, 2019	32	576	864	212	\$148,400
FITTEAM Ballpark of the Palm Beaches	July 11-15, 2019	50	750	1,125	895	\$626,500
FITTEAM Ballpark of the Palm Beaches	July 11-15, 2019	65	975	1,462	951	\$665,700
Roger Dean Chevrolet Stadium	September 20-22, 2019	20	300	450	112	\$78,400
FITTEAM Ballpark of the Palm Beaches	September 20-22, 2019	24	432	648	323	\$226,100
FITTEAM Ballpark of the Palm Beaches	October 2-6, 2019	10	150	N/A	466	\$326,200
Roger Dean Chevrolet Stadium & FITTEAM Ballpark of the Palm Beaches	October 10-14, 2019	88	1,584	2,376	3,150	\$2,205,000
Roger Dean Chevrolet Stadium & FITTEAM Ballpark of the Palm Beaches	October 11-14, 2019	72	1,296	1,944	2,347	\$1,642,900
Roger Dean Chevrolet Stadium & FITTEAM Ballpark of the Palm Beaches	October 18-21, 2019	32	576	864	890	\$623,000
Roger Dean Chevrolet Stadium	October 25-27, 2019	2	50	N/A	45	\$31,500
FITTEAM Ballpark of the Palm Beaches	October 30- November 5, 2019	41	700	1,050	2,277	\$1,593,900
Roger Dean Chevrolet Stadium & FITTEAM Ballpark of the Palm Beaches	November 3-16, 2019	96	1,440	2,160	6,184	\$4,328,800

Amateur Baseball Events in Palm Beach County July 1, 2019 - June 30, 2020

Facility	Date	# of Teams	Athletes	Spectators	Room Nights	Estimated Visitor Spending
FITTEAM Ballpark of the Palm Beaches	November 15-17, 2019	20	300	450	122	\$85,400
Roger Dean Chevrolet Stadium & FITTEAM Ballpark of the Palm Beaches	November 23-24, 2019	N/A	150	N/A	225	\$157,500
Roger Dean Chevrolet Stadium	December 27-31, 2019	N/A	200	N/A	127	\$88,900
FITTEAM Ballpark of the Palm Beaches	January 17-19, 2020	22	330	495	227	\$158,900
Roger Dean Chevrolet Stadium	January 23-28, 2020	N/A	320	N/A	1,035	\$724,500
		574	10,129	13,888	19,588	\$13,711,600

R 2015-1523

**FIRST RESTATED
SPORTS FACILITY USE AGREEMENT**

THIS FIRST RESTATED SPORTS FACILITY USE AGREEMENT (the "Agreement") is made and entered into as of this OCT 20 2015, by and between Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County"), HW Spring Training Complex, LLC, a Florida Limited Liability Company (the "LLC"), the Houston Astros, LLC, a Texas Limited Liability Company (the "Astros" or "Team"), and the Washington Nationals Baseball Club, LLC, a Washington, DC Limited Liability Company (the "Nationals" or "Team").

WHEREAS, the County is the owner of certain real property within the City of West Palm Beach, Palm Beach County, Florida, which property is legally described on Exhibit A; and

WHEREAS, the County desires to develop and own a stadium, including two-team training facilities, practice fields, clubhouses, dedicated on-site parking areas, and other appurtenances and improvements, to be used by the Washington Nationals and the Houston Astros as a professional sports franchise facility for their joint spring training and other uses permitted herein; and

WHEREAS, the County desires to enter into this Agreement with the LLC, whereby the County grants to the LLC the rights to use, occupy and operate the Facility, as more particularly described herein, and the LLC desires to enter into this Agreement with the County for such purposes; and

WHEREAS, the County and the LLC previously entered into a Sports Facility Use Agreement (R-2015-1072) dated as of August 18, 2015, as amended by the First Amendment to Sports Facility Use Agreement (R-2015-1259) dated September 22, 2015 (together the "Original Agreement"); and

WHEREAS, the County and LLC wish to further amend and restate the Original Agreement to clarify certain issues in connection with the implementation of the Original Agreement and to consolidate all amendments, terms, and conditions into this new Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, the parties intending to be legally bound, hereby agree as follows:

**ARTICLE 1
RECITALS**

The foregoing recitals are incorporated herein and made a part hereof by this reference.

**ARTICLE 2
DEFINITIONS**

The following terms shall have the meanings specified in this Article 2 when capitalized and used in this Agreement. Some terms provided herein are used only in the Developer

Agreement and are included herein for clarity. Capitalized terms not defined in this Article 2 shall have the meanings ascribed to them in this Agreement or in any other Agreement referenced herein. The meanings specified are applicable to both the singular and plural.

"Actual Costs" shall have the meaning set forth in the Developer Agreement.

"ADA" shall mean the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990), as may be amended from time to time.

"Affiliate" shall mean, with respect to the LLC, a Person that, directly or indirectly, controls, is controlled by, or is under common control with, the LLC.

"Approved R/R Project Schedule" shall mean each annual R/R Project Schedule approved for funding by the Board pursuant to each annual budget funding request.

"Art" shall mean those improvements installed at the Site and Facility pursuant to County's "Art in Public Places" program.

"Art in Public Places Administrator" shall mean an employee within the Facilities Development and Operations Department designated by the County and indicated to the LLC as the individual with responsibility to implement the County's "Art in Public Places" program.

"Astros" shall mean the Houston Astros, LLC, a Texas limited liability company.

"Astros' Facilities" shall mean the land and improvements constituting the Houston Astros' Major and Minor League clubhouses, administrative and storage areas, practice fields, batting cages and tunnels, bullpen pitching mounds, pitcher warm-up areas, Exclusive Parking Areas, and any other Exclusive Use Areas designated within the Facility by the LLC for the exclusive use of the Houston Astros.

"Board" shall mean the Board of County Commissioners of Palm Beach County.

"BOC" 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.

"Budget Year" shall mean the County's annual fiscal year beginning on October 1 and continuing through September 30 of each year.

"Buffer Area" shall mean the area within the South 400' of the Site to be used as grassed pervious open space, multipurpose athletic fields, and overflow parking as depicted on the Conceptual Plan and described in Section 12.7 of the Interlocal Agreement.

"Business Day" shall mean any day, except Saturday, Sunday or any national holiday or any other day recognized by the County as a holiday, or any other day during which County governmental offices are closed.

"Capital Improvements" shall mean any and all design, permitting, labor and/or materials related to any improvements beginning on the date of Substantial Completion, that add value to

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the Facility, including but not limited to any and all fixtures, fixed equipment, modifications to, and/or demolition of the Facility undertaken on, or after, the date of Substantial Completion of the Facility. Examples include, but are not limited to, the following: fixed equipment; physical enlargement or expansion of a structure or existing asset; physical improvement which creates an increase in capacity; or adapting a portion of the Facility to a new or different use, provided such use shall comport with the intended use of the Facility for public purposes; and/or a demolition of the improvements originally constructed. The term "Capital Improvements" for the purposes of this definition shall not include the Facility as initially constructed.

"Championship Season" shall mean the regular annual period of competitive and recorded play by the Major League Clubs or Minor League Clubs, as applicable to determine a champion.

"City" shall mean the City of West Palm Beach, a Florida municipal corporation.

"City Park" shall mean the land and improvements as described in Exhibit I and Section 12.6 of the Interlocal Agreement.

"City Park Improvements" shall mean the facilities and features described in Exhibit I and Section 12.6 of the Interlocal Agreement and including the loop trail feature as described therein.

"City Park Property" shall mean the approximately 12.2 acres legally described in Exhibit A of the Interlocal Agreement.

"Commissioner" shall mean 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.

"Conceptual Plan" shall mean the general layout of proposed improvements to the Site and the City Park Property including the City Park, Facility and Buffer Area and which is attached as Exhibit B to the Interlocal Agreement.

"Concession Revenues" shall mean all the revenues received by the LLC from the sale of food and beverages, novelties, merchandise, publications, and the like at the Facility.

"Construction Contract(s)" shall mean the legally binding agreement(s) to be entered into by and between the LLC and the Contractor(s) (as such term is defined in the Developer Agreement) for the construction of the Facility, or any portion thereof, as such agreement(s) may be amended by the LLC, including through a Change Order authorized pursuant to Section 8.5 of the Developer Agreement.

"County Bonds" shall mean the County's revenue bonds to be issued in connection with the Facility in one or more series yielding One Hundred Thirty Million Dollars (\$130,000,000) in net proceeds for development of the Facility and any refunding thereof.

"County Events" shall mean those non-profit and for-profit events to be conducted or sponsored by the County, including, but not limited to, events sponsored or supported by the

Tourist Development Council, the Sports Commission, the Cultural Council, and/or other County sponsored community events.

"County Representative" shall mean the Director of the County's Facilities Development & Operations Department, or such other persons as may be designated in writing by the County as its representative or liaison during the Term of this Agreement.

"County R/R Project" shall mean an R/R Project for a Public Use Improvement.

"County's R/R Project Reserve" shall mean the monies set aside pursuant to Section 8A.7 of the Developer Agreement for County R/R Projects.

"County Seal" shall mean the seal adopted by Palm Beach County as its official seal.

"Cultural Council" shall mean the Palm Beach County Cultural Council.

"Day" shall mean each 24-hour period beginning and ending at 12:00 midnight Eastern Standard Time and shall include Saturdays, Sundays and all holidays, except that in the event that an obligation to be performed under this Agreement falls due on a day other than a Business Day, such obligation shall be deemed due on the next Day that County offices are open for business thereafter.

"Developer Agreement" shall mean the First Restated Developer Agreement R-2015-1522, dated as of October 20, 2015, executed by and between County and the LLC, as the same may be amended or supplemented from time to time.

"Due Diligence and Planning Services Agreement" shall mean the Due Diligence and Planning Services Agreement R-2015-0358, executed on March 10, 2015 by and between County and the LLC for due diligence and planning services, as the same may be amended or supplemented from time to time.

"Effective Termination Date" shall be seven (7) days after the defaulting party has received written notice of termination.

"Emergency R/R Project" shall mean any R/R Project that is not scheduled to be made pursuant to the R/R Project Schedule, but where the impact of delay associated with waiting until the approval of the updated R/R Project spreadsheet described in Article 10 herein would be detrimental to the interest, health, safety or welfare of the residents of County and the need was not artificially created by the LLC. The determination as to whether any particular project is an Emergency R/R Project shall be made only by the County, after consideration of the justification provided by the LLC.

"Environmental Resource Permit" or **"ERP"** shall mean the environmental resource permit issued for the Facility and City Park Improvements as set forth in Section 12.2 of the Interlocal Agreement.

"Exclusive Parking Area" shall mean those areas designated in the Exclusive Use Areas designed for and/or used for the parking of Team related vehicles.

"Exclusive Use Area" shall mean the areas that are identified in Exhibit D attached hereto which are reserved for the exclusive use of the Teams, unless otherwise set forth herein.

"Executive Council" means the Executive Council of Major League Baseball that is governed by Article III of the Major League Constitution, and any successor body thereto.

"Facility" shall mean a professional sports franchise facility for joint spring training of two Major League Baseball teams as well as minor league affiliates, including a stadium, two-team training facilities, practice fields, clubhouses, dedicated on-Site parking areas, and other appurtenances and improvements, intended for use by the Washington Nationals and the Houston Astros and for other tourism and community uses contemplated by the Operative Agreements, and shall also include, without limiting the foregoing, all improved and unimproved areas of the Site and any off-Site improvements required for regulatory approval.

"FD&O" shall mean the County's Facilities Development & Operations Department.

"Fee Commencement Date" shall mean the date that is the third anniversary of the issuance of the County Bonds.

"Force Majeure" shall have the meaning set forth in Article 28 herein.

"Full Spring Training Season" shall mean the use of the Facility by both Teams for the full period of Spring Training Season of each year.

"Funding Certification Letter" shall mean a letter from the Florida Department of Economic Opportunity certifying the County pursuant to Section 288.11631, Florida Statutes, as eligible to receive funding for the construction and development of the Facility in the amount of Two Million Dollars (\$2,000,000) per year for a total of Twenty-Five (25) years.

"Grapefruit League Teams" shall mean the Major League Clubs participating in games played in Florida during any Spring Training Season in preparation for the Major League Regular Season.

"Gulf Coast League" shall mean a Minor League Baseball league that operates in Florida.

"Home City" shall mean the city where each team hosts opposing teams for Major League Regular Season games.

"Home City MLB Stadium" shall mean the MLB stadium in each team's Home City.

"Interest Election" shall mean the LLC's option, available at the time of County Bond sale only if the true interest cost exceeds 4.78%, to either; 1) authorize the County to issue the County Bonds and to increase the LLC's annual Team Improvement Areas Fee payments in an amount equal to the aggregate additional true interest cost of the County Bonds allocable to the LLC due to the higher true interest costs, or 2) elect to terminate the Agreement and reimburse County, either a) 50% of the Actual Costs at the date of termination if no referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances, or b) 100% of the Actual Costs at the date of termination during or after a Referendum Period.

"Interlocal Agreement" shall mean Agreement R-2015-1070, between County and the City as the same may be amended or supplemented from time to time.

"LLC" shall mean HW Spring Training Complex, LLC, a Florida Limited Liability Company, formed under the laws of the State of Florida and validly authorized to do business as a limited liability company under Florida law.

"LLC Management Fees" shall mean the costs to compensate LLC employees, vendors, contractors or others for services relating to a County Event, including but not limited to; (i) setting up, scheduling and coordinating staff and services, cleaning up, and coordinating utilities; (ii) restoring the Facility to its pre-event condition, including but not limited to repairing any damage to the Facility caused by the County Event; and (iii) providing services during a County Event, including but not limited to providing security services.

"LLC Parties" shall mean the LLC and the Teams and each of their respective members, officers, directors, employees, agents, servants and representatives, of any and all of the foregoing.

"LLC Restoration Areas" shall mean any and all items, improvements, and land areas identified in Exhibit E hereto, all land areas and property identified as an LLC Restoration Area in Exhibit F of the Developer Agreement, and any personal property, equipment and/or any portion of the Facility damaged as a result of the deviations from County standard design and construction policies identified in Exhibit F of the Developer Agreement, shall be considered LLC Restoration Areas for the purposes of determining financial responsibility for claims including, but not limited to, damages to personal property, damage to the Facility, all property insurance claims and deductible costs and financial responsibility for repairs or restorations to property resulting from said deviations.

"LLC R/R Project" shall mean any project on the R/R Project Schedule which is not a County R/R Project.

"LLC's R/R Project Reserve" shall mean the monies set aside pursuant to Section 8.4.7 of the Developer Agreement for use for LLC R/R Projects.

"Loop Trail" shall mean the improvement located along the perimeter of the Site and in some places within the City Park as depicted in Exhibit B of the Interlocal Agreement.

"Major League Baseball" or **"MLB"** shall mean, 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.

"Major League Club(s)" shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

"Major League Constitution" shall mean the Major League Constitution 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.

"Major League Regular Season" shall mean, for each MLB Championship Season, the period of play each year, which begins on the date of the first Major League Regular Season Game and ends on the date of the last Major League Regular Season Game (including any game played to break a tie pursuant to Major League Rule 33(c)).

"Major League Spring Training Home Games" shall mean those games, as determined by MLB, to be played by Major League Clubs at the Facility during the Spring Training Season as the home team.

"Minor League Baseball" shall mean the professional baseball leagues which are members of the National Association of Professional Baseball Leagues, Inc. Each league is known individually as a Minor League.

"Minor League Club(s)" shall mean the professional baseball clubs which are members of the respective Minor Leagues.

"MLB Approval" shall mean, 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) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such person(s)).

"MLB Entity" shall mean each of the BOC, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, successors or assigns.

"MLB Governing Documents" shall mean 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 Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement, (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 Clubs, MLB Advanced Media, L.P. and various other MLB Entities, and (f) each agency agreement and operating guidelines among the Major League 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 Clubs and the BOC (and the Operating Guidelines related thereto).

"MLB Rules and Regulations" shall mean (i) the MLB Governing Documents, (ii) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Clubs acting collectively, including, without limitation, agreements or arrangements (A) entered into pursuant to the MLB Governing Documents, (B) relating to any commerce and/or the exploitation of intellectual property rights in any medium, including the Internet or any other medium of interactive communication, and (C) regarding the

telecast, broadcast, cablecast (including pay, basic, expanded basic, pay-per-view and video-on-demand), recording (audio or visual), or other transmission or retransmission (including, but not limited to, transmission via the Internet or any other medium of interactive communication, now known or hereafter developed) of Major League Baseball games, and (iii) 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.

"Nationals" shall mean the Washington Nationals Baseball Club, LLC, a Washington, DC Limited Liability Company.

"Nationals' Facilities" shall mean the land and improvements constituting the Nationals' Major and Minor League clubhouses, administrative and storage areas, practice fields, batting cages and tunnels, bullpen pitching mounds, pitcher warm-up areas, Exclusive Parking Areas, and any other Exclusive Use Areas designated for the exclusive use of the Nationals.

"Non-Eligible Costs" shall have the meaning set forth in the Developer Agreement.

"Official Baseball Rules" shall mean those certain playing rules of Major League Baseball, all as the same now exist or may be amended from time to time in the future.

"Operative Agreements" shall collectively refer to this Sports Facility Use Agreement, the Developer Agreement and the Interlocal Agreement.

"Parking Areas" shall mean any areas at the Facility that are not Exclusive Parking Areas and which are intended to be used for the parking of vehicles as identified in Exhibit C of this Agreement and which may be included in a County Event license agreement, if requested by the County pursuant to Section 5.3 hereof.

"Personal Property" shall mean tangible and intangible assets that have not been affixed and/or attached to the Facility.

"Professional Baseball Agreement" shall mean that certain Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Clubs, and the National Association of Professional Baseball Leagues, Inc., as the same now exists or may be amended from time to time.

"Program Budget" shall mean the total of Actual Costs and Non-Eligible Costs but not including Excluded Costs.

"Public Use Improvements" shall mean land areas along with all improvements, equipment, fixtures and furnishings that are the County's renewal/replacement funding responsibility and that are specifically identified on Exhibit B herein, except for any improvements listed on Exhibit F of the Developer Agreement as not being the County's Renewal/Replacement funding responsibility, even if they are located within Public Use Improvement areas.

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"Reclaimed Water Agreement" shall mean Agreement R-2015-1073 which sets forth the terms and conditions for the extension of a reclaimed water pipeline to the Site and the City's provision of reclaimed water to the Site.

"Referendum Period" shall mean the period of time beginning October 2, 2015 if a referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances and ending on the date at which a referendum is held and the results finally determined.

"Repair and Maintenance" shall mean the labor and materials which are required to keep the Facility in good order and repair (normal wear and tear excepted) and which are routine, regular, and are generally predictable in nature, given the age of the Facility and the use of the Facility expressly not including any R/R Projects. Repair and Maintenance includes, but is not limited to, repairs of any value necessary to restore an improvement or equipment to working order only where the resulting repair is not intended to extend the life of the improvement or equipment by more than one year. Repair and Maintenance shall specifically include, but not be limited to; 1) damage to the Facility caused by vandalism, and 2) the routine maintenance of the Art as set forth in the Agreement for Art Services that the LLC is entering into for Art at the Facility.

"R/R Payment Request" has the meaning set forth in Section 10.4.5.

"R/R Project" or **"Renewal/Replacement Project"** shall mean the labor and materials necessary to renew, rehabilitate or replace a physical improvement, fixture, piece of equipment or any other physical asset of the Facility which is intended to extend the overall life of the improvement or equipment by over one year.

"R/R Project Bid Tabulation Sheet" has the meaning set forth in Section 10.4.3

"R/R Project Reserve" or **"Renewal/Replacement Project Reserve"** shall mean two lines in the Program Cost Estimate established pursuant to Section 8.4.7 of the Developer Agreement which contain Construction Savings, if any, which upon Final Completion will be allocated to the LLC R/R Project Reserve and the County R/R Project Reserve in order to fund the initial R/R Project obligations of County and the LLC.

"R/R Project Schedule" shall mean the list of planned R/R Projects that are scheduled to be undertaken in the next ten years.

"R/R Purchase Order" has the meaning set forth in Section 10.4.3.

"SBE Vendor" shall mean a small business enterprise which has been certified by the County's Office of Small Business Assistance.

"Site" shall mean the real property legally described in Exhibit A hereto.

"Sports Commission" shall mean the Palm Beach County Sports Commission.

"Spring Training Season" shall mean the period as determined from time to time by Major League Baseball, (which for purposes hereof shall be deemed to be from January 7th to

approximately April 15th of each year unless continued or extended by Major League Baseball) during which time the Major League Clubs and the Minor League Clubs train for the next Championship Season. The Spring Training Season shall be deemed to include the time each year which is reasonably required for the preparation of the Facility and for a reasonable period to close that portion of that Facility solely related to spring training.

"Stadium" shall mean the improvement primarily designed and constructed for Major League Baseball within the Facility in which the Teams will conduct Major League Spring Training Home Games, and shall not include any of the Team Improvement Areas.

"Substantial Completion" shall have the meaning as set forth in the Construction Contract.

"TDC" shall mean Palm Beach County's Tourist Development Council.

"TDC Representative" shall mean the Director of the TDC or such other persons as may be designated in writing by the County as its representative or liaison during the Term of this Agreement.

"Team(s)" shall collectively mean the Houston Astros, LLC, a Texas Limited Liability Company and the Washington Nationals Baseball Club, LLC, a Washington, D.C. Limited Liability Company and their successors and assigns as authorized in this Agreement, and in the singular may refer to either entity individually.

"Team Events" shall mean all Major League Spring Training Home Games, Minor League Baseball games, Grapefruit League games, Gulf Coast League games, and any other baseball game, baseball related or non-baseball related event that is conducted or sponsored by the LLC, a Team or Teams at the Facility.

"Team Improvement Areas" shall mean include Astros MLB Field #1, Astros MLB Field #2, Astros MiLB Field #1, Astros MiLB Field #2, Astros MiLB Field #3, Astros MiLB Field #4, Astros Clubhouse, Astros Agility Field (Synthetic Lawn), Astros Half-Field, Astros Covered Batting Tunnels, Astros MLB Pitching Mounds, Nationals MLB Field #1, Nationals MLB Field #2, Nationals MiLB Field #1, Nationals MiLB Field #2, Nationals MiLB Field #3, Nationals MiLB Field #4, Nationals Clubhouse, Nationals Agility Field (Synthetic Lawn), Nationals MLB Pitching Mounds, Nationals Covered Batting Tunnels, Nationals Half-Fields, and any other portion of the Facility financed with the proceeds of County Bonds issued on a federally taxable basis as shown in Exhibit B attached hereto and otherwise identified as LLC R/R Projects.

"Team Improvement Areas Fee" shall mean the LLC's agreed upon contribution to the County for the use of the Team Improvement Areas, payable annually, based on an escalating schedule of annual payments as described in Article 6 herein.

"Third-Party Events" shall mean any event that is not a County Event or a Team Event.

"Tourism Identity Logo" shall mean the County's tourism logo approved by the TDC.

ARTICLE 3
TERM/EFFECTIVE DATE

3.1 Term/Effective Date. This Agreement is expressly contingent upon execution by all parties and approval of the Board and shall be effective and binding from August 18, 2015, the Effective Date of the Original Agreement (the "Effective Date"), for a period of 30 years from and after the end date of the first Full Spring Training Season (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement. The end date of the first Full Spring Training Season will be documented in a letter agreement between the County and the LLC.

3.2 Precedence of Agreement. This Agreement amends and replaces all provisions of the Sports Facility Use Agreement (R-2015-1072) dated August 18, 2015, as amended by the First Amendment to Sports Facility Use Agreement (R-2015-1259).

ARTICLE 4
OWNERSHIP

4.1 Ownership of the Facility. The Facility shall be owned in fee simple by the County. All County owned property shall be assigned a fixed asset identification number by the County's Fixed Asset Department upon receipt of the fixed asset equipment and fixture information as required pursuant to the Construction Contract. The LLC shall comply with all County policies and procedures pertaining to the tracking and disposition of fixed assets. The LLC shall not have an ownership interest or have any possessory interest in the Facility except as set forth herein.

4.2 Ownership of Personal Property and Capital Improvements.

4.2.1 Personal Property purchased with funding from the Program Budget shall become the property of the County.

4.2.2 Property purchased to replace Personal Property described in Section 4.2.1 herein shall become the Property of the County.

4.2.3 Art installed either before or after Substantial Completion shall become the property of the County.

4.2.4 All Capital Improvements regardless of funding source shall become the property of the County.

4.2.5 Personal Property installed as a Capital Improvement pursuant to Article 9 of this Agreement, or otherwise attached or affixed to the Facility, shall become a Capital Improvement and the property of the County upon installation.

4.2.6 Personal Property that is neither purchased with County funding nor replacing County-funded Personal Property, and that is not affixed to the Facility, will remain the Personal Property of the LLC or the Team that purchases such Personal Property.

ARTICLE 5
USE, OCCUPANCY AND OPERATION

5.1 Grant of Use and Occupancy.

5.1.1 The County hereby grants to the LLC the exclusive right to use, occupy and operate, and permit all third-parties to use and to occupy, the Facility for all lawful purposes, provided, however, that the primary purpose is a professional sports franchise and public facility, and to retain all revenues derived from the operation of the Facility for the entirety of the Term, subject to the provisions of this Agreement. Further, the County shall not further restrict the LLC's use or rental of the Facility in any manner that is not otherwise prohibited in Palm Beach County generally, as of the date hereof.

5.1.2 The LLC shall cause the Teams to play and the Teams agree to play all of their respective Major League Spring Training Home Games in the Facility during the Spring Training Season of each year during the Term, except (a) to the extent that a Force Majeure Event renders the Facility temporarily unusable or unsuitable to conduct Major League Spring Training Home Games, subject to the requirements of Article 17 herein, or (b) to the extent the MLB requires the Teams play Major League Spring Training Home Games elsewhere. If MLB requires either one or both of the Teams to play an entire Full Spring Training Season elsewhere, the Term of the Agreement shall be extended by one year. If MLB requires one or both of the Teams to play elsewhere for longer than an entire Full Spring Training Season and such requirement is not the result of Sections 17, 24, 28, or 29 permitting the Teams to do so hereunder, the Team(s) shall be deemed to have Relocated and subject to the provisions of Sections 22.3.2 through 22.3.4 as applicable.

5.1.3 The rights to use the Facility shall be in accordance with the following order of priority: 1) the LLC and the Teams on an exclusive basis for Spring Training Season unless otherwise authorized pursuant to Section 5.3 herein; 2) the LLC and the Teams for a Team Event; 3) the County for a County Event; and 4) third parties for Third-Party Events. Once an event is approved and scheduled by the LLC, that event cannot be cancelled as a result of a subsequently requested Team, County or Third Party Event, without the express written approval of the entity that is currently scheduled, which permission may be granted or denied in the sole and absolute discretion of that entity.

5.1.4 The LLC shall be solely responsible for managing and scheduling all Major League Spring Training Home Games, Team Events, County Events and Third-Party Events pursuant to the requirements of this Agreement. County Events and Third Party Events may be scheduled in advance subject to the availability of the Facility and the execution of a written license agreement for the use of the Facility by the County or a Third Party as described in Articles 5.3 and 5.4 herein, respectively.

5.1.5 Notwithstanding anything provided herein, throughout the Term, the LLC will have year-round, 24-hour access to the Exclusive Use Areas (including during County Events and Third-Party Events), and the County shall not authorize or grant any other Person (including any other Major League Club) the right or license to use, occupy or conduct business

from the Exclusive Use Areas, except, however, that County shall be entitled to use and permit others to use the Exclusive Use Areas as set forth in Section 5.3.7.

5.1.6 Throughout the Term, the LLC shall be granted, for the LLC and their invitees, access to and egress from the Facility, and the right to enter the Facility to the extent reasonably necessary for the LLC to exercise its rights and perform its obligations under this Agreement.

5.1.7 The County covenants and warrants that so long as no default exists under this Agreement after the expiration of any applicable notice and cure periods, the LLC, shall lawfully and quietly hold, occupy and enjoy the Facility during the Term hereof, without molestation or hindrance by County or any party claiming through or under County, expressly subject to the terms, limitations and conditions contained in this Agreement.

5.2 Security Requirements for the Facility.

5.2.1 The LLC shall provide adequate supervision and security and shall strictly enforce all rules, regulations, and safety procedures that are required by law or regulation and usual and customary for spring training facilities, or established by the LLC and that are required in general for the safe and orderly use of the Facility. At all times the Facility shall be under the control, supervision and security of the LLC.

5.2.2 The LLC shall be responsible for determining and implementing the appropriate staffing, security and service levels required to manage each and every activity at the Facility, including, but not limited to, the level of security support, police support, on-Site medical support, traffic control, and parking management support necessary, taking into consideration the anticipated crowds, whether alcoholic beverages will be available, and other criteria to assess the staffing and support requirements for each event and activity.

5.2.3 It shall be the responsibility of the LLC to assure that the use of the Facility is conducted in such a manner so as not to interfere with the use of City Park or the use of adjacent properties beyond the boundaries of the Site.

5.2.4 The LLC shall take reasonable precautions to prevent nuisances originating from the Facility. The parties acknowledge that the use contemplated by this Agreement (during daytime and/or at night) includes lighting, crowd noise, music and other activities associated with baseball or the reasonable use of a baseball stadium. Notwithstanding same, the LLC has the sole responsibility for, and shall respond to and defend any third party claims, actions, etc. concerning nuisances originating from the Facility.

5.3 County Rights of Use

5.3.1 County shall have the right to schedule and use the Facility, including the Buffer Area, at times during the calendar year other than the Spring Training Season, subject to the provisions of Article 5. County shall not have the right to schedule and use the Facility for County Events during the Spring Training Season, but may request the LLC authorize County's

use of the Facility during the Spring Training Season, which use may be granted or denied in the LLC's sole and absolute discretion. County's right to use the Facility is subject to the terms and conditions of the license agreement described in Section 5.3.5 and availability of the Facility as set forth in Section 5.3.4.

5.3.2 Except as: i) described in Section 5.3.7; or ii) otherwise agreed in writing by the LLC in its sole and absolute discretion, the County's right to use the Facility shall not extend to the Exclusive Use Areas.

5.3.3 In order to maximize the use of the Facility during times other than the Spring Training Season and for early coordination of the next year's calendar, the LLC and the County shall meet annually during the month of September. Notwithstanding the annual meeting discussed herein, each and every time that the County plans to make a formal bid/proposal for a sporting event that is to be held twelve (12) months or more after the date of the bid/proposal, the County shall first work collaboratively with the LLC prior to making the bid/proposal to develop a tentative plan for use of the Facility taking into consideration scheduled Team Events. If the tentative plan for the use of the Facility is acceptable to the LLC, the County may make the formal bid/proposal and the LLC shall reserve such dates for the County until such time that County notifies the LLC that the bid/proposal was accepted or rejected. The County shall notify the LLC of the acceptance or rejection of the bid/proposal within five (5) Business Days of receiving notice of acceptance or rejection.

5.3.3.1 The Director of FD&O shall attend the first ten (10) annual meetings in order for the LLC and the County to jointly review event scheduling processes, procedures and priorities as established in Sections 5.3 and 5.4 hereto, and to identify and define improvements, changes and updates to those processes, procedures and priorities. The Director of FD&O and the LLC shall have the ability to adopt mutually agreed upon amendments, changes and/or updates to the event scheduling processes, procedures and priorities established in Sections 5.3 and 5.4 herein by written agreement executed by the LLC and the Director of FD&O.

5.3.4 The County may request the scheduling of an event at any time with a minimum of ninety (90) days notice for any County Event that requires the LLC to restore the Buffer Area subject to the provisions of Section 5.5.3, and sixty (60) days notice for all other requests. The LLC will review the request in accordance to the provisions of this Article 5. Within thirty (30) days thereafter, the LLC will notify the County of approval, or rejection of all or a part of the schedule based on "pre-existing scheduled" or "generally known but not yet specifically scheduled" Team Events, or based on scheduled Third Party Events. In the event County's schedule is rejected in whole or in part, the County may submit a revised schedule, or upon the request of the County, the LLC shall coordinate a meeting date and time to review and revise the proposed schedule with the County. The County shall provide reasonable advance notice to the LLC of the cancellation of any County Event on the schedule. The LLC has the sole and absolute right to deny requests for County Events during the Spring Training Season. Events requested outside of Spring Training Season will be evaluated and responded to as set forth in this Section 5.3.4.

5.3.5 The LLC shall develop a standard form County Event license agreement for County Events which includes a standard fee structure for County Events. The form of the event license agreement shall be agreed upon by the parties prior to Substantial Completion of the Facility. The event license agreement shall include standard provisions consistent with the provisions of Sections 5.3.5.1 through 5.3.5.8 herein.

5.3.5.1 License Fee. The County shall not be charged any license fee or use fee for County Events.

5.3.5.2 LLC Management Fees. On or before January 1 prior to the first Spring Training Season and then updated annually thereafter, the LLC shall develop a standard fee structure for LLC Management Fees. The County shall, unless otherwise agreed, be responsible for paying all LLC Management Fees.

5.3.5.3 Liability. To the extent permitted by law, County shall be responsible for personal injury, loss of life, and/or damage to property caused by County's use of the Facility for a County Event, but not including personal injury, loss of life and/or damage to property resulting from; (1) known hazardous or unsafe conditions, or hazardous or unsafe conditions that reasonably should have been known in the exercise of reasonable prudence, and existing at the Facility prior to County's use of the Facility, even if the actual injury, loss of life or damage to property occurred during County's use, or (2) the actions or inactions of the LLC Parties, including but not limited to, actions or inactions related to the maintenance of the Facility. Additionally, the parties acknowledge and it is expressly understood that the foregoing shall not constitute; (i) an agreement by the County to indemnify the LLC, (ii) a waiver of sovereign immunity, (iii) a waiver of any right or defense that County has under Section 768.28, Florida Statutes, or any other statute, nor (iv) consent to be sued by third parties.

5.3.5.4 County Events Staged by Others. In the event any non-governmental entity is involved in staging a County Event, the County will cause such entity to procure commercial liability insurance coverage for such County Event to be provided by insurance companies acceptable to the LLC, with minimum policy limits of One Million Dollars (\$1,000,000.00) per occurrence or such other policy limits as are reasonably requested by the LLC based on the nature of any such County Event, naming the LLC, and its designees, as additional named insureds, and the County will cause proof of such insurance to be provided to the LLC upon demand.

5.3.5.5 Payment. Within thirty (30) days of receipt of an invoice and supporting documentation, County shall remit payment to the LLC for any damage occurring during County Events, whether or not such damage is caused by the County, its designee, its invitees, or someone other than the LLC, unless precluded by Section 5.3.5.3(1) or (2). The LLC is required to provide County with notice of such damage within seventy-two (72) hours after the conclusion of the County Event and allow County to inspect and document said damage upon request.

5.3.5.6 Admission Fees. If the County determines that an admission charge or other fee is to be charged, the LLC will collect such admission or fee and apply it to

amounts due from the County to the LLC for LLC Management Fees. If gross revenues from admissions or fees from any County Event do not exceed (net of taxes) the amount due to the LLC, the County shall remit to the LLC the additional funds due for such County Event within thirty (30) days following the County's receipt of a written invoice and supporting documentation substantiating the amount due. In the event that such gross revenues from admissions or fees from any County Event exceed (net of taxes) the amount due to the LLC, the LLC shall remit to the County the difference between such gross revenues and the amount due to the LLC and documentation substantiating the amount remitted, within thirty (30) days following the County Event.

5.3.5.7 Use Restrictions. In no event shall the County be permitted to use the Facility in a manner that (a) causes, or may be reasonably expected to cause, any material damage to any playing surface or any part of the Facility; (b) interferes with use of the Exclusive Use Areas; or (c) involves a promotional sponsorship which requires the on-Site sale of a product with which the LLC has an exclusive sale or concession agreement consistent with the requirements of Section 11.1 hereof. Other than as set forth in this Agreement, County shall not grant any professional baseball team the right to use or play at the Facility.

5.3.5.8 Use of Team Personal Property. The County shall not use either Team's Personal Property or equipment in connection with County's use of the Facility for County Events, or otherwise, without the express written consent of such Team. The County shall reimburse the LLC for any Personal Property or Equipment owned by the Teams or any of their affiliates, concessionaires, licensees or employees, that is damaged during a County Event or by a third party to the extent such third party use was specifically authorized or permitted by the County, within thirty (30) days of receipt of substantiating documentation.

5.3.6 Use for Post Disaster Recovery Efforts. In the event of a declared federal, state, or local emergency as allowed by law (a "Declared Emergency") County shall have the right to use the Facility, but not including the Exclusive Use Areas, for County determined post disaster recovery purposes.

5.3.6.1 The LLC will not enter into any agreements, event permits or other contracts specifically obligating the Facility for use during or after a period of Declared Emergency, without the County's prior written approval which may be granted or denied in the County's sole and absolute discretion.

5.3.6.2 LLC and the County shall, at the time of any Declared Emergency use, enter into a County Event license agreement which shall contain the same liability provision as set forth in Section 5.3.5.3 herein and which includes the following language: "County shall be responsible for the costs of any damage to the Facility caused by its use".

5.3.7 Shelter Use During Declared Emergency. In the event of an emergency requiring the use of emergency shelters for the homeless pursuant to Florida Statutes §288.1166, the County shall have the right to designate and use all, or portions of the Facility, including the Exclusive Use Areas as determined by County in its sole and absolute discretion, as a shelter for

the homeless pursuant to Florida Statutes §288.1166. County shall execute a license agreement for said emergency use with the specific provisions contained in Section 5.3.5.3 and 5.3.6.2. The County's right to use the Facility for an emergency shelter pursuant to Florida Statutes §288.1166 shall not apply to the extent:

A. The Facility is otherwise contractually obligated for a previously scheduled specific Team Event that is to be held despite the declaration of emergency; or

B. The County determines that its existing homeless assistance centers are sufficient to provide emergency shelter for the homeless during the period of a declared federal, state or local emergency.

5.3.8 County Responsibility For Security During Emergency Use. During County's emergency use of the Facility as described in Sections 5.3.6 and 5.3.7 herein, the County shall be solely responsible for performing and funding the security requirements for the County's use, consistent with the requirements of the LLC described in Section 5.2 herein, as to the licensed portions of the Facility.

5.4 Third-Party Events.

5.4.1 Applications and requests for Third-Party Events shall be accepted any time within a one (1) year period of the date of the proposed Third-Party Event, provided they do not interfere with Team Events or approved and scheduled County Events. Third-Party Events cannot be scheduled more than one year in advance without County's express written approval which may be granted or denied by County only if there is a conflict with an anticipated, but yet to be scheduled, County Event. Once a Third Party Event is scheduled, it can only be rescheduled or cancelled with the consent of the Third-Party Event applicant.

5.4.2 The LLC shall use the form of the County Event license agreement described in Section 5.3.5 for Third Party Events except: 1) the LLC shall be entitled to charge a license fee for the use of the Facility; 2) the LLC shall be entitled to charge for admission, participation and related fees and charges in connection with the operation of any Third Party Events at the Facility; and 3) if the Third Party Event is not sponsored by a governmental entity, the LLC shall require the Third Party provide insurance and indemnification provisions as set forth in Sections 5.4.2.1 and 5.4.2.2 below.

5.4.2.1 The LLC shall require commercial liability insurance coverage for such Third Party Event to be provided by insurance companies acceptable to the County, with minimum policy limits of One Million Dollars (\$1,000,000.00) per occurrence or such other policy limits as are reasonably requested by the County based on the nature of any such Third Party Event. The County shall be a named additional insured, and the LLC will cause proof of such insurance to be provided to the County upon demand.

5.4.2.2 For each Third Party Event, the Third Party Event operator shall protect, defend, reimburse, indemnify and hold the LLC and County, and their respective agents, designees, employees, and elected officials free and harmless at all times from and against all

claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during, as a result of, or in connection with the operator's use of the Facility. The Third Party operator assumes the risk associated with the use of the Facility and agrees to hold the LLC and County, and their respective agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, due to their acts, errors or omissions resulting in bodily injury, including death, or damage to third party operator's property incident to or in connection with the third party operator's use of the Facility.

5.5 Buffer Area.

5.5.1 The County and the City intend that the Buffer Area be used only for parking when the remainder of the parking areas (pervious and non-pervious) are insufficient to meet the predicted parking demand. As such, the Interlocal Agreement limits the use of the Buffer Area for parking to forty (40) days per year (the "Buffer Area Year") unless extended by mutual agreement of the City and the County. The Buffer Area Year will commence on January 7 annually and continue through to January 6 of the following year. The LLC has sole responsibility for allocating the use of the Buffer Area during the Buffer Area Year, but agrees to allocate the use of the Buffer Area according to the following allocation priorities.

5.5.1.1 First priority shall be for Major League Spring Training Home Games. On any day during Spring Training Season that does not have a scheduled Major League Spring Training Home Game, the LLC shall manage the parking in such a way that the Buffer Area will only be opened for parking use if all other parking areas are predicted to be full.

5.5.1.2 The remainder of the forty (40) days shall be allocated on a first reserved-first use basis to any Team Event, County Event or Third Party Event that provides written justification of why the remainder of the Parking Areas are insufficient to meet its expected parking demand, as well as any other information to support the request (such as anticipated economic or community impact of the event).

5.5.1.3 At such time that the forty (40) days is exhausted or is expected to be exhausted during the duration of an event, the LLC may approve the license agreement contingent upon obtaining approval from the City for the additional days of use of the Buffer Area. Using the justification provided by the event applicant, the LLC and/or the applicant shall seek that approval from the City on behalf of the event applicant with the County's approval hereunder.

5.5.2 The LLC shall be responsible for restoring the Buffer Area to its pre-Spring Training Season condition whereby the wear and tear and damage caused by its use as a parking area is no longer visible, and the Buffer Area is vegetated to a non-playable pasture condition. The Buffer Area shall be restored to such non-playable pasture condition no later than April 15th, annually, or at the conclusion of the Spring Training Season, whichever is later.

5.5.3 The LLC shall be responsible for preparing the Buffer Areas for regulation league play no later than 30 days prior to any applicable scheduled County Event, but no earlier than April 30th annually.

5.5.4 Notwithstanding the above, the County shall be responsible for reimbursing the LLC for any damage to the Buffer Area following a County Event in accordance to Section 5.3 above.

ARTICLE 6
USE FEES

6.1 Fee Commencement Date. The LLC shall pay County an annual Team Improvement Areas Fee as set forth in this Article 6, commencing on the Fee Commencement Date. Concurrent with the County's approval of the issuance of the County Bonds, the parties shall enter into a separate Memorandum of Fee Commencement Date confirming in writing the day, month and year of the Fee Commencement Date.

6.2 Team Improvement Areas Fee.

6.2.1 The Team Improvement Areas Fee payments shall be due on the Fee Commencement Date and each subsequent annual anniversary of the Fee Commencement Date.

6.2.2 The Team Improvement Areas Fee shall be \$67,021,656 payable in the annual payment amounts as shown in the following chart, subject to adjustments as provided in Section 6.5.2:

Payments	Number of Required Payments	Annual Payment
Team Improvement Areas Fee Commencement Date	8	\$2,143,134
Year 9 to Year 20	12	\$2,435,380
Year 21 to Year 28	8	\$2,581,503
Total	28	\$67,021,656

6.3 Reserved.

6.4 Reserved.

including, but not limited to, water, sewer, garbage and trash collection and such other costs and impositions as may be assessed or levied by a municipal taxing authority or utility service provider against the Facility or Site.

6.5.6 In the event the LLC pays any amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Agreement or under the law.

6.6 **Tax Indemnification.** The LLC shall indemnify and hold County harmless from and against the payment of any and all sales tax due to the State of Florida or any department or agency thereof in connection with the payments described in this Article 6, together with all interest, fines, penalties, costs or other charges thereon, regardless of when, or the party against whom, the same may be assessed or imposed.

6.7 **Maximum Private Payments.** In connection with the County Bonds the interest on which is excluded from gross income of the holders thereof for federal income tax purposes (the Tax-Exempt County Bonds"), during the period the Tax-Exempt County Bonds shall be outstanding, the present value of the sum of: (a) any payments made to the County by non-governmental persons for the use of any portion of the Facility that is financed with the proceeds of Tax-Exempt County Bonds and (b) amounts paid by the LLC for Capital Improvements to any portion of the Facility that is financed with the proceeds of Tax-Exempt County Bonds shall not exceed ten percent (10%) of the present value of the debt service (i.e., principal and interest) to be paid. Notwithstanding the preceding sentence, to the extent that any Capital Improvements, paid for by the LLC, have useful lives that are not reasonably expected (as of the date of installation) to extend beyond the Term, such Capital Improvements shall be disregarded. Useful lives may, at the County's request, be determined by independent appraisal.

ARTICLE 7

REPAIR AND MAINTENANCE AND COSTS OF OPERATION

7.1 **Generally.** Except as otherwise expressly provided herein, the LLC shall be solely responsible for all costs of, and the performance of, all of the Repair and Maintenance and operation of the Facility, as required to keep the Facility in good condition at all times, on a year-round basis.

7.2 **Repair and Maintenance.** With respect to the LLC's performance of Repair and Maintenance, the LLC agrees as follows.

7.2.1 Repair and Maintenance shall be performed on a regular, scheduled routine basis as is reasonably required to prevent deterioration of the Facility and extend the useful life of the capital assets. Standards of Repair and Maintenance for the MLB amenities, including, but not limited to, the Stadium and Team facilities, shall be similar to first-class MLB

facilities and standards of Repair and Maintenance for the remainder of the improvements shall be consistent with public recreation facilities in Palm Beach County.

7.2.2 All Repair and Maintenance shall be performed in a good and workmanlike fashion, utilizing good quality materials, supplies, components and replacement parts that are of equal or better quality than the quality of those being repaired or replaced, with all reasonable efforts made to preserve the aesthetics of the Facility consistent with the respective Repair and Maintenance standard for the improvement.

7.2.3 All equipment Repair and Maintenance shall meet manufacturer's recommendations and established government safety and/or regulatory standards, if applicable.

7.2.4 All Repair and Maintenance and operation of the improved and unimproved areas of the Facility and Site, and shall comply with the land management practices and ERP as set forth in Section 12.2 of the Interlocal Agreement.

7.2.5 All Repair and Maintenance, operation and environmental monitoring (if any) of the Buffer Area shall comply with the land management practices and the ERP as set forth in Sections 12.2, 12.3, and 12.4 of the Interlocal Agreement as well as any subsequent requirements placed on the Buffer Area as a condition of a regulatory approval and/or permit.

7.2.6 The LLC shall routinely inspect the Facility and Site to ensure that there are no conditions which present a safety issue or hazard to any persons, including but not limited to visitors and players. If such a condition is found, it is the LLC's sole responsibility to immediately protect the area from use, to provide warning of the condition as may be reasonably necessary in order to ensure the safety of persons at the Facility, and to perform all work required to restore the area to a safe condition within a reasonable period of time, provided, however, that the LLC may seek reimbursement, if applicable, for Emergency R/R Projects for Public Use Improvements as set forth in Article 10 of this Agreement. The existence or non-existence of a right to reimbursement does not alter or limit the LLC's obligations to inspect, identify, secure, and/or correct all conditions that present a safety issue or constitute a hazard to persons at the Facility and Site.

7.2.7 The LLC shall provide PD&O with a bi-monthly report of all Facility Repair and Maintenance that was performed to Public Use Improvements during the preceding two months and all Facility Repair and Maintenance scheduled for Public Use Improvements during the upcoming two months no later than the twenty-fifth (25th) day of each even numbered month (February, April, etc.). The LLC shall provide the County with access to the Facility to perform routine maintenance inspections.

7.2.8 The LLC shall not voluntarily create, cause, or permit to be created any lien or encumbrance on the Facility and/or Site. In the event that a construction lien is filed against the Facility, the Site, other County property, or the City Park Property, in connection with any work performed by or on behalf of the LLC, the LLC shall satisfy such claim, or transfer same to security, within forty-five (45) Days from the date of notice of such filing. In the event that the LLC fails to satisfy or transfer such claim within said forty-five (45) Day period, County may do so and thereafter charge the LLC, and the LLC shall promptly pay to

County upon demand all costs incurred by County in connection with the satisfaction or transfer of such claim, including reasonable attorney's fees. Further, the LLC agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

7.3 The LLC shall assume all of County's continuing obligations pursuant to the Reclaimed Water Agreement.

7.4 Inspection and Failure to Perform.

7.4.1 The County shall have the right, but not the obligation, to inspect the Site and Facility at reasonable times, upon reasonable request, or, at such time as the County has reason to believe that an emergency situation exists at the Facility and/or Site, to observe whether the LLC is performing its Repair and Maintenance obligations pursuant to this Agreement. If, in the County's reasonable opinion, the LLC has not performed its Repair and Maintenance obligations pursuant to the terms hereinabove, the County shall provide written notice to the LLC stating the basis for such opinion, and the LLC shall have thirty (30) days from the date of receipt of such notice during which to perform such Repair and Maintenance as required hereunder, or to notify the County that it disagrees with the County's opinion. If the LLC disagrees with the County opinion, the LLC and County agree to utilize the dispute resolution process identified in Article 18 of this Agreement.

7.4.2 The LLC shall permit County, or its representatives or agents to schedule and conduct visits of the Site and Facility as reasonably required to enable County to fulfill its insurance and/or restoration obligations pursuant to Articles 16 and 17 of this Agreement.

7.4.3 The County Representative shall visit the Site pursuant to Article 7 and Article 10 of this Agreement to observe the condition of the Facility solely for the purposes of determining whether the Repair and Maintenance is being performed consistent with the requirements of Sections 7.2.1, 7.2.2, 7.2.4 and 7.4 herein, and for determining placement and/or costs for the R/R Project spreadsheet pursuant to Article 10 of this Agreement.

7.4.4 The County Site visits authorized herein do not in any way eliminate, change, reduce, modify, transfer, or diminish the LLC's sole responsibility for: 1) the on-going operation of the Facility; 2) the assessment of the condition of the Site and Facility; and 3) the performance of corrective action, including but not limited to, Repair and Maintenance, as required to maintain the Site and the Facility in a safe condition. The LLC shall not be entitled to rely on any comments, recommendations, reports or the results of the County Representative or the County agents' Site visits, in lieu of conducting its own independent assessment and evaluation of the condition of the Site and the Facility.

7.4.5 The County shall coordinate all scheduled inspections pursuant to this Section 7.4 with the LLC to prevent interference with any scheduled use of the Site.

ARTICLE 8
LICENSING, INSPECTION, REGULATORY AND ADA RESPONSIBILITIES

8.1 Licensing, Regulatory and Safety Inspections.

8.1.1 All corrective work required at the Facility will be performed and funded as either Repair and Maintenance or an R/R Project.

8.1.2 For funding purposes, if the corrective work is not Repair and Maintenance, and it addresses a construction flaw or failure or other issue and such construction item cannot be resolved by the LLC pursuant to Section 13.1.1 or Section 13.1.2 of the Developer Agreement, then such corrective work shall be deemed a County R/R Project for Public Use Improvements and an LLC Project for non-Public Use Improvements.

8.1.3 The LLC's Repair and Maintenance responsibilities set forth in Section 7.1 and its R/R Project responsibilities set forth in Article 10, includes performing all emergency Repair and Maintenance and/or R/R Project work or other corrective action required to address hazardous or unsafe conditions arising from, or related to, licensing, permitting, inspection, audit, safety or regulatory requirements concerning the Site, Facility, and the LLC's operations, business, and/or use of the same, including but not limited to, any City, County, State, Federal, OSHA or BOC law, rules, regulations, ordinances, or other requirements. This includes, but is not limited to corrective work arising in anticipation of, or as a result of an inspection, audit, licensing or regulatory requirement or other compliance-related event.

8.1.4 The LLC shall be solely responsible for funding any Repair and Maintenance required to correct any condition, hazard, defect, flaw or failure, or other issue or condition arising from, or related to, licensing, permitting, inspection, audit, safety or regulatory requirements concerning the Site, Facility, and the LLC's operations, business, and/or use of the same.

8.1.5 The LLC's performance of corrective work required by Section 8.1.2 which otherwise meets the requirements of a County R/R Project is expressly subject to funding by County, pursuant to the processes and procedures set forth in Article 10 hereto.

8.1.6 Any corrective work required by Section 8.1.2 or Section 8.1.3 which otherwise meets the requirements of an LLC R/R Project, shall be reflected on the R/R Project Schedule as an LLC R/R Project, including, but not limited to, any corrective work required to comply with the requirements of any environmental permit or approval including monitoring and/or correcting groundwater issues, and such shall be funded and performed by the LLC pursuant to the processes and procedures set forth in Article 10 hereto.

8.2 ADA.

8.2.1 Pursuant to the terms of the Developer Agreement, the LLC is providing services as defined therein throughout the design and construction of the Facility and the Loop Trail, and the LLC has the responsibility of designing and constructing the Facility and the Loop Trail to be compliant with the requirements of the ADA. The LLC acknowledges that the LLC is

solely responsible for ensuring the Facility and Loop Trail are designed and constructed in accordance to the requirements of the ADA pursuant to the Developer Agreement.

8.2.2 The LLC is solely responsible for all ADA compliance requirements and all ADA complaints, litigation, claims or lawsuits, of whatsoever kind or nature, regardless of whether arising during the development of the Facility and prior to occupancy, or thereafter, and including claims from the Teams, guests, players, invitees, contractors, agents, or any other person or entity, and including, but not limited to, claims, litigation or lawsuits involving the Site, the Facility, the Loop Trail, Personal Property used at the Facility, and Capital Improvements, and regardless of whether arising from Facility design, use and operation, access or other issues.

8.2.3 The LLC shall advise the County of any change in law or regulation which may impact the compliance status of the Facility, and shall present the County with a plan for bringing the Facility into compliance. The LLC has the obligation to implement reasonable operating accommodations to achieve ADA compliance, but to the extent that modifications to the Facility are required, they will be considered Capital Improvements.

ARTICLE 9 CAPITAL IMPROVEMENTS

9.1 Capital Improvements.

9.1.1 All Capital Improvements proposed by the LLC to be made to the Facility shall require the prior written consent of the County in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. If approved in writing by the County, all Capital Improvements proposed by the LLC to be made to the Facility shall be undertaken, performed and 100% funded by the LLC. The County shall have no obligation to reimburse or pay the LLC for any LLC Capital Improvement. In addition, all Capital Improvements shall be assumed to be LLC R/R Projects for the purposes of determining responsibility for funding the R/R Projects for the Capital Improvements, unless the County agrees, in its sole discretion, to accept the R/R responsibility for a Capital Improvement. If the County agrees to accept the R/R responsibility for a Capital Improvement, it shall be made as an affirmative statement included in the written approval for the Capital Improvement at which time it will become binding on the County.

9.1.2 The LLC shall submit detailed plans and specifications prepared by a design professional licensed in the State of Florida for all such Capital Improvements to the County for County's written approval prior to commencing work on same, including the estimated project cost. The County's review of the LLC's proposed Improvements shall be limited to the determination of whether the improvements are consistent with the terms of this Agreement and that the improvements do not interfere with or reduce the public's access to the Facility.

9.1.3 County shall provide a written response within ten (10) business days after receipt of request by the LLC, failing which County shall be deemed to have consented to

such plans and specifications. Notwithstanding the foregoing, the County may request that the County be provided with additional time to provide the LLC with a written response as to whether the improvements restrict public access and are consistent with this Agreement.

9.1.4 All work done by the LLC shall be performed in a good and workmanlike manner using good quality materials, and supplies and shall be diligently prosecuted to completion strictly in accordance with the approved plans and specifications. The LLC shall obtain all development approvals and permits from the appropriate regulatory agencies prior to commencing any Capital Improvements and shall perform all such Capital Improvements in compliance with all applicable laws, ordinances and regulations.

9.1.5 The LLC is solely responsible for all required licensing, safety inspections, Repair and Maintenance, and operation of all Capital Improvements, if applicable.

ARTICLE 10 **RENEWAL/REPLACEMENT PROJECTS**

10.1 Renewal/Replacement (R/R) Projects.

10.1.1 The County and LLC have jointly determined the need for establishing and funding a program to address R/R Projects in order to ensure that age, use and deterioration of the Facility does not adversely impact its use or the cost to maintain the Facility. The R/R Project Schedule shall project, at a minimum, R/R Project requirements for the upcoming Budget Year and the next nine (9) Budget Years thereafter. The R/R Project Schedule shall address the requirements of the Facility and shall contain two sections; County R/R Projects and LLC R/R Projects.

10.1.1.1 The County is responsible for funding 100% of the County R/R Projects for Public Use Improvements when they are included in the Approved R/R Project Schedule.

10.1.1.2 The LLC is responsible for funding 100% of the LLC R/R Projects as identified on the Approved R/R Project Schedule.

10.1.2 No later than January 15 of each year, the LLC shall submit to County, its proposed R/R Project Schedule for review. No later than May 31, the LLC will be notified of County Staff's recommendation for funding of County R/R Projects as part of the County staff's recommended annual capital budget request. No later than October 1, the LLC shall be notified of the appropriations for the Approved R/R Project Schedule.

10.1.2.1 The first R/R Project Schedule shall be submitted no later than January 15 of the year following the first Full Spring Training Season played at the Facility. The R/R Project Schedule shall include each and every item with a fixed asset number whether physically tagged or not, its projected year for renewal or replacement and the estimate cost of the renewal or replacement task.

10.1.2.2 For each subsequent annual submittal, the R/R Project Schedule shall be updated to reflect any changes made necessary as a result of mid-year modifications, differing physical field conditions which may accelerate or extend the replacement year, and/or updated project estimate. The LLC shall submit, with the updated R/R Project Schedule, a detailed written narrative for each and every R/R Project that was not included in the Approved R/R Project Schedule, providing an explanation as to why such R/R Project had previously not been included in the R/R Project Schedule. Within fourteen (14) days after the County's receipt of the updated R/R Project Schedule, representatives of FD&O and the LLC shall meet at the Facility ("On Site Meeting") in order to review and discuss the updated R/R Project Schedule and agree upon any changes to the updated R/R Project Schedule.

10.1.2.3 The County and the LLC both agree to cooperate in the development of the updated R/R Project Schedule so that the R/R Projects are undertaken in a timely manner to ensure that the asset is renewed/replaced prior to material degradation of the utility/appearance of the asset, while recognizing periodic financial constraints of the County and the LLC. Material degradation of an asset occurs when; 1) the asset's condition is or may cause damage or increased costs to renew/replace other assets, 2) the asset's condition represents a hazardous condition that may increase liability, and/or 3) the asset has deteriorated in utility and appearance or has failed or is likely to fail.

10.1.3 The LLC shall have an obligation to implement and fund the Approved R/R Project Schedule for each Budget Year, subject to County reimbursement, pursuant to this Article 10, to the LLC for its expenditures towards County R/R Projects on the Approved R/R Project Schedule.

10.1.4 The LLC must perform the Approved County R/R Projects within the funding amount identified on the Approved R/R Project Schedule, unless an increase in County R/R Project funding is approved in writing by the County prior to the LLC issuing a contract or purchase order pursuant to Section 10.4. Approved expenditures will be reimbursed in accordance to the terms and conditions set forth below.

10.1.5 The County's obligation to fund or reimburse the LLC for County R/R Projects in any Budget Year is limited to those County R/R Projects that are reflected on the Approved R/R Project Schedule.

10.2 Mid - Year Modifications to Approved R/R Project Schedule.

10.2.1 The LLC shall have the right to request mid-year modifications to the Approved R/R Project Schedule only for an Emergency R/R Project by submitting a written request for a mid-year modification. Such request for modification shall include the scope, cost, schedule for implementation and the justification for the Emergency R/R Project. The justification for the Emergency R/R Project shall specifically indicate why the Emergency R/R Project cannot wait until the next funding cycle. The request shall also identify whether any or all of the implementation procedures need to be waived.

10.2.2 Notwithstanding the above, the LLC has the absolute obligation to immediately respond to emergencies, and/or situations that may pose a danger to the health and/or safety of persons or that may impact the integrity of the Facility.

10.3 R/R Project Reserves. The R/R Project Reserve was established pursuant to Section 8.4.7 of the Developer Agreement and contains cost savings, if any, accomplished during the construction of the Facility and allocated to the LLC R/R Project Reserve and the County R/R Project Reserve in order to fund the initial R/R Project obligations of County and the LLC. The County and the LLC will each first use their respective R/R Project Reserves to fund their respective R/R obligations pursuant to this Agreement until the R/R Project Reserves are exhausted. The parties acknowledge that the R/R Project Reserves are a small portion, if any, of the funding that will be required to fund each party's R/R obligations pursuant to this Agreement.

10.4 Implementation of R/R Projects.

10.4.1 All R/R Projects shall be performed in a good and workmanlike manner using good quality materials and supplies, and components and replacement parts that are of equal or better quality than the quality of those being repaired or replaced and shall be performed through completion. The LLC shall obtain all development approvals and permits from the appropriate regulatory agencies prior to commencing any R/R Projects and shall perform all such R/R Projects in compliance with all applicable laws, regulations and ordinances. The LLC shall obtain the advance approval of the Art in Public Places Administrator for any R/R Project that involves Art.

10.4.2 The LLC shall use its standard purchasing practices for all contracts/purchase orders entered into in connection with R/R Projects; provided that all purchases are undertaken and awarded by a competitive process. Unless the LLC has included qualification based criteria in the bid and the LLC can reasonably demonstrate that the low bidder did not meet those qualification criteria, the only justifications for not choosing the low bidder are either: 1) an award to the next lowest bidder in order to contract with a Palm Beach County certified SBE vendor and the SBE vendor's bid does not exceed the low bidder's price by ten percent (10%), or 2) an award to the next lowest bidder in order to contract with a bidder meeting the Palm Beach County's definition of local business and the local business's bid does not exceed the low bidder's price by five (5) percent. Preferences are not cumulative and in the event of a conflict, the SBE preference is of higher priority.

10.4.2.1 Qualification Based Selection Criteria. When necessary, the LLC may use qualification based selection criteria as a pre-bid step or as part of a competitive selection provided that the qualification based selection criteria is objective, directly responsive to the work, and does not limit competition among qualified bidders.

10.4.2.2 Projects in Excess of \$200,000. The LLC shall obtain a payment and performance bond in conformity to the requirements of Florida Statute § 255.05 on the County's most current form and from a surety meeting the County's requirements for all projects in excess of \$200,000, or such monetary limit as in effect at the time of the R/R Project.

10.4.3 For each and every project designated as a County R/R Project on the Approved R/R Project Schedule and prior to the LLC entering into a contract or purchase order for any individual R/R Project, the LLC shall submit; 1) the scope of work that was used as the basis for the bid, 2) a bid tabulation sheet that sets forth the vendor/contractor name and bid amount for each bid response ("R/R Project Bid Tabulation Sheet"), and 3) a copy of the LLC's proposed contract or purchase order which identifies the final scope of work to be purchased and a copy of the vendor's/contractor's insurance certificate naming the County as an additional insured. Within seven (7) days of the County's receipt of the foregoing, the County will issue a purchase order to the LLC in the amount of the intended awardee's bid plus an additional five percent (5%) contingency ("R/R Purchase Order").

10.4.4 For any County R/R Projects, the same requirements and process set forth above in this Section 10.4 shall apply and be used in connection with the reimbursement to the LLC of the costs and expenses incurred by the LLC for all design, testing lab and construction services agreements as well as any permit fees paid to a governmental entity.

10.4.5 Requests for payment against R/R Purchase Orders shall be made at intervals determined by the LLC, but no more frequently than semi-monthly. Requests for payment against R/R Purchase Orders shall be made by the LLC to the County and shall include; 1) the R/R Purchase Order number, 2) a copy of the vendor's/contractor's request for payment or invoice, and 3) evidence of payment by the LLC. For the purposes of this Section, a copy of a check written by the LLC or a bank statement indicating electronic payment details including vendor's/contractor's name, shall constitute evidence of payment. Any request for payment which includes a request for use of contingency funds, shall include a copy of the change order issued by the LLC to the vendor/contractor and shall specifically identify: 1) the scope of work included in the change order; 2) the amount of the change order; 3) the new total contract amount; and 4) an explanation of the reason for the change order. Any final payment request against each R/R Purchase Order shall be marked accordingly. Once the County has received a request or payment on an R/R Purchase Order, together with the foregoing documentation ("R/R Payment Request"), the County shall within five (5) business days from receipt of the R/R Payment Request review the request and notify the LLC if such request is complete or deficient. If the R/R Payment Request is deficient the LLC shall resubmit its R/R Payment Request to the County and the County shall within five (5) business days from receipt of the subsequent R/R Payment Request review such submittal and notify the LLC if such submittal is complete or deficient. This process shall continue until such time as the County receives a complete R/R Payment Request. Once the County receives a complete R/R Payment Request, the County shall make payment against the R/R Purchase Order within twenty-one (21) Days.

ARTICLE 11 REVENUE STREAMS

11.1 **Generally.** The LLC shall be entitled to receive and to retain all revenue streams, now known or hereafter devised, in connection with the year-round operation of the Facility for any and all events at the Facility, except for County Events pursuant to Section 5.3 or as may otherwise be set forth in a written agreement for use of the Facility. Notwithstanding anything herein to the contrary, the LLC shall not enter into any contracts or agreements

regarding the Facility that extend beyond the expiration of the Term of this Agreement. Additionally the LLC shall not enter into any agreements including, but not limited to, sponsorship agreements or donor agreements in exchange for naming rights, containing language that prohibits County from using, or providing incompatible products at no cost or charge to its event participants during a County Event, or in any way that restricts the promotional or advertising opportunities at County Events. The County acknowledges that the sale of products incompatible with the LLC's agreements is prohibited. Furthermore, the LLC shall include language in each and every contract or agreement regarding the Facility that the LLC enters into, that such contract or agreement is not binding upon the County and may be terminated in the event this Agreement is terminated. Without limiting the foregoing, the provisions of Sections 11.2 through 11.6 more specifically address certain revenue streams.

11.2 Ticket Sales. The LLC shall set ticket prices and entry fees for all events at the Facility, other than County Events, and shall be entitled to receive all revenue collected by the LLC. The LLC shall have the right to fix the charges for tickets in its sole discretion; provided, however, that the LLC's ability to charge admission, and the amount of any admission charges, shall be subject to all MLB Rules and Regulations, and any applicable Minor League rules, guidelines, regulations, requirements, directives and/or policies, as the same now exists or may be amended or adopted in the future. No direct or indirect ticket surcharges, franchise fees, charges, taxes, or, without limitation, other fees may be instituted or imposed by the County for admissions to baseball-related events at the Facility without the LLC's prior written consent, which consent may be withheld or conditioned in the LLC's sole discretion.

11.3 Parking. Except for County Events as set forth below, all revenues from all sources, including parking shall be retained by the LLC. The fees to be charged for such parking shall be determined by the LLC in its sole discretion. For County Events, the County shall only be charged the cost to prepare, manage and/or administer the parking for the County Event, and in no case shall the County be charged for the use of the Parking Areas.

11.4 Concessions. The LLC, or its designees, shall be the exclusive concessionaires and shall sell all concession items at all events held in and at the Facility and designated parking areas and retain all Concession Revenues, including Concession Revenues from all County Events. Subject to MLB Rules and Regulations, such concession stand items shall include but shall not be limited to, in the LLC's sole discretion, all foods, beverages (alcoholic and non-alcoholic), scorecards, programs, yearbooks, vending machines, merchandise, including but not limited to novelty items carrying the LLC's or one or both of the Teams' logos or the logo of any other Major League Club or Minor League Club, as well as any interactive games, video games, batting or pitching cages and other entertainment-oriented retail or food service items, including, without limitation, any Spring Training Season related promotions and advertising, and any event-related activities scheduled by the LLC. The LLC's rights hereunder shall include, without limitation, the exclusive right to vend concession and novelty items from permanent or portable concession units located at the Facility, and, to the extent permitted by law, on public streets and ways abutting any portion of the Facility or the immediately adjacent parking areas. To the extent of the County's jurisdiction, the County agrees to deny any other person or entity the right to sell concessions, and novelty, food and beverage, and retail items in or at the Facility.

11.5 Advertising/Broadcasting.

11.5.1 All revenues received by the LLC from all advertising, promotions or sponsorships (including without limitation scoreboard/message center advertising during any of the events or activities at the Facility, annual billboard signage (e.g., outfield fence, concourses and other advertising signage at the Facility), marquee signage, naming rights, advertising rights and, without limitation, other rights with regard to the name of the Facility or any part thereof shall be the sole property of the LLC for the Term of the Agreement.

11.5.2 The LLC shall have and control all naming rights to the Facility and all parts thereof, but agrees "of the Palm Beaches" shall be added to the end of the name for the Facility. Naming rights shall not be subject to termination by the County until the date of the expiration of the Term or the earlier termination thereof. If necessary, the County shall assist the LLC in obtaining any permits or licenses required under the laws or regulations of any government authority and necessary to the scoreboard message center and billboard advertising. The County shall also not unreasonably withhold its approval of any such permits or licenses required under its laws or regulations, if necessary. Notwithstanding anything to the contrary in this Agreement, any advertising, signage, sponsorship or naming rights shall comply with all MLB Rules and Regulations.

11.5.3 The LLC shall receive all revenue from their respective radio broadcast, cablecast, televising, or other video and/or audio means of broadcasting or transmitting any or all portions of any games played by the Teams or any other Major League Clubs, Minor League Clubs, or any other teams, and the County shall not participate, in any manner, in determining when or whether said games shall be televised, cablecast or broadcast. The County will not directly or indirectly charge or impose special fees, permits or hook-up expenses to the LLC or its broadcasters, cable casters or telecasters. If any provisions of this Agreement conflict with any provisions of any agreement between Major League Baseball and any national rights holder (each such agreement a "National Rights Agreement"), the National Rights Agreement shall in all respects control.

11.6 Other Revenue. Except as otherwise provided in Section 5.3, the LLC shall be entitled to any and all fees from third-parties for use of the Facility during the Term, as well as any other monies, without limitation, generated pursuant to other revenue streams not enumerated above, provided however, that any agreements with other entities requiring construction, alteration, and related permitting approvals shall require the prior written consent of the County and shall require the LLC to enter into a written agreement with such entity.

ARTICLE 12
TOURIST PROMOTION

12.1 County Tourism Identity Logo and County Seal.

12.1.1 The County shall provide the LLC with the form of the County Seal and the Tourism Identity Logo upon request. County shall provide the LLC with copies of any update or revision to the County Seal and/or Tourism Identity Logo, and within ninety (90) days

thereafter, the LLC shall update its marketing and promotional materials, including the County Seal or Tourism Identity Logo pursuant to Section 12.1.2 herein, to the newest version.

12.1.2 Unless precluded by MLB Rules and Regulations or the design of the Facility, the LLC will place the County's Tourism Identity Logo or County Seal, at the County's election, which shall be no larger than three (3) feet in diameter, in a visible location inside the stadium at the Facility.

12.1.3 Prior to the start of the Championship Season, the LLC shall cause the Teams to coordinate the placement and content of marketing services and promotions within each Home City MLB Stadium with the TDC. It is understood, however, that the exact placement and content of such marketing services and promotions will not be such to adversely impact either the stadium aesthetics or the Teams' baseball operations, and shall be in all instances subject to MLB Rules and Regulations. There shall be no changes to the colors of the Tourism Identity Logo or the County Seal used in such marketing services and promotions unless approved in advance by the TDC Representative and the County.

12.1.4 The LLC further agrees to place an appropriate County dedication plaque near the entrance of the stadium at the Facility.

12.1.5 The LLC shall cause the Teams to use the County Seal and County Tourism Identity Logo in all in-County marketing efforts, except for those marketing efforts that do not include any graphics, print or visual media and excluding merchandise and on-Site signage.

12.1.6 Notwithstanding anything in this Agreement to the contrary, in the event that the MLB Rules and Regulations preclude (i) the County from exercising the rights granted in this Article 12, and/or (ii) the LLC from performing its obligations as set forth in this Article 12, then the LLC shall provide the County with an alternative marketing tool that provides the County with benefits that are of equal or greater value to those that are provided for in this Article 12 and that are acceptable to the County in the County's reasonable discretion.

12.3 Astros' Obligations.

12.2.1 As additional consideration for the use of the Team Improvement Areas, the LLC shall cause the Astros to annually provide tourism marketing and promotional services for the Facility valued at no less than \$500,000 annually, at the Astros' Home City MLB Stadium or to the Astros' Home City audience.

12.2.2 Three months prior to the start of the Spring Training Season, the LLC shall cause the Astros to present a draft promotional plan, including the content, proposed placement and then current value of the materials and promotion to be provided in the Home City, to the TDC to come to a mutually agreeable plan.

12.2.3 This plan may be inclusive of social media channel strategy, digital promotions on Team websites, broadcast radio strategy for the radio networks and multi-lingual stations, broadcast television, traditional hospitality, ticketing and public relations opportunities

for in-home market entertainment of potential business to business clients, e.g., travel agents, meeting planners, along with any local charity connections the Team is supporting, print programs, line-up cards, and welcome center materials to be used at Florida Welcome Centers for the drive market. A list of marketing assets that may be included in the promotional plan is attached hereto as Exhibit F.

12.2.4 For Major League Spring Training Home Games of the Astros, the LLC shall cause the Astros' radio rights holders to provide a minimum of one (1) live drop-in announcement promoting tourism in Palm Beach County. The TDC will provide factual talking points related to leisure traveler points of interest that can be used by game announcing personalities during the radio broadcast. The Tourist Development Council will provide for television broadcasts of Major League Spring Training Home Game including video content and "B" roll of tourism assets throughout Palm Beach County. The TDC shall submit the content required for all drop-in announcements by February 15th of each year.

12.2.5 In the event the Astros and the TDC cannot reach agreement on the promotional plan, the LLC shall cause the Astros to attend dispute resolution with County pursuant to Article 18 for the sole purpose of resolving the dispute on the content, placement and value of the services.

12.3 Nationals' Obligations.

12.3.1 As additional consideration for the use of the Team Improvement Areas, the LLC shall cause the Nationals to annually provide tourism marketing and promotional services for the Facility valued at no less than \$500,000 annually, at the Nationals' Home City MLB Stadium or to the Nationals' Home City audience.

12.3.2 Three months prior to the start of the Spring Training Season, the LLC shall cause the Nationals to present a draft promotional plan, including the content, proposed placement and then current estimated value of the materials and promotion to be provided in the Home City, to the TDC to come to a mutually agreeable plan.

12.3.3 This plan may be inclusive of social media channel strategy, digital promotions on Team websites, broadcast radio strategy for the radio networks and multi-lingual stations, broadcast television, traditional hospitality, ticketing and public relations opportunities for in-home market entertainment of potential business to business clients, e.g., travel agents, meeting planners, along with any local charity connections the team is supporting, print programs, line-up cards, and welcome center materials to be used at Florida Welcome Centers for the drive market. A list of marketing assets that may be included in the promotional plan is attached hereto as Exhibit F.

12.3.4 For Major League Spring Training Home Games of the Nationals, the LLC shall cause the Nationals' radio rights holders to provide a minimum of one (1) live drop-in announcement promoting tourism in Palm Beach County. The TDC will provide factual talking points related to leisure traveler points of interest that can be used by game announcing personalities during the radio broadcast. The Tourist Development Council will provide for television broadcasts of Major League Spring Training Home Game including video content and

"B" roll of tourism assets throughout Palm Beach County. The TDC shall submit the content required for all drop-in announcements by February 15th of each year.

12.3.5 In the event the Nationals and the TDC cannot reach agreement on the promotional plan, the LLC shall cause the Nationals to attend dispute resolution with County pursuant to Article 18 for the sole purpose of resolving the dispute on the content, placement and value of the services.

12.4 County's Obligation to Promote. The County shall use reasonable efforts to promote the presence of the Teams' baseball operations and to promote the sale of tickets to all events at the Facility, by all reasonable methods incidental with its regular tourist promotion activities.

ARTICLE 13

TRANSFER OF TEAM OWNERSHIP/ ASSIGNMENT OF AGREEMENT

13.1 Assignment and Transfer of Interests. Except as permitted by Section 13.2, the LLC Parties may not assign, convey, or transfer this Agreement, or any interest in this Agreement, nor may a Team assign, convey or transfer its interest in the LLC without the prior, written consent of the Florida Department of Economic Opportunity ("DEO") and the County, provided such consent shall not be unreasonably withheld. The County shall not assign this Agreement without the written consent of the LLC.

13.2 Conditions for Approval of Transfer of Team Ownership.

13.2.1 Nothing herein shall prohibit or in any way prevent an owner of an interest in a Team (including its successors and assigns) from transferring all or any part of its respective ownership interest in the Team, at any time, subject, however, to the continuing obligations of the Team pursuant to this Agreement and the Guaranty set forth in Section 16.7 herein. In addition thereto, the Team itself, at any time, shall have the absolute and unconditional right to transfer its assets, inclusive of the asset representing the MLB franchise and the Team's ownership interest in the LLC, (provided no interest in the LLC shall be transferred separately from the asset representing the MLB franchise to another Major League Club unless such separate transfer otherwise meets the requirements of this Agreement), and provided the entity assuming the obligations of the transferring Team, or an Affiliate of such entity, meets the net worth requirements of the Guaranty set forth in Section 16.7. Transfer of Team ownership (either by transfer of ownership interest or sale of the MLB franchise by the Team) in no way releases, extinguishes or alters the LLC's responsibilities pertaining to the Operative Agreements. Provided the transferring entity is not in default of the Operative Agreements at the time of transfer, a transfer of an MLB franchise above and execution of the assignment and assumption agreement, shall release, extinguish and forever discharge the obligations of the transferring ownership entity for any matter attributable to the transferring entity under the Operative Agreements from and after the date of transfer. The County agrees to provide any new owner, or potential acquirer of the Team or its assets (either by transfer of ownership interest or sale of the MLB franchise, or interest in the LLC by the Team) with an estoppel certificate within fifteen (15) Business Days of receipt of written request from the LLC,

setting forth the status of the Operative Agreements and any default(s) under the Operative Agreements, and if so, summarizing such default(s).

13.2.2 Nothing herein shall prohibit or in any way prevent an owner of an interest in the LLC, including its successors and assigns, from transferring all or any part of its ownership interest in the LLC, at any time, to an Affiliate, provided that each Guaranty always remains in full force and effect. In addition thereto, a Team (or Teams), (or its Affiliate), may assign or transfer its interest in the LLC (or the LLC, itself, may assign or transfer its interest in the Operative Agreements), to another Major League Club (or Major League Clubs) only with DEO's prior written consent, which consent shall not be unreasonably withheld, provided the following conditions have been satisfied: 1) the proposed Club assignee(s) can demonstrate equal or greater attendance records at its current Spring Training Season facility, averaged over the last three (3) Spring Training Seasons, as compared to the assignor Team(s); 2) the assignee Team(s) assumes 100% of the assignor's Team(s) obligations pursuant to the Operative Agreements beginning from the date of execution of this Agreement; 3) the assignee Team(s) meets the net worth or fair value of equity requirements of the Guaranty set forth in Section 16.7, and 4) the assignee Team(s) executes an Agreement and a Guaranty in the same form as this Agreement and the Guaranty incorporated herein by reference in Section 16.7, specifically relating back to the respective, original Agreement and Guaranty execution dates; 5) the Major League Club(s) assignee(s), assuming the obligations of the assignor Team(s), must not be terminating early or breaching an existing agreement funded in whole or in part by State funds, including, but not limited to funds obtained pursuant to sections 288.11621 and 288.11631 of the Florida Statutes and 6) the resulting assignment or transfer must result in two separate Major League Clubs agreeing to continually use the Facility for their Spring Training Home Games for the balance of the Term of, and in keeping with, this Agreement. Provided such assignor Team(s) is not in default of the Operative Agreements at the time of transfer, such transfer shall release, extinguish and forever discharge the obligations of the transferring/assignor Team(s) for any matter attributable to the transferring/assignor Team(s) under the Operative Agreements from and after the date of transfer or assignment. The County agrees to provide any such new owner, or potential acquirer of any interest in the LLC or its assets, with an estoppel certificate within fifteen (15) Business Days of receipt of written request from the LLC, setting forth the status of the Operative Agreements and any default(s) under the Operative Agreements, and if so, summarizing such default(s).

13.2.3 A Team may enter into written sub-use agreement(s) with other Major League Clubs for periodic uses of the Facility. Any such sub-use agreement shall in no way release or extinguish the obligations of the LLC pursuant to this Agreement or the obligations of the Teams pursuant to this Agreement and the Guaranty executed by the Teams as set forth in Section 16.7 herein.

13.3 **Managers.** The present managers of the LLC (Arthur Fuccillo and Giles Kibbe) shall have the absolute right without condition or restriction, to transfer their interests and/or responsibilities in the LLC to Affiliate entities or individuals. The County will be provided notice within thirty (30) days of such transfer.

ARTICLE 14

TAXES

14.1 Generally. The parties agree that the use of the Facility is as a sports facility with permanent seating and as a stadium. The parties reasonably believe that the Facility, the LLC's interest therein and operation thereof, are presently immune from Ad Valorem and/or real estate taxes as the Site and the Facility are owned by County. Provided the Facility is used primarily as a public sports facility, the County and the LLC agree to reasonably cooperate together in: 1) maintaining or obtaining an Ad Valorem and/or real estate tax immunity throughout the Term, and 2) challenging or contesting any real estate taxes, Ad Valorem assessments or similar real estate taxes that impact the LLC's interest in or operation of, the Facility. Notwithstanding the above, the LLC shall have sole liability and responsibility for all Ad Valorem or real estate taxes or assessments that are imposed or assessed against the Site, the Facility, the LLC's interest therein, and/or the LLC's operation thereof, except as otherwise set forth in Section 14.2. The LLC shall have sole responsibility and liability for all lawful taxes, assessments, licenses and charges on the operations at the Facility including, but not limited to, all lawful taxes, assessments, licenses and/or charges on Personal Property and Capital Improvements located at the Facility, as well as on goods, merchandise, equipment and property owned by the LLC and/or the Teams and located in or about the Facility for which an exemption is not available. It is the parties express intention that the LLC shall have sole liability for back taxes, penalties, fines or fees that may result from an audit or review of the LLC's operations at the Facility. This provision shall in no way be construed as restricting the County or the LLC from contesting the legality of any tax or assessment and the County agrees to use good faith efforts to assist the LLC in contesting any such tax, imposition or assessment.

14.2 It is the intent of the County to not have the LLC be financially impacted by the assessment of Ad Valorem taxes. If, in the future, any Ad Valorem real property taxes are imposed or assessed against the Site, the Facility, the LLC's interest therein and/or the LLC's operation thereof the County agrees to pay all such Ad Valorem real property taxes when due. The County's obligation to pay the Ad Valorem taxes pursuant to this Section 14.2, is solely contingent on; 1) the LLC providing evidence of the tax bill (if applicable) to the County within 5 working days of receipt, and 2) the City of West Palm Beach agreeing to reimburse the County for Ad Valorem taxes due to the City pursuant to Section 35 of the Interlocal Agreement. If necessary to meet the intent of this provision, the parties will agree to alternative arrangements to meet said intent.

ARTICLE 15

LITIGATION AND INDEMNITY

15.1 Litigation. The LLC shall be responsible for the defense of all litigation, hearings, claims, demands or suits, including appeals, or other liability, arising as a result of the development, operation, or use of the Site, Facility, and City Park, including such litigation, claims, demands, suits and proceedings where the County has been named as a Defendant or Respondent, to the extent such litigation, claim, demand or suit, concerns any obligation or duty of the LLC concerning the Site, Facility, and City Park, under any of the Operative Agreements

and/or the Due Diligence and Planning Services Agreement. This includes, but is not limited to, claims, demands, accidents or injuries, suits, or other liability involving personal injuries at the Facility, including, but not limited to, driveways, sidewalks, entrances and exits from the Site and Facility. Notwithstanding the above, the LLC shall not be responsible for the defense of any taxpayer challenge to County or governmental funding of the Site, Facility and/or City Park. The County agrees to be responsible for all litigation, hearings, claims, demands or actions, including appeals, or other liability, to the extent and limits provided in Florida Statutes, Section 768.28, arising solely from the actions of the County's employees. The parties acknowledge that the foregoing shall not; 1) constitute an agreement by the County to indemnify the LLC; 2) be construed as a waiver of sovereign immunity, 3) constitute a waiver of any defense the County may have under Section 768.28, Florida Statutes, or any other statutes, or 4) constitute consent to be sued by third parties.

15.2 Indemnification.

15.2.1 The "County Indemnified Parties" means the County, including each of its respective agents, employees and elected officials.

15.2.1.1 The LLC agrees to protect, defend, reimburse, indemnify and hold County Indemnified Parties free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney's fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, for any damage to property or the environment, economic losses, or bodily injury (including death) incurred or sustained by any Person, arising out of, or in incident to, or in connection with; (i) the use and operation of the Facility and all driveways, sidewalks, walkways, entrances and exits from the Site and Facility, (ii) any act or omission of the LLC Parties, (iii) the LLC's performance, non-performance or purported performance under this Agreement, and/or (iv) the condition of the Facility and Site caused by the LLC's failure to adequately repair and maintain the Facility and Site.

15.2.1.2 The LLC further agrees to hold harmless and indemnify County for fines, citations, court judgments, insurance claims, restoration costs, damages, or other liability resulting from the LLC Parties' activities pursuant to this Agreement, whether or not LLC was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving the LLC Parties' activities.

15.2.1.3 In case County shall be made a party to any litigation commenced against the LLC Parties or by the LLC Parties against any third party related to the LLC Parties' activities or obligations pursuant to this Agreement, then the LLC shall protect and hold harmless and pay all costs and reasonable attorney's fees incurred by County in connection with such litigation, and any appeals thereof.

15.2.1.4 The foregoing indemnification shall not apply to the extent any claims, liability, expenses, losses, fines and damages arises from the negligent or willful acts of the County Indemnified Parties.

ARTICLE 16
INSURANCE/GUARANTY

16.1 Team Insurance. The LLC shall cause the Teams to secure and maintain during the Term, at no cost to the County, the following coverages covering its operations hereunder:

A. Worker's Compensation. Insurance covering all Team employees (including coaching staff and players) meeting statutory limits in compliance with the applicable state and federal laws.

B. Commercial General Liability. Coverage shall have minimum limits of \$5,000,000 per occurrence and \$10,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability, which limit can be evidenced by any combination of primary and excess coverage. This shall include Premises and Operations; Personal and Advertising Injury; Independent Contractors; Products and Completed Operations; Contractual Liability; Liquor Liability; and Athletic Participation coverage.

C. Automobile Liability. Coverage will include all licensed, over-the-road vehicles owned or used by the Team with minimum limits of no less than \$1,000,000.00 per accident.

16.2 LLC Insurance. The LLC shall secure and maintain, or shall cause to be secured and maintained, during the Term, at no cost to the County, the following coverages covering its operations hereunder, provided, however, that if the obligations are met by an Umbrella Policy, such policy shall be as broad as the primary:

A. Workers' Compensation. Insurance covering all LLC employees meeting statutory limits in compliance with the applicable state and federal laws.

B. Commercial General Liability. Coverage shall have minimum limits of \$5,000,000 per occurrence and \$10,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability, which limit can be evidenced by any combination of primary and excess coverage. This shall include Premises and Operations; Personal and Advertising Injury; Independent Contractors; Products and Completed Operations; Contractual Liability; Liquor Liability; and Athletic Participation coverage.

C. Automobile Liability. Coverage will include all licensed, over-the-road vehicles owned or used by the LLC with minimum limits of no less than \$1,000,000.00 per accident.

D. Property Insurance for LLC Restoration Areas. The LLC shall insure the LLC Restoration Areas against damage or destruction by fire, flood, hurricanes, tornadoes, terrorism or other casualty under a standard "all risk" insurance policy. Insurance shall be for one hundred percent (100%) replacement value. In the event of a casualty, the LLC shall be responsible for paying the deductible.

16.3 Additional Requirements.

16.3.1 All insurance policies must be issued by an insurance carrier with an A.M. Best rating of A- and Class VII or better.

16.3.2 The LLC shall cause the County to be listed as an additional insured (and not as a named insured) for claims arising in connection with the LLC's operations on the Commercial General Liability Policy (using ISO Form CG2010 10 101 or its equivalent) and the Automobile Policy. The Additional Insureds shall include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). Coverage for the County as an additional insured shall apply on a primary basis irrespective of any other insurance, whether collectible or not, in connection with the operations of the LLC. No policy shall contain a self-insured retention, but may have a deductible.

16.3.3 Current valid insurance policies meeting the requirements herein identified shall be maintained during the Term. Renewal certificates shall be sent by the LLC to the County as soon as practicable after the policy is renewed. There shall also be a ten (10) day notification to the County in the event of cancellation of any stipulated insurance coverage.

16.4 County Insurance. The County shall secure and maintain during the Term the following coverage:

A. Property Insurance. The County shall insure the Facility against damage or destruction by fire, flood, hurricanes, tornadoes, terrorism or other casualty under a standard "all risk" insurance policy ("Damage"), except as otherwise set forth in Section 17.2. Insurance shall be for one hundred percent (100%) replacement value. County shall be responsible for paying deductible costs, except that in the event the damage by fire or by other casualty is due to any fault or neglect of the LLC, then the LLC shall be responsible for paying a reasonable deductible, not to exceed One Hundred Thousand Dollars (\$100,000.00) in the aggregate.

B. Renewal. Current valid insurance policies meeting the requirements herein identified shall be maintained by the County during the Term. Renewal certifications shall be sent by the County to the LLC as soon as practicable after the policy is renewed. There shall also be a ten (10) day notification to the LLC in the event of cancellation of any stipulated insurance coverage.

C. Other Insurance. Without waiving the right to sovereign immunity as provided by Florida Statutes §768.28, County shall maintain, during the entire term hereof, self-insurance coverage or third-party insurance coverage for comprehensive general liability and automobile liability in the amount of Two Hundred Thousand Dollars (\$200,000) per person and Three Hundred Thousand Dollars (\$300,000) per incident or occurrence and Worker's Compensation insurance covering all County employees in accordance with Florida Statutes Chapter 440. In the event the Legislature should change the County's exposure by statute above or below the sums insured against, the County shall maintain insurance to the extent of that

exposures. Upon request by the LLC, the County shall provide a statement or certificate of insurance evidencing its insurance, and/or self-insurance coverage.

16.5 Waiver of Sovereign Immunity. The County acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes §768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee's office or employment under circumstances in which County, if a private person, would be liable under the general laws of this State.

16.6 Waiver of Subrogation. The County and the LLC each hereby waive any and all rights of recovery against each other and their respective agents and employees for loss or damage to each other arising from any cause insured against under any policy of insurance required to be carried by such waiving party to the extent of all proceeds recovered thereunder.

16.7 Guaranty. The full and unconditional performance of the obligations of the LLC set forth in this Agreement is guaranteed by the Teams, pursuant to the Astros' Guaranty and the Nationals' Guaranty, which are attached to the Developer Agreement as Exhibits I-1 and I-2 and incorporated herein by reference. Any attempt by a Team to rescind or terminate its Guaranty to this Agreement shall constitute a material breach of this Agreement, excluding an authorized transfer or assignment as set forth in Article 13. Each Guaranty is an unconditional, absolute, irrevocable, general and continuing guaranty.

16.8 Notification to County. In the event of: 1) a life threatening or dangerous incident or injury where the LLC is made aware that medical attention was sought and occurred within a Public Use Improvement of the Facility, and/or; 2) any claim or action that names the County or alleges that the County has responsibility in whole or in part, the LLC shall notify the County's Risk Management Department and provide general information concerning the claim and cooperate with the County in investigating and taking such action as may be appropriate.

ARTICLE 17

DAMAGE/DESTRUCTION OF FACILITY

17.1 Casualty Loss.

17.1.1 If all, or any portion of the Facility, other than the LLC Restoration Areas, is damaged or destroyed by fire, flood or other casualty (a "Casualty Loss"), the County, shall fund the repair and restoration of that portion of the Facility to the greater of the condition existing immediately prior to such Casualty Loss or the condition required by Law, provided, however, that County is under no obligation to fund the repair and restoration of any work in regard to the LLC Restoration Areas, and provided that County is under no obligation to fund the repair or restoration of any property damage resulting from deviations from County's standard design and construction policies that are identified in Exhibit F to the Developer Agreement.

17.1.2 In advance of a named tropical storm or other local public service announcements of sustained winds in excess of 45 mph, the LLC has the responsibility and

obligation for taking reasonable measures to prepare the Facility as if it was the owner of the Site and Facility. Particularly, the LLC shall be responsible for securing personal property, ensuring that all building openings are closed, installing wind protection devices that were purchased with funding from the Program Budget, and for removing construction materials and any other temporary equipment that may otherwise be stored on the Site. Within 48 hours of a wind event concluding, the LLC has the responsibility and obligation to; i) evaluate the site for damage to the Facility which is the financial responsibility of the County pursuant to Section 17.1.1, and ii) contact the County's Representative to review the evaluation described in i) above, and for instructions for mitigating further damage to the Facility and proceeding with the repair and restoration of the Facility.

17.1.3 If, in the LLC's good-faith judgment, there is substantial interruption with the operation of the LLC's activities at the Facility as a result of a Casualty Loss which requires the LLC to temporarily utilize other facilities, or cancel scheduled events at the Facility, the LLC shall schedule spring training activities and the games of the Teams at other facilities and the LLC's obligations under this Agreement, including payment of the fees set forth in Article 6 herein, shall be temporarily suspended until the County has performed its obligation to fund the repair and restoration of the Facility as required in Section 17.1.1 to permit the intended use hereunder. The County, the LLC, and the Teams agree to use good faith efforts to apply any applicable benefits and proceeds under any applicable insurance policies received for the Facility to restore the Facility to a usable condition in the shortest period of time. In addition, the Teams agree, after thoroughly evaluating all player and visitor safety issues, and determining that it is safe to do so, to resume the use of the Facility for Spring Training in advance of the entire restoration being completed. If the Facility repair and restoration is not or will not be funded by County as required in this Article 17 within three (3) years of the date of the Casualty Loss, then the LLC will have the option to terminate this Agreement. The LLC shall provide written notice of termination pursuant to this Section 17.1.3 to the County, and upon such termination, the County and the LLC shall be relieved of their obligations hereunder, except as expressly provided herein to the contrary in this Agreement.

17.1.4 Upon receipt of County funding pursuant to Section 17.1.1 or 17.1.3, the LLC shall perform the repair and restoration diligently and expeditiously to the greater of the condition existing immediately prior to such Casualty Loss or the condition required by Law.

17.2 LLC Restoration Areas

17.2.1 The repair and restoration of the LLC Restoration Areas following a Casualty Loss shall be the sole responsibility of the LLC. The LLC shall repair, restore and rebuild the LLC Restoration Areas as is required in order to resume use of the Facility for its intended use. County may consider, but is not required, to temporarily suspend the LLC's fee obligations pursuant to Article 6 of this Agreement in the event of a Casualty Loss to the LLC Restoration Areas.

17.2.2 All property damaged or destroyed as a result of deviations from County's standard design and construction policies identified in Exhibit F to the Developer Agreement, shall be considered LLC Restoration Areas for the purposes of determining

financial responsibility for claims including, but not limited to, damage to personal property, damage to the Facility, all property insurance claims and deductible costs and financial responsibility for repairs or restorations to property resulting from said deviations.

17.2.3 All property damaged or destroyed as a result of the LLC adding to, modifying, or using a structure in a manner other than its intended use, or without first seeking any and all approvals and permits for the addition, modification, or use shall be considered LLC Restoration Areas for the purposes of determining financial responsibility for claims including, but not limited to, damage to personal property, damage to the Facility, all property insurance claims and deductible costs and financial responsibility for repairs or restorations to property resulting from said deviations. For clarity, this Section 17.2.3 is not intended as an exemplification of Section 17.2.2.

ARTICLE 18 DISPUTE RESOLUTION

18.1 Dispute Resolution. The LLC and the County agree to make every reasonable effort to resolve any dispute under this Agreement prior to either party's proceeding to file a lawsuit due to a default by the other party. Accordingly, in the event of a dispute related to the performance of either the LLC or the County under this Agreement, the LLC and the County agree not to file a lawsuit until they have engaged in an expedited dispute resolution mediation process, the parameters of which are to be agreed upon by the parties. The process is initiated by delivery of written notice to the other party, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The initial mediation sessions shall be within thirty (30) days from the initiating notice. The parties agree to share equally in the costs and expenses of the mediation and to each bear their own attorneys fees and costs. The parties may mutually agree to extend the timeframes set forth in this Section.

ARTICLE 19 CONDITIONS PRECEDENT

19.1 Conditions Precedent. The obligations of the County under this Agreement are expressly subject to each of the following conditions precedent having been satisfied;

A. The full execution and effectiveness of the Operative Agreements, including, specifically, the effectiveness of the Interlocal Agreement without the need for a referendum pursuant to Section 2-31(27)(f) of the City Code of Ordinances. For clarity, in the event a referendum is required and the referendum passes, then the condition precedent set forth in Section 19.1(A) will remain unsatisfied. If a referendum is required and fails, then said condition precedent shall be deemed satisfied as long as said referendum occurs within the timeframe set forth herein or any extension agreed to by the parties; and

B. The County's receipt of the Funding Certification Letter; and

C. The approval of this Agreement by Major League Baseball, if required.

**EXHIBIT E
LLC RESTORATION AREAS**

The LLC Restoration Areas shall mean any and all items below for any type of loss.

- a. natural or manmade water bodies;
- b. earthened improvements such as, but not limited to landscaping, playing surfaces/subsurfaces and berms;
- c. fencing and netting;
- d. motorized vehicles and motorized equipment whether owned by the County or the LLC;
- e. personal property not attached or otherwise affixed to the Facility whether owned by the County or the LLC; and
- f. personal property attached or otherwise affixed to the Facility, which is NOT either; 1) installed interior to a fully enclosed building structure, 2) attached or affixed exterior to a fully enclosed building structure but is subject to wind loading requirements of the building code, or 3) affixed spectator seating in the stadium bowl (bleachers not included).

For any loss as a result of a wind event only, the County's property insurance will cover; 1) County owned Personal Property which is not affixed to the Facility, and/or 2) Personal Property attached or affixed exterior to a fully enclosed building structure but without being subject to wind loading requirements of the building code; providing that; 1) the specific article of Personal Property can be legally stored within a fully enclosed building structure, and 2) is placed there by the LLC prior to a wind event. It will be the LLC's sole responsibility to provide date and time stamped photographic documentation of the placement of such articles being located in the fully enclosed building structure in order to seek coverage pursuant to the County's property insurance.

EXHIBIT F
BASEBALL MARKETING ASSETS

The following assets may be considered by the Teams for inclusion in the Annual Marketing Proposal:

Social:

- Social media channels (FB, Twitter, Vine, Instagram, etc.)
- Detail minimum number of posts (FB, Twitter, Vine, Instagram, etc.)
- Expected follower numbers (per channel) (FB, Twitter, Vine, Instagram, etc.)
- Opt-In's and access to share this database
- eNewsletters with fans, season ticket holders, etc
- Distribute our message "Discover the Palm Beaches Florida" to database
- Digital tools for fans (photo booths with small opt-ins)
- Any "giveaway" opportunities. Where fans "Tweet to Win" or similar programs
- Ticketing data with geographic information (access to ticket purchase credit card, zip codes, etc.)
- Players and/or coaches Tweet or Post -- expand reach of Discover the Palm Beaches Florida

Digital:

- Winter promotions (i.e., January/February), banner ads, etc. on Team websites pitching the upcoming spring season in the Palm Beaches. TDC will provide Banners
- 15 second Pre-roll videos on team's landing pages

Broadcast - Radio

- Define flagship stations
- Outline radio network (multiple stations in listening area)
- English and Spanish speaking stations
- Regular / fulltime color commentators available for "Live Reads" during play-by-play (example: Voice of the Astros... Voice of the Nationals...) Can they become "spokesperson" for The Palm Beaches?
- Sweepstakes/promotions for Fly-a-ways to Spring Training. These can be integrated into digital and social strategies.

Broadcast - TV

- Baseball signage behind home plate visibility
- Post-game or coach's shows to discuss Spring Training in the Palm Beaches
- Interview backdrops with Discover the Palm Beaches Florida and Team Logos step & repeat
- Dug out signage in view of cameras

- Regular /fulltime color commentators available for "Live Reads" during play-by-play (Voice of the Astros... Voice of the Nationals...)

Traditional Hospitality, Public Relations

- Convert these to B-2-B Assets
- Provide use spring training and regular season VIP suites and tickets for familiarization tours in County and in the Home City for travel agents, meeting planners, of Tourist Development Council Agencies
- Provide a minimum of 25 per game w/ amenities and unique "experiences"
- Chance for "Meet and Greet with players and/or coaches"
- Coaches and/or players do "sessions" or "clinics" with local youth sports in Palm Beach County organized by Tourist Development Council Agencies (i.e. Little League Baseball clinics)

Print

- Provide Discover the Palm Beaches Florida coverage in Spring Training Programs, and Lineup cards
- Provide Welcome Center materials for the drive market into Florida for Spring Training

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19.2 Failure of Conditions Precedent. The parties may agree to an additional amount of time for compliance with Conditions Precedent, or failing an agreed upon extension of time, may terminate the Developer Agreement pursuant to Article 10 therein, and this Agreement shall terminate simultaneously therewith pursuant to Section 10.5 of the Developer Agreement. Article 17 of the Developer Agreement shall apply to determine the reimbursement obligations of the LLC upon termination for failure of conditions precedent.

ARTICLE 20 TERMINATION

20.1 Termination by LLC.

20.1.1 The LLC shall have the right to terminate this Agreement, as follows:

A. For any reason prior to the sale of the County Bonds as set forth in Section 10.2 (A) of the Developer Agreement, subject to repayment of One Hundred Percent (100%) of the Actual Costs paid to the LLC pursuant to the Developer Agreement and the Due Diligence and Planning Services Agreement; or

B. Pursuant to the Interest Election, subject to the LLC reimbursing the County fifty percent (50%) of the Actual Costs paid to the LLC pursuant to the Due Diligence Agreement and this Agreement. Notwithstanding the prior sentence, if the election occurs after all conditions precedent to issuance of County Bonds have been fulfilled except that a referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances, and the election occurs during or after a Referendum Period, then the LLC shall reimburse the County 100% of the Actual Costs at the date of termination.

C. If the conditions precedent set forth in Section 19.1 are not satisfied or waived by March 1, 2016, then the provisions of Section 19.2 shall control the right to termination.

20.1.2 In the event of termination pursuant to this Section 20.1, payment by the LLC to the County shall be made to County within thirty (30) days of receipt of substantiated bills from County.

20.1.3 In the event that the LLC desires to terminate this Agreement pursuant to this Section 20.1, the LLC shall deliver to the County a written notice of termination, which shall be effective on the Effective Termination Date.

20.2 Termination by County.

20.2.1 The County shall have the right to terminate this Agreement if the conditions precedent set forth in Section 19.1 are not satisfied or waived by March 1, 2016. The provisions of Section 19.2 shall apply to the County termination pursuant to this Section 20.2.1.

20.2.2 In the event that the County desires to terminate this Agreement pursuant to this Section 20.2, the County shall deliver to the LLC a written notice of termination, which shall be effective on the Effective Termination Date.

ARTICLE 21 DEFAULT

21.1 Events of LLC's Default. The following shall be "Events of LLC's Default":

A. The filing by the LLC of a petition commencing a voluntary proceeding under the Federal Bankruptcy Code or any other federal, state or local law or statute pertaining to bankruptcy or insolvency; a general assignment by the LLC for the benefit of creditors; an admission in writing by the LLC of its inability to pay debts as they become due; the filing by the LLC of any petition or answer in any proceeding seeking for itself, or consenting to, or acquiescing in any insolvency, receivership or similar relief under any laws pertaining to bankruptcy or insolvency, or the filing by the LLC of an answer or other pleading admitting or failing to deny, or to contest, the material allegations of a petition filed against it in any such proceeding; the seeking or consenting to, or acquiescence by the LLC in the appointment of any custodian, trustee, receiver or liquidator of it, or any part of its property; and the commencement against the LLC of any involuntary proceeding under the Federal Bankruptcy Code, or a proceeding under any law or statute pertaining to insolvency, which case or proceeding is not dismissed or vacated within ninety (90) days; or

B. The failure of the LLC in the performance of any material obligations under this Agreement, except for the payment obligation set forth in Article 6, provided that the County has provided the LLC with written notice of such failure, specifying with detail, the nature of such failure, and such failure is not cured within thirty (30) days following the receipt by the LLC of such written notice from the County, or, provided that such failure cannot be cured within such thirty (30) day period, if the LLC does not commence to cure such failure within such thirty (30) day period and thereafter diligently pursue the cure of such failure to completion; or

C. The failure of the LLC to make any payment obligation set forth in Article 6, provided that the County has provided the LLC with written notice of such failure, specifying with detail, the nature of such failure, and such failure is not cured within forty-five (45) days following the receipt by the LLC of such written notice from the County.

21.2 Events of County's Default. The following shall be "Events of County's Default": The failure of the County in the performance of any material obligations under this Agreement, provided that the LLC has provided the County with written notice of such failure, specifying with detail, the nature of such failure, and such failure is not cured within thirty (30) days, following the receipt by the County of such written notice from the LLC, or, provided that such failure cannot be cured within such thirty (30) day period, if the County does not commence to cure such failure within such thirty (30) day period and thereafter diligently pursue the cure of such failure to completion.

ARTICLE 22
REMEDIES

22.1 County Remedies for Events of LLC's Default.

22.1.1 Upon an Event of LLC's Default, for which a specific remedy is not set forth in this Agreement, County shall have the right to: (1) grant the LLC a reasonable period of time within which to cure such default during which time the LLC shall utilize the LLC's best efforts, including bringing suit, to remedy such default; or (2) seek dispute resolution pursuant to Article 18 herein to resolve said dispute, or (3) subject to the requirements of Section 18.1, bring an action for specific performance.

22.1.2 In the event the LLC fails to make a payment due as set forth in Section 21.1(C), the County shall have the right to: (1) grant the LLC an additional reasonable period of time within which to make the payment, with interest as set forth in Article 6; (2) seek performance pursuant to the Guaranty of each Team as set forth in Section 16.7; or (3) if such payment remains unpaid for ninety (90) days following the date of the notice of failure to pay pursuant to Section 21.1(C), terminate this Agreement by written notice to the LLC and the Teams, effective on the later to occur of (a) the Effective Termination Date, or (b) the 10th day after the last day of the Spring Training Season occurring in the calendar year during which such written notice is delivered to the LLC and the Teams.

22.2 **LLC Remedies For Events of County Default.** Upon an Event of County Default, for which a specific remedy is not set forth in this Agreement, the LLC shall have the right to: (1) grant the County a reasonable period of time within which to cure such default during which time the County shall utilize the County's best efforts, including bringing suit, to remedy such default; or (2) seek dispute resolution pursuant to Article 18 herein to resolve said dispute, or (3) subject to the requirements of Section 18.1, bring an action for specific performance. In the event the LLC is unable to obtain specific performance of this Agreement for any reason, the LLC shall have such other remedies as available by law or in equity as a result of such default.

22.3 Section 288.11631, Florida Statutes.

22.3.1 Florida Statute, section 288.11631 is intended to provide a process for the retention of spring training baseball franchises within the State that are funded with State incentive funding. The LLC Parties and the County acknowledge that the amount of State incentive funding provided by the State for this Facility is based on the continual use of the Facility by two separate spring training baseball franchises for the entire length of the Term.

22.3.2 If both Teams simultaneously fail to play each and every of their Major League Spring Training Home Games at the Facility, through no fault of the County or the State, and not as otherwise permitted by this Agreement, or pre-approved in writing by the County, then unless the provisions of Section 22.3.7 below apply, both Teams shall be deemed to have Relocated pursuant to section 288.11631(2)(a)2, Florida Statutes, and thus, materially breached this Agreement, and, as such, the Teams, jointly and severally, shall reimburse the State for the

total amount of State distributions expected to be paid from the date of Relocation through the final maturity of the County Bonds, pursuant to section 288.11631, Florida Statutes.

22.3.3 In the event that during the Term of this Agreement, either one of the Teams fails to play each and every of its Major League Spring Training Home Games at the Facility, through no fault of the County or the State, and not as otherwise permitted by this Agreement or pre-approved in writing by the County, then unless the provisions of Section 22.3.7 below apply, such Team shall be deemed to have relocated ("1st Relocating Team"). The 1st Relocating Team agrees that relocation constitutes a material breach of this Agreement and the 1st Relocating Team agrees to reimburse the State 60% of the total amount of State distributions expected to be paid from the date of breach through the final maturity of the County Bonds, pursuant to section 288.11631, Florida Statutes.

22.3.4 Subsequently, if the remaining Team fails to play each and every of its Major League Spring Training Home Games at the Facility, through no fault of the County or the State, and not as otherwise permitted by this Agreement, or pre-approved in writing by the County, then unless the provisions of Section 22.3.7 below apply, such Team shall be deemed to have relocated ("2nd Relocating Team"). The 2nd Relocating Team agrees that relocation constitutes a material breach of this Agreement and the 2nd Relocating Team agrees to reimburse the State 40% of the total amount of State distributions expected to be paid from the date of breach through the final maturity of the County Bonds, pursuant to section 288.11631, Florida Statutes.

22.3.5 A breach of the Statute shall be considered to have occurred when a Team becomes a Relocating Team pursuant to Section 22.3.2, 22.3.3 or 22.3.4.

22.3.6 All obligations to reimburse the State that are described in this Agreement shall be enforceable by the State, and are secured by the Guaranties executed by each of the Teams as required by Section 16.7 herein.

22.3.7 Notwithstanding Sections 22.3.2 through 22.3.4 above, if a Team(s) or a Relocating Team is able to find a new Major League Club(s) to relocate to the Facility and play that replacement club's Major League Spring Training Home Games at the Facility, and such Major League Club is approved by the State as provided in Section 13.2.2, then the Team (s) shall be only responsible for that pro-rated portion of the repayment obligation imposed by Section 22.3.2 through Section 22.3.4, as applicable, for the period from the date such Team is deemed to have relocated, and continuing until the first day of the month that the replacement Major League Club plays its first Major League Spring Training Home Game at the Facility and not the entirety of the obligations set forth in Section 22.3.2 and Section 22.3.4 above; provided, however, that there is a completed assignment or transfer that satisfies all conditions of Section 13.2.2 of this Agreement. If a Team or Teams relocate, as defined in Section 22.3.2 through 22.3.4, then until such time as two separate Major League Clubs are both fully obligated as required by this Agreement, inclusive of the Guaranties hereto, the repayment obligations set forth in this Section shall apply.

22.3.8 The State, by and through DEO and DEO's successors and assigns, is a third party beneficiary of this Agreement and the Guaranties to this Agreement which are incorporated herein by reference. The State and DEO shall have standing in any action at law or in equity: 1) relating to, and/or to seek and/or compel performance of, the obligations imposed by Section 5.1.2 and/or Section 22.3 herein; and 2) relating to, and/or pursuant to, the Guaranty executed by each Team, in the same manner, to the same extent, and according to the same terms and provisions as are applicable to the County pursuant to each Guaranty. DEO shall have the right to enforce any reimbursement obligations owed to the State as the same are set forth herein or in law. This section 22.3.8 is cumulative with, and shall in no way limit, the State or DEO's other rights and remedies under law.

ARTICLE 23

REPRESENTATIVES

23.1 **County's Representative.** The County's Representative or liaison during the performance of this Agreement shall be the Director of FD&O, or such other person who may be designated by the County in writing from time to time. Notwithstanding the foregoing, the County's Representative or liaison regarding the Renewal/Replacement Program shall be the Director of FD&O, or such other person as may be designated in writing from time to time.

23.2 **LLC's Representative.** The LLC's Representative or liaison during the performance of this Agreement shall be Giles Kibbe, Manager, or such other person who may be designated by the LLC in writing from time to time, and Mark D. Lerner, or such other person who may be designated by the LLC in writing from time to time.

ARTICLE 24

SUSPENSION OF PLAY

24.1 **Generally.** In the event that a national emergency or the United States being in a state of war or operation of law prevents the LLC from using the Facility for all or part of an entire Full Spring Training Season in any of the years covered under the Term, the County agrees that the LLC shall not be obligated to perform under this Agreement until such emergency or contingency ceases. In the event of such suspension, this Agreement shall be automatically extended beyond the Term for an amount of time equal to the duration of such suspension.

ARTICLE 25

NOTICES

25.1 **Generally.** All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a Business Day and on the next Business Day if transmitted after 5PM or on a day other

than a Business Day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

For notice to the LLC:

**Giles Kibbe
HW Spring Training Complex, LLC
501 Crawford Street, Suite 500
Houston, Texas 77002**

And

**Arthur Fucillo
HW Spring Training Complex, LLC
Lerner Enterprises
2000 Tower Oaks Boulevard
Eighth Floor
Rockville, Maryland 20852**

With copies to:

**Houston Astros, LLC
501 Crawford Street, Suite 500
Houston, Texas 77002
Attention: Reid Ryan**

And

**Washington Nationals Baseball Club, LLC
Mark D. Lerner, Vice Chairman & Principal Owner
Nationals Park
1500 South Capitol Street, SE
Washington, DC 20003**

And

**Brian M. Seymour, Esq.
Gunster
777 S. Flagler Drive, Suite 500 East
West Palm Beach, Florida 33401**

For notice to the County:

**County Administrator
301 North Olive Avenue, 11th Floor
West Palm Beach, FL 33401**

With Copies to:

County Attorney
301 North Olive Avenue, 6th Floor
West Palm Beach, FL 33401

And

Director of Office of Financial Management
301 North Olive Avenue, 7th Floor
West Palm Beach, FL 33401

And

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

25.2 Change of Notice Address. Either party hereto may change the address for service of Notices required or permitted hereunder upon ten (10) days prior written notice. All Notices given hereunder shall be effective and deemed to have been duly given only upon receipt by the party to which notice is being given, said receipt being deemed to have occurred upon such date as the postal authorities shall show the Notice to have been delivered, refused, or undeliverable, as evidenced by the return receipt.

ARTICLE 26 NON-DISCRIMINATION

26.1 Warranty. The LLC warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

26.2 Policy. The LLC has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in R-2014-1421, as amended, or in the alternative, if the LLC does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that the LLC will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 27 SURRENDER OF FACILITY

27.1 Return of Facility. At the termination of this Agreement, the LLC shall return the Facility to its original or subsequently improved condition (ordinary wear and tear, insured casualty, loss or damage by fire, elements or other causes, approved changes in design, or

Installation of Capital Improvements excepted), and return to the County all equipment and personal property of the County, in each case after inspection of the Facility, which inspection shall be made jointly by the County and the LLC. Promptly after such inspection at the termination of any occupancy, if any repairs to the Facility or the County's equipment or personal property are deemed to be necessary which result from the Facility and all of the County's equipment and personal property not being maintained to a standard that is consistent with the standards of maintenance for similar types of public recreation facilities that include public amenities in Palm Beach County, the LLC shall have the option to: (i) make necessary repairs; or (ii) pay to the County any damages due for damage to the Facility or to personal property (ordinary wear and tear, insured casualty, loss or damage by fire, elements or other causes, approved changes in design, or installation of Capital Improvements excepted), except to the extent said damage was caused by the assigns, agents, employees or officers of the County. In the event that the LLC and the County cannot agree on repairs to be made pursuant to subsection (i) or the amount of damage pursuant to subsection (ii), the LLC and the County agree to expeditiously submit the matter to dispute resolution pursuant to Article 18 of this Agreement.

27.2 Disposition of Non-County Property. The LLC shall have the right, upon termination of this Agreement, and within sixty (60) days thereafter, to remove from the Facility all movable property which is not permanently affixed to the structure and which is not owned by the County, and all concession equipment, all retail, restaurant food service, and catering equipment, fixtures and fit-out, and satellite television equipment, not owned by the County, whether or not such items are deemed movable and whether or not they are permanently affixed to the structure; provided, however, that the LLC will give the County thirty (30) days notice prior to such proposed removal of items, not owned by the County, permanently affixed to the structure; and provided further that the LLC's removal of such items shall not materially adversely affect the structural integrity of the Facility, in the opinion of a neutral third-party State of Florida-licensed engineer who will review such proposed removal at the LLC's and County's joint expense. The LLC agrees to repair any damage caused by such removal to the County's reasonable satisfaction. The LLC shall not remove any property which was placed on, constructed at, or affixed to, the Facility as a replacement or addition of property initially owned by the County.

ARTICLE 28 **FORCE MAJEURE**

Except as otherwise provided herein, neither party shall be in default under, or breach of, this Agreement to the extent it is unable to perform due to an event of Force Majeure, provided however, that the parties must comply with the requirements of Article 17. For the purpose of this Agreement, "Force Majeure" shall mean and include any act of God, accident, fire, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local (except in the case of a rule, order or act by Palm Beach County), or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of the parties (excluding a strike, lockout, or other labor dispute involving Major League Baseball) which was not avoidable in the exercise of reasonable

care and foresight. The party claiming the occurrence of a Force Majeure event shall promptly notify the other party of such occurrence, and the likely duration and termination thereof. If a Force Majeure causes a Team to fail to play an entire Full Spring Training Season or more at the Facility, this Agreement shall be automatically extended beyond the Term for an additional period of time equal to the amount of time the Team failed to play its Major League Spring Training Home Games at the Facility due to that Force Majeure.

ARTICLE 29 LABOR DISPUTE

In the event of a lockout, strike, or other labor dispute involving Major League Baseball ("Labor Dispute"), the LLC will continue to be obligated to provide Repair and Maintenance, Renewal and Replacement and Capital Improvements to the Facility, but the LLC will be permitted to scale down its operations of the Facility until such time as the Labor Dispute is resolved and the LLC can commence Major League Baseball operations at the Facility. Notwithstanding the foregoing, in the event of a Labor Dispute which prevents the LLC from using the Facility for a Full Spring Training Season, this Agreement shall be automatically extended beyond the Initial Term for an additional Full Spring Training Season.

ARTICLE 30 MORE FAVORABLE TERMS

30.1 New Major League Clubs in Palm Beach County. If, at any time during the Term, the County directly or indirectly enters into an agreement with another Major League Club for the operation and use of another stadium, other than renovation and/or redevelopment of the Roger Dean Stadium operated by Jupiter Stadium, Ltd., and any renewal, restatement, extension, amendment or renegotiation of the First Restated Sports Facility Use Agreement with Jupiter Stadium Ltd., (R2011-0694) as further described below, which agreement includes among its terms the right to play more than two (2) Spring Training Season home games in the County during any Spring Training Season, the County shall provide the LLC with a copy of such agreement. If the LLC reasonably believes that the terms of such agreement are more favorable than the corresponding term(s) contained herein, the LLC shall have no longer than 21 days from the time that the LLC is provided such an agreement to so notify the County. In such event the more favorable terms shall be substituted for the corresponding term(s) of this Agreement for the remainder of the Term, retroactive to the date the County entered into the agreement with the other Major League Club. Notwithstanding the foregoing, in the event such more favorable terms would impact the then applicable tax status of the County Bonds, the LLC shall not be entitled to such more favorable terms.

30.2 First Restated Sports Facility Use Agreement with Jupiter Stadium, Ltd. In the event the County renews, restates, extends, amends or renegotiates the First Restated Sports Facility Use Agreement with Jupiter Stadium, Ltd., (R2011-0694) (the "Renewed Use Agreement") during the Term hereof, the County shall provide the LLC with a copy of the Renewed Use Agreement. If the LLC reasonably believes that any of the terms of the Renewed Use Agreement are more favorable than the corresponding term(s) contained herein, the LLC shall have no longer than 21 days from the time the LLC is provided a copy of the Renewed Use

Agreement to notify the County. In such event, the more favorable terms shall be substituted for the corresponding term(s) of this Agreement for the remainder of the Term, retroactive to the date the County enters into the Renewed Use Agreement. Notwithstanding the foregoing, Section 5.1.2, Section 5.5 (Buffer Area), Article 6 (Use Fees), Article 19 (Conditions Precedent), and Article 20 (Termination) shall be excluded from this Article 30. Article 13 (Transfer), Section 16.7 (Guaranty) and Article 22 (Remedies) shall be excluded insofar as any interest, right or remedy of the State or DEO. In the event such more favorable terms would impact the then applicable tax status of the County Bonds or impacts the interests or rights of State herein, the LLC shall not be entitled to such more favorable terms.

30.3 The parties hereto acknowledge that the provisions of this Article 30 shall not apply to any Developer Agreement for the Roger Dean Stadium operated by Jupiter Stadium, Ltd.

30.4 Notwithstanding anything in this Article 30 to the contrary, the Parties hereto may not alter this Agreement in any way that reduces, harms, or otherwise impacts the rights of State herein without express written consent from State.

ARTICLE 31 **INSPECTOR GENERAL**

County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the LLC, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 32 **PUBLIC RECORDS**

32.1 County Access to Records. The LLC shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the obligations of the LLC hereunder for three (3) years, or such longer period of time as required by law, after the termination or completion of this Agreement. The County shall have access in Palm Beach County to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the LLC's place of business, provided that (a) the County notifies the LLC no less than Thirty (30) Days prior to the date of such inspection or audit, and (b) the number of such inspections or audit shall be limited to one (1) per calendar year. The LLC agrees to make available to the County, at the County's request, and at the County's sole cost and expense, all documents and materials pertaining to the obligations of the LLC and the operation of the Facility as required by this Section 32.1, if after three (3) years, then still in the possession of the LLC.

32.2 Public Access to Records. As applicable and legally required, the LLC shall comply with the requirements of §119.0701, Florida Statutes, as amended. Specifically, to the extent required by §119.0701, Florida Statutes the LLC shall:

A. Keep and maintain public records that ordinarily and necessarily are required by the County in order to perform the services as provided under this Agreement.

B. Maintain all public records in a readily accessible, organized format consistent with the requirement of identifying, retrieving and providing prompt and frequent access to records.

C. Provide the public with access to public records on the same terms and conditions that the County is by law required to furnish, and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119 or as otherwise provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements pursuant to Florida Statute are not disclosed, including but not limited to, records that are exempt pursuant to § 255.047, Florida Statutes and §125.0104(9), Florida Statutes, except as may be authorized by law.

E. Redact part of a record if an exemption applies to part of a record, while producing the remainder of the record and providing the statutory exemption citation that exempts the portion of the record.

F. If responding that an entire record is exempt, respond by stating the basis of the exemption and providing the statutory exemption citation.

G. If requested, provide in writing and with particularity the reasons for the conclusion that the record is exempt or confidential.

H. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the LLC upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

32.3 Breach of Agreement. Failure of the LLC to comply with the requirements of Section 32.2 herein shall be a material breach of this Agreement.

ARTICLE 33

MLB REQUIREMENTS

33.1 Conformity with Rules. The LLC represents and warrants that, to the best of its knowledge, the execution, delivery and performance by the LLC of this Agreement does not violate any provision of the MLB Rules and Regulations including, but not limited to, specifically, the Major League Rules, the Professional Baseball Agreement and the Official Baseball Rules.

33.2 Approval of Major League Baseball. This Agreement shall not be effective until such time as all applicable MLB Approvals have been obtained, which approvals may be withheld in their sole and absolute discretion. In all respects, this Agreement shall be subject to the then current rules and regulations of Major League Baseball. Notwithstanding anything in the foregoing to the contrary, the LLC represents and warrants that the only MLB Approval required for this Agreement to be effective is the receipt of a no-objection letter from the BOC.

33.3 Rules and Regulations. Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by the Astros or the Nationals (whether through the LLC or otherwise) hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities. In the event that any act or omission of the LLC, the Astros and/or the Nationals to comply with the MLB Rules and Regulations affects the rights of the County under this Agreement or deprives the County of the benefits of this Agreement, the parties will work in good faith to amend the terms of this Agreement to neutralize the effect. The LLC agrees in any event that if compliance by it with MLB Rules and Regulations results in a failure of the LLC to fulfill its obligations under this Agreement, the County and DBO may enforce remedies for the LLC's failure to fulfill its obligations as provided in this Agreement.

33.4 Territory. The territory within which the County is granted rights is limited to, and nothing herein shall be construed as conferring on the County (or any other party) rights in areas outside of, the Spring Training territory of the Astros or the Spring Training territory of the Nationals, as the case may be, each as established and amended from time to time pursuant to the MLB Rules and Regulations.

ARTICLE 34 GENERAL PROVISIONS

34.1 Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties acknowledge that personal jurisdiction upon proper service will be valid in the State of Florida, and that venue of all actions arising out of or related to this Agreement shall be proper only in a state court of competent jurisdiction in Palm Beach County, Florida.

34.2 WAIVER OF JURY TRIAL. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HERON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COUNTY AND THE LLC TO ENTER INTO THIS AGREEMENT.

34.3 Construction. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

34.4 Binding Effect. The covenants, terms, conditions, provisions and undertakings in this Agreement, shall extend to and be binding upon the legal representatives, successors and assigns of the respective parties hereto as if they were in every case named and expressed and wherever reference is made to any of the parties hereto, it shall be held to include and apply also to the legal representatives, successors and assigns of such party as if in each and every case so expressed.

34.5 Further Instruments. The parties agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, condition or assurance in this Agreement whenever the occasion shall arise and request for such instrument shall be made.

34.6 Integration and Merger. This Agreement, together with the Operative Agreements, shall constitute the full and complete understanding between the parties as to the matters addressed herein. There are no oral understandings, terms or conditions, and no party has relied on any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions (including those set forth in the Agreement), whether with a party to this Agreement or any partner of a party, are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented except by an agreement in writing and signed by the parties to this Agreement.

34.7 Severability. If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

34.8 Compliance with Laws. None of the parties hereto shall in any manner, directly or indirectly, violate the laws, ordinances, rules or regulations of any federal, state, county, city, or other governmental authority or agency in connection with the development, construction, use, operation and occupancy of the Facility under the terms of this Agreement.

34.9 Exhibits. All exhibits referenced in this Agreement are incorporated into this Agreement by such reference and shall be deemed to be an integral part of this Agreement.

34.10 Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the parties hereto unless such change, amendment, or modification shall be in writing and duly executed by both parties hereto, and, unless such amendment or modification has received, in advance, all applicable MLB Approvals. No change, amendment or modification of this Agreement shall be deemed to be made by either party on the basis of any action or failure to act by either party or by the course of performance, course of dealing, or course of conduct of either party.

34.11 Financial Information. Except as may be required by federal, state or local law, rule or ordinance, and except as may be compelled or ordered in conjunction with any legal proceeding, this Agreement does not require the Guarantors to disclose or provide any financial

information, other than the specific information set forth in paragraph five (5) of the Guaranties attached as Exhibits "I-1" and I-2" to the Developer Agreement.

34.12 Captions. The captions contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.

34.13 No Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall neither be considered a waiver nor deprive that party any right thereafter to insist upon strict adherence to that term or any other terms of this Agreement. Any waiver must be in writing and signed by the party to be charged therewith.

34.14. Counterparts. Provided that all parties hereto execute an original of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

34.15 Nature of Parties' Obligations.

34.15.1 It is understood and agreed that the LLC is acting as an independent contractor in the performance of its services hereunder, and nothing herein shall be deemed to create a joint venture, agency or partnership relationship between the County and the LLC.

34.15.2 The obligation of the County to pay any amounts required under this Agreement shall constitute a revenue obligation of the County payable solely from legally available non-ad valorem revenues of the County and shall not in any way be construed to be a debt of the County in contravention of applicable constitutional, statutory or charter limitations or requirements concerning the creation of indebtedness of the County. Neither the County, the State of Florida, nor any political subdivision or agency thereof shall be obligated to pay any sums due under this Agreement from compelled levy of ad valorem or other taxes, and neither the full faith and credit nor the taxing power of the County, the State of Florida or any political subdivision or agency thereof are pledged for payment of such sums due under this Agreement.

34.16 LLC. All parties hereto recognize that the LLC is a limited liability company whose sole managers as of the date hereof, are Arthur Fucillo and Giles Kibbe of the Teams, HW Spring Training Complex, LLC, a Florida Limited Liability Company, formed under the laws of the State of Florida and validly authorized to do business as a limited liability company under Florida law. All parties hereto agree that no present or future manager or member of this LLC shall have any liability or obligation whatsoever directly or indirectly, personal or otherwise, under this Agreement (other than as set forth in this Agreement as an obligation of the Teams and set forth in the Guaranties, if applicable, attached to the Developer Agreement as Exhibits I-1 and I-2) under any legal or equitable theory. All parties further agree that no manager or member shall directly or indirectly have any liability or obligation under any related agreement or agreement entered into in connection herewith, nor under any related understanding or undertaking, except if and to the extent such manager and member shall have

executed an agreement expressly agreeing to such liability. No party to this Agreement shall name or serve any manager or member in any proceeding, suit or claim in violation of this paragraph. This paragraph shall not preclude any claim against the LLC as a limited liability company. The County agrees that the LLC may, in its sole discretion, convert from a limited liability company to a limited liability partnership or otherwise reorganize its legal structure ("Reorganization") without the necessity of any approval of the County; provided, however, that, (a) following such Reorganization, the Teams are the sole owners of all interests in the reorganized entity (the "Reorganized LLC"), and (b) upon any such Reorganization, the Reorganized LLC shall assume all rights and obligations of the LLC under this Agreement and shall provide County with written evidence of the same.

34.17 Time is of the Essence. In all matters concerning or affecting this Agreement, time is of the essence.

34.18 Annual Appropriations. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

34.19 Construction. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any article, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts, each of which shall constitute an original and all of which, taken together, shall constitute a single instrument, as of the day first written above.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

R 2015 1523 OCT 20 2015
PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: 
Deputy Clerk



By: 
Shelley Vana, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS

By: 
County Attorney

By: 
Director,
Facilities Development & Operations

WITNESSES:

**HW SPRING TRAINING COMPLEX, LLC, a
Florida Limited Liability Company**

By: Thomas R. McNichols
Witness Signature

By: Arthur Fucillo
Arthur Fucillo, Manager

Thomas R. McNichols
Print Witness Name

By: Glendia Y. Harvey
Witness Signature

Glendia Y. Harvey
Print Witness Name

WITNESSES:

**WASHINGTON NATIONALS
BASEBALL CLUB, LLC, a Washington,
DC Limited Liability Company
SIGNING AS TO SECTION 5.1.2,
ARTICLE 13, SECTION 16.7, AND
SECTION 22.3 ONLY**

Thomas R. McNichols

By: Arthur N. Fucillo

Print Name: Thomas R. McNichols

Name: Arthur N. Fucillo

Title: Authorized Representative

Glendia Y. Harvey
Print Name: Glendia Y. Harvey

WITNESSES:

**HW SPRING TRAINING COMPLEX, L.L.C.,
a Florida Limited Liability Company**

By: *Thomas R. McNichols*
Witness Signature

By: *Giles Kibbe*
Giles Kibbe, Manager

Thomas R. McNichols
Print Witness Name

By: *Glendia Y. Harvey*
Witness Signature

Glendia Y. Harvey
Print Witness Name

WITNESSES:

**HOUSTON ASTROS, LLC
a Texas Limited Liability Company
SIGNING AS TO SECTION 5.1.2,
ARTICLE 13, SECTION 16.7, AND
SECTION 22.3 ONLY**

Thomas R. McNichols
Print Name: *Thomas R. McNichols*

By: *Giles Kibbe*

Name: *Giles Kibbe*

Glendia Y. Harvey
Print Name: *Glendia Y. Harvey*

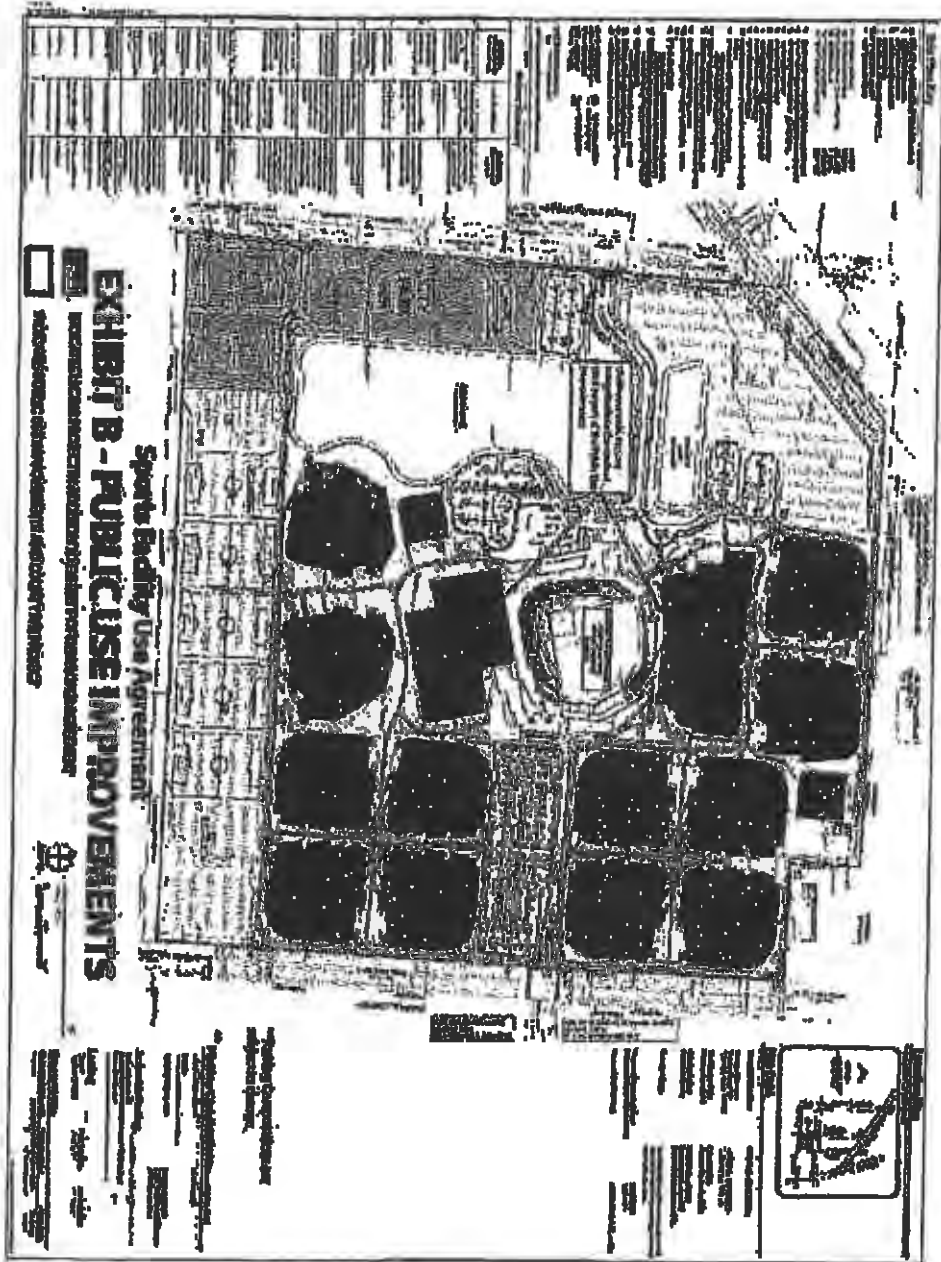
Title: *General Counsel*

**EXHIBIT A - THE SITE
LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN THE SOUTHWEST ONE-QUARTER SECTION 1, TOWNSHIP 43 SOUTH, RANGE 42 EAST, SAID LANDS BEING A PORTION OF THE PLAT OF THE PUBLIC WATER SUPPLY AREA WEST PALM BEACH WATER COMPANY, AS RECORDED IN PLAT BOOK 23, PAGES 149 AND 150 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 1, THENCE S.87°45'40" E., ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1, A DISTANCE OF 513.11 FEET TO THE NORTHEAST CORNER OF THOSE CERTAIN LANDS RECORDED IN OFFICIAL RECORD BOOK 8918, PAGE 1853 OF SAID PUBLIC RECORDS, AND BEGINNING; THENCE CONTINUE S.87°45'40"E. ALONG SAID NORTH LINE, A DISTANCE OF 1,674.92 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION AREA, AS RECORDED IN OFFICIAL RECORD BOOK 11131, PAGE 928 OF SAID PUBLIC RECORDS; THENCE S.01°47'54"W. ALONG THE WEST LINE OF SAID RETENTION AREA, A DISTANCE OF 261.46 FEET; THENCE S.87°47'46"E. ALONG THE SOUTH LINE OF SAID RETENTION AREA, A DISTANCE OF 438.30 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL, AS RECORDED IN OFFICIAL RECORD BOOK 11131, PAGE 928 OF SAID PUBLIC RECORDS; THENCE S.02°40'54"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 848.33 FEET; THENCE S.03°41'15"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1517.89 FEET; THENCE N.88°08'01"W. ALONG A LINE 50.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1, A DISTANCE OF 2,080.84 FEET; THENCE N.02°27'51"E., A DISTANCE OF 390.13 FEET; THENCE N.86°00'41"W., A DISTANCE OF 217.70 FEET; THENCE N.04°33'50"E., A DISTANCE OF 922.84 FEET; THENCE N.86°00'00"W., A DISTANCE OF 323.67 FEET; THENCE N.04°55'38"E., A DISTANCE OF 175.20 FEET; THENCE N.49°23'30"E., A DISTANCE OF 35.68 FEET; THENCE N.04°55'39"E., A DISTANCE OF 60.01 FEET; THENCE N.40°35'00"W., A DISTANCE OF 51.86 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF HAVERHILL ROAD, SAID RIGHT-OF-WAY LINE LYING 50.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF SAID SECTION 1, PER POSTING AND VIEWING AT COUNTY COMMISSION MEETING DATED JULY 5, 1925; THENCE N.04°55'38"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 603.73 FEET; THENCE N.51°47'07"E. ALONG THE SOUTHEASTERLY LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORD BOOK 8918, PAGE 1853 OF SAID PUBLIC RECORDS, A DISTANCE OF 633.92 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.
CONTAINING 6,160,376 SQUARE FEET/141.423 ACRES MORE OR LESS.



Sports Facility Use Agreement
EXHIBIT B - PUBLIC USE IMPROVEMENTS

[Illegible text]

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EXHIBIT B
PUBLIC USE IMPROVEMENTS

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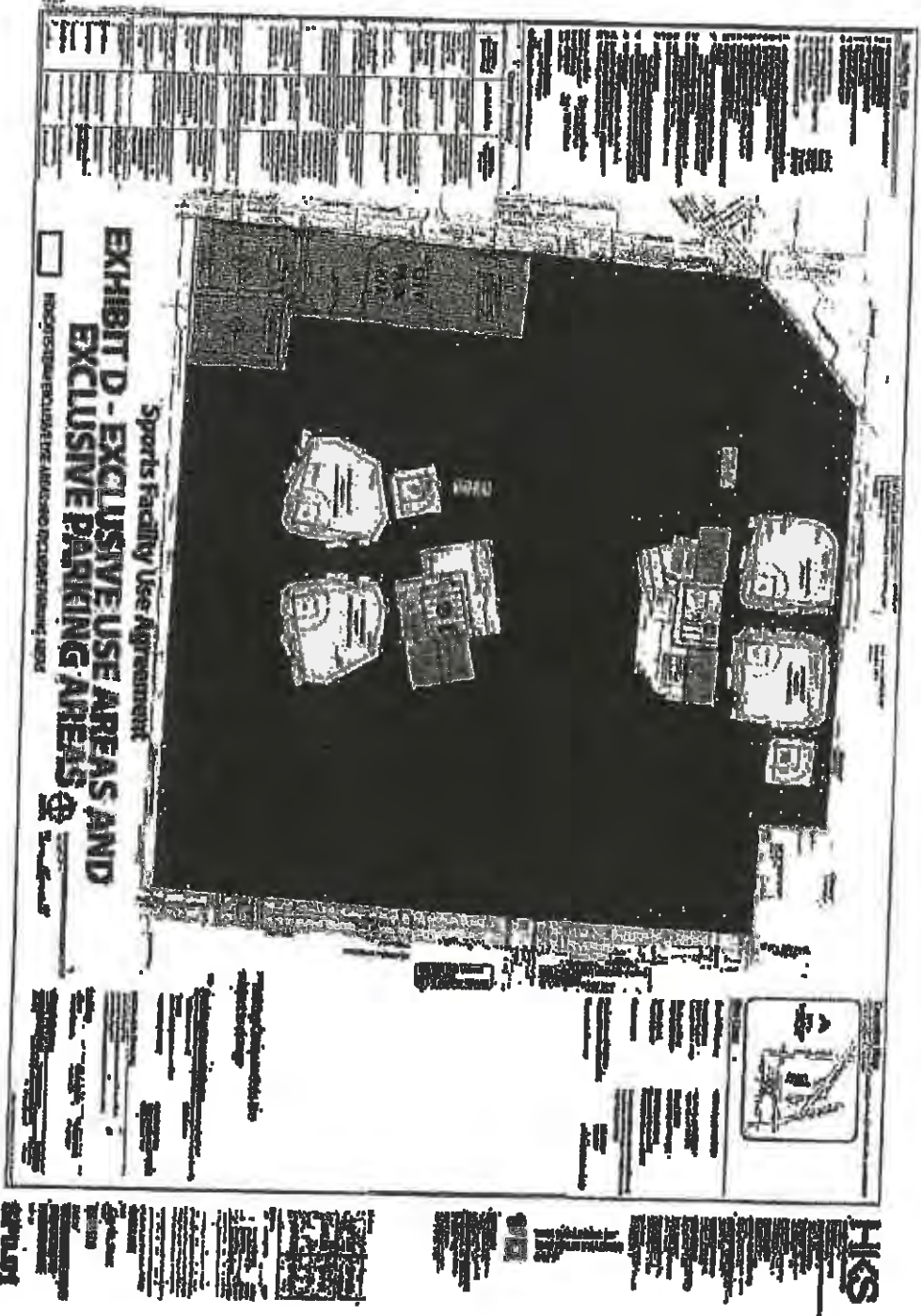


EXHIBIT D
EXCLUSIVE USE AREAS AND EXCLUSIVE PARKING AREAS

R2015 .1522

**FIRST RESTATED
DEVELOPER AGREEMENT**

THIS FIRST RESTATED DEVELOPER AGREEMENT (the "Agreement") is made and entered into as of the _____ day of OCT 20 2015, 2015 by and between Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County") and HW Spring Training Complex, LLC, a Florida Limited Liability Company (the "LLC"). The LLC and the County are hereinafter sometimes referred to as the "Parties".

WITNESSETH:

WHEREAS, the County desires to develop and own a Stadium and is responsible for the construction of a Stadium, including two-team training facilities, practice fields, clubhouses, dedicated on-site parking areas, and other appurtenances and improvements, to be used by the Washington Nationals and the Houston Astros as their joint spring training facility to be located on certain real property more particularly described on Exhibit A attached hereto and made a part hereof by this reference, within the City of West Palm Beach, Palm Beach County, Florida; and

WHEREAS, the LLC desires to act as the County's development consultant and to render development consultant services under the terms and conditions set forth herein; and

WHEREAS, the County entered into a Developer Agreement on August 18, 2015 (R-2015-1071), as amended by the First Amendment to Developer Agreement (R-2015-1258) dated September 22, 2015, (together the "Original Agreement") with the LLC to carry out the County's development and construction responsibilities whereby the LLC will coordinate and administer all aspects of the design, permitting, construction, development and delivery of the Facility, including, without limitation, the obligations to coordinate, administer, and assume certain rights and obligations with respect to: (a) the Consultants under the Consultant Contracts (as hereinafter defined), and (b) the Contractor under the Construction Contract (as hereinafter defined) for the Facility; and

WHEREAS, the improvements to the Site are to be designed and constructed to include the Minimum Requirements as set forth in Exhibit B attached hereto and made a part hereof; and

WHEREAS, the County and LLC wish to further amend and restate the Original Agreement to clarify certain issues in connection with the implementation of the Original Agreement and to consolidate all amendments, terms, and conditions into this new Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, the parties intending to be legally bound, hereby agree as follows:

ARTICLE 1
RECITALS

The foregoing recitals are hereby incorporated herein, and made a part hereof, by this reference.

ARTICLE 2
DEFINITIONS

The following terms shall have the meanings specified in this Article 2 when capitalized and used in this Agreement. Some terms provided herein are used only in the Sports Facility Use Agreement and are included herein for clarity. Capitalized terms not defined in this Article 2 shall have the meanings ascribed to them in this Agreement or in any other Agreement referenced herein. The meanings specified are applicable to both the singular and plural.

"Actual Costs" shall mean compensation for Services authorized and performed and either paid or payable by County pursuant to this Agreement and/or pursuant to the Due Diligence Agreement in an amount equal to the LLC's paid or payable expenditures, without administrative mark-up, but not including Excluded Costs.

"Affidavit of Disbursement of Previous Payments" shall mean a form submitted by the Contractor certifying that it has paid all Subcontractors and suppliers for payments made by the LLC to the Contractor from the previous payment application.

"Affiliate" shall mean, with respect to the LLC or the Teams, a Person that, directly or indirectly, controls, is controlled by, or is under common control with, the LLC.

"Agreement" shall mean this Agreement (including all Exhibits hereto), as it may be amended or supplemented from time to time.

"Art" shall mean those improvements installed at the Site and Facility pursuant to the County's "Art in Public Places" program.

"Art in Public Places Administrator" shall mean an employee within the Facilities Development and Operations Department designated by the County and indicated to the LLC as the individual with responsibility to implement the County's "Art in Public Places" program.

"Budgeted Amount" shall mean Five Million and no/100 Dollars (\$5,000,000) until issuance of the County Bonds, and thereafter the Budgeted Amount shall equal the net amount of the County Bond issue plus Five Million and no/100 Dollars (\$5,000,000) which combined, shall equal One Hundred Thirty Five Million and No/100 Dollars (\$135,000,000,00) less Pre-Construction Cost Savings.

"Buffer Area" shall mean the area within the South 400' of the Site to be used as grassed pervious open space, multipurpose athletic fields, and overflow parking as depicted on the Conceptual Plan and described in Section 12.7 of the Interlocal Agreement.

"Business Day" shall mean any day, except Saturday, Sunday or any national holiday or any other day recognized by the County as a holiday, or any other day during which County governmental offices are closed.

"Change Order" shall mean a written instruction to the Contractor or Consultant authorizing an addition, deletion, or revision to the Work in consideration of an adjustment in the contract sum, contract time, or both. Change Orders may also be necessary to document no cost revisions to specified products or materials.

"City" shall mean the City of West Palm Beach, a Florida municipal corporation.

"City Park" shall mean the land and improvements as described in Exhibit I and Section 12.6 of the Interlocal Agreement.

"City Park Improvements" shall mean the facilities and features described in Exhibit I and Section 12.6 of the Interlocal Agreement and including the loop trail feature as described therein.

"City Park Property" shall mean the approximately 12.2 acres legally described in Exhibit A of the Interlocal Agreement.

"Clerk" shall mean the Clerk to the Board of County Commissioners, Palm Beach County.

"Conceptual Plan" shall mean the general layout of proposed improvements to the Site and the City Park Property including the City Park, Facility and Buffer Area and which is attached as Exhibit B to the Interlocal Agreement.

"Construction Change Directive" or **"CCD"** shall mean a written order prepared by the architect/engineer of record and issued by the LLC, directing a change in the Work and stating a proposed basis for adjustment, if any, in the contract sum or contract time, or both.

"Construction Change Proposal" or **"CCP"** is used by the Contractor in response to a FB itemizing proposed changes in the contract price or time. It also may be used by the Contractor to initiate proposed changes the Contractor deems necessary.

"Construction Contract(s)" shall mean the legally binding agreement(s) to be entered into by and between the LLC and the Contractor(s) for the construction of the Facility, or any portion thereof, as such agreement(s) may be amended by the LLC including through a Change Order authorized pursuant to Section 8.5 herein.

"Construction Savings" shall mean the amount, if any, remaining in the Program Contingency at the time of Final Completion if the Program Budget does not exceed the Budgeted Amount.

"Consultant" shall mean the Planning Consultant, Environmental Consultant, Program Manager, Architectural/Design Consultant, or other professional either individually or collectively as the context shall require, selected either in accordance with the procedures set forth in Exhibit C attached hereto, or otherwise as agreed to between the parties, engaged by the LLC, responsible for planning, permitting, administering and designing the Program, or any portion thereof, pursuant to a Consultant Contract, and such replacement consultant(s) as may be selected as agreed to between the Parties from time to time.

"Consultant Contract(s)" shall mean the agreement(s) to be entered into by and between the LLC and the Consultant(s) for the planning, design and construction administration of the Facility, or any portion thereof, as such Consultant Contract may be amended by the LLC through a Change Order authorized pursuant to Section 8.5 herein.

"Contractor" shall mean the Construction Manager, duly licensed pursuant to Chapter 489, Florida Statutes, selected in accordance with the procedures set forth in the attached Exhibit C, engaged by the LLC, responsible for constructing the Program, or any portion thereof, pursuant to the Construction Contract, and such replacement contractor(s) as may be selected in accordance with County requirements from time to time.

"Cost Overruns" shall mean Program Budget in excess of the Budgeted Amount.

"Cost Savings" shall mean; 1) Pre-Construction Cost Savings, 2) savings resulting from participation in the Sales Tax Recovery Program, and 3) Construction Savings.

"County" shall have the meaning set forth in the introductory paragraph of this Agreement.

"County Bonds" shall mean the County's revenue bonds to be issued in connection with the Facility in one or more series yielding One Hundred Thirty Million Dollars (\$130,000,000) in net proceeds for development of the Facility and any refunding thereof.

"County Representative" shall mean the Director of the County's Facilities Development & Operations Department, or such other persons as may be designated in writing by the County as its representative or liaison during the Term of this Agreement.

"Day" shall mean each 24-hour period beginning and ending at 12:00 midnight Eastern Standard Time and shall include Saturdays, Sundays and all holidays, except that in the event that an obligation to be performed under this Agreement falls on a day other than a Business Day, such obligation shall be deemed due on the next Day that County offices are open for business thereafter.

"Design Contract" shall mean the agreement to be entered into by and between the LLC and the Design Professional selected by the LLC for the design of the Facility, or any portion thereof, as such design contract may be amended or replaced from time to time.

"Design Professional" shall mean HKS, Inc., or such other design professional as may be selected in accordance with this Agreement.

"Drawings" shall have the meaning set forth in the Construction Contract.

"Due Diligence Agreement" shall mean the Due Diligence and Planning Services Agreement R-2015-0358, executed on March 10, 2015, between the LLC and the County for due diligence and planning services, as the same may be amended or supplemented from time to time.

"Effective Date" shall mean August 18, 2015, the date of the Original Agreement, provided this Agreement has been executed by the Palm Beach County Board of County Commissioners.

"Effective Termination Date" shall be seven (7) days after the defaulting party has received written notice of termination.

"ERP" shall mean the environmental resource permit issued for the Facility and City Park Improvements as set forth in Section 12.2 of the Interlocal Agreement.

"Excluded Costs" shall mean those direct or indirect costs, fees and/or expenses that are not eligible for payment from the Budgeted Amount and that are identified in the attached Exhibit D.

"Exclusive Parking Areas" shall mean those areas designated in the Exclusive Use Areas designed for and/or used for the parking of Team related vehicles.

"Exclusive Use Areas" shall mean the areas that are identified in Exhibit D of the Sports Facility Use Agreement and are reserved for the exclusive use of the Teams, unless otherwise set forth therein.

"Facility" shall mean a professional sports franchise facility for joint spring training of two Major League Baseball teams as well as minor league affiliates, including a stadium, two-team training facilities, practice fields, clubhouses, dedicated on-Site parking areas, and other appurtenances and improvements, intended for use by the Washington Nationals and the Houston Astros and for other tourism and community uses contemplated by the Operative Agreements, and shall also include, without limiting the foregoing, all improved and unimproved areas of the Site and any off-Site improvements required for regulatory approval.

"Final Completion" shall have the meaning ascribed to it in the Construction Contract.

"FF&E" shall mean furniture, fixtures and equipment.

"Field Bulletin" or **"FB"** shall mean an instruction issued by the Consultant proposing a change in either the drawings or specifications and requesting a proposal from the Contractor. It is not a direction to proceed with the work.

"Funding Certification Letter" shall mean a letter from the Florida Department of Economic Opportunity certifying the County pursuant to Section 288.11631, Florida Statutes, as eligible to receive funding for the construction and development of the Facility in the amount of Two Million Dollars (\$2,000,000) per year for a total of Twenty-Five (25) years.

"GMP" or "Guaranteed Maximum Price" shall mean the cost of the Work required to be performed pursuant to the Construction Contract and including, but not limited to, the Contractor's lump sum fee as set forth in the Construction Contract.

"Interest Election" shall mean the LLC's option, available at the time of County Bond sale only if the true interest cost exceeds 4.78%, to either; 1) authorize the County to issue the County Bonds and to increase the LLC's annual Team Improvement Areas Fee payments in an amount equal to the aggregate additional true interest cost of the County Bonds allocable to the LLC due to the higher true interest costs, or 2) elect to terminate this Agreement and reimburse County, either a) 50% of the Actual Costs at the date of termination if no referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances, or b) 100% of the Actual Costs at the date of termination during or after a Referendum Period.

"Interlocal Agreement" shall mean Agreement R-2015-1075 between the City and the County as the same may be amended or supplemented from time to time.

"Land Reclamation" shall mean the actual Work tasks, subject to Section 5.4 herein, associated with the removal and disposal of unsuitable and/or contaminated materials as well as replacement with suitable building materials pursuant to the Construction Contract. Land Reclamation shall not include making any improvements to the Site other than to replace the unsuitable and/or contaminated materials with suitable building materials pursuant to the Construction Contract.

"LLC" shall mean HW Spring Training Complex, LLC, a Florida Limited Liability Company, formed under the laws of the State of Florida and validly authorized to do business as a limited liability company under Florida law.

"LLC Parties" shall mean the LLC and the Teams and each of their respective members, officers, directors, employees, agents, servants and representatives, of any and all of the foregoing.

"LLC Restoration Areas" shall mean any and all improvements and land areas identified in Exhibit E of the Sports Facility Use Agreement, all land areas and property identified as an LLC Restoration Area in Exhibit F hereto, and any personal property, equipment and/or any portion of the Facility damaged as a result of the deviations from County standard design and construction policies identified in Exhibit F hereto, shall be considered LLC Restoration Areas for the purposes of determining financial responsibility for claims including, but not limited to, damage to personal property, damage to the Facility, all property insurance claims and deductible costs and financial responsibility for repairs or restorations to property resulting from said deviations.

"Major League Baseball" or "MLB" shall have the meaning as set forth in the Sports Facility Use Agreement.

"Minimum Requirements" shall mean the minimum programmatic requirements for a Facility, as set forth in Exhibit B hereto.

"Non-Eligible Costs" shall mean all projected expenditures and costs, other than Excluded Costs, relating to the development of the Site and Facility that are; 1) Cost Overruns, or 2) exceed what the LLC and County have agreed to be standard for Major League Baseball Spring Training Facilities in terms of quantity or quality as of the date the County approves the County Bonds. Except for Cost Overruns attributable to the County pursuant to Section 8.3 hereof, Non-Eligible Costs shall be paid solely by the LLC and shall not be paid from the Budgeted Amount.

"Operative Agreements" shall collectively refer to this Developer Agreement, the Sports Facility Use Agreement and the Interlocal Agreement.

"Parking Areas" shall mean any areas at the Facility that are not Exclusive Parking Areas and which are intended to be used for the parking of vehicles as identified in Exhibit C of the Sports Facility Use Agreement and which may be included in a County Event license agreement, if requested by the County pursuant to Section 5.3 of the Sports Facility Use Agreement.

"Person" shall mean an individual, corporation, association, general partnership, limited partnership, limited liability company, trust, unincorporated organization, political subdivision or municipal corporation.

"Pre-Construction Cost Savings" shall mean the dollar amount of the difference between One Hundred and Thirty Five Million Dollars (\$135,000,000) and the Program Cost Estimate calculated at the time of County approval of the County Bonds, if the Program Cost Estimate is less than One Hundred and Thirty Five Million Dollars (\$135,000,000).

"Pre-Land Reclamation" shall mean activities relating to the Consultant and Contractor gaining access to the Site for the purpose of performing Site investigation and due diligence as needed to prepare assessments, condition reports, and development plans. Activities may include, but are not limited to, subsurface and/or obtrusive exploration and sampling of the soil, surface water, and/or groundwater, installation and abandonment of soil borings and temporary monitoring wells using standard drilling practices and/or direct push technologies and limited emergency response source removal activities.

"Program" shall mean the Services required for the design, development and construction of the Facility.

"Program Budget" shall mean the total of the Actual Costs and Non-Eligible Costs, but not including Excluded Costs.

"Program Contingency" shall mean a specified amount of money within the Program Cost Estimate that can be re-allocated by the LLC to an Actual Cost line item within the Program Cost Estimate without further approval of the County. All funds remaining in the individual line items of the Program Budget for Actual Costs after Final Completion shall be transferred to Program Contingency during the final accounting at the completion of the Program and shall become Construction Savings.

"Program Cost Estimate" shall mean the line item breakdown of all projected expenditures for the Services and Work authorized in Article 3 of this Agreement, including the Program Contingency, but not including Excluded Costs.

"Program Representative" shall mean the person designated by the LLC and acceptable to the County, who will represent and act on behalf of the LLC.

"Program Schedule" shall mean the schedule of events, dates and milestones for the timely completion of the Work prepared by the Contractor and accepted by the LLC in accordance with all requirements of the Construction Contract.

"Public Laws" shall mean all applicable federal, state and local laws, codes, ordinances, rules, regulations, standards or orders of any public authority having jurisdiction over the Program, including building, health, labor, safety, licensing, environmental or zoning laws, codes, ordinances, rules, regulations, standards or orders of any such public authority.

"Public Use Improvements" shall mean land areas along with all improvements, equipment, fixtures and furnishings that are the County's renewal/replacement funding responsibility and that shall be identified during the design development phase of the Program and listed on Exhibit B of the Sports Facility Use Agreement, except for any improvements listed on Exhibit F of this Agreement as not being the County's Renewal/Replacement funding responsibility, even if they are located within Public Use Improvement areas.

"Purchase Order" shall mean the County document that is issued by the County to a vendor to contract for the purchase of a product.

"Reclaimed Water Agreement" shall mean Agreement R-2015-1073 which sets forth terms and conditions for the extension of a reclaimed water pipeline to the Site and the City's provision of reclaimed water to the Site.

"Referendum Period" shall mean the period of time beginning October 2, 2015 if a referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances and ending on the date at which a referendum is held and the results finally determined.

"R/R Project" or **"Renewal/Replacement Project"** shall have the meaning provided in the Sports Facility Use Agreement.

"R/R Project Reserve" or **"Renewal/Replacement Project Reserve"** shall mean two lines in the Program Cost Estimate established pursuant to Section 8.4.7 herein which contain Construction Savings, if any, which upon Final Completion will be allocated to the LLC R/R.

Project Reserve and the County R/R Project Reserve in order to fund the initial R/R Project obligations of County and the LLC.

"Sales Tax Recovery PO" shall mean a Purchase Order issued by the County pursuant to the provisions of the County's Sales Tax Recovery Program outlined in the attached Exhibit E.

"Sales Tax Recovery Program" shall mean the County's program for recovery of sales tax outlined in the attached Exhibit E.

"SBE Goal" shall mean a minimum of fifteen (15) percent participation of County certified small business enterprises in the Program.

"Scope of Work" shall mean the aggregate of all Work required to complete the Program.

"Services" shall mean all of the responsibilities of the LLC as set forth in this Agreement, whether performed by LLC employees, Contractor(s), or by Consultant(s). The County acknowledges the LLC's responsibilities are limited as described in Section 3.6 herein and exclude those tasks or responsibilities specifically assigned to County under this Agreement.

"Site" shall mean the real property legally described in Exhibit A attached hereto.

"Sports Facility Use Agreement" shall mean the First Restated Sports Facility Use Agreement R-2015-_____ between the County and the LLC governing the use, occupancy and operation of the Facility as the same may be amended or supplemented from time to time.

"Stadium" shall mean the improvement primarily designed and constructed for Major League Baseball within the Facility in which the Teams will conduct Major League Spring Training Home Games and shall not include any of the Team Improvement Areas.

"Subcontractor" shall mean any contractor in privity with any Consultant, Contractor, or any other contractor at any tier.

"Substantial Completion" shall have the meaning as set forth in the Construction Contract.

"TCE" shall mean the Temporary Construction Easement granted by the City of West Palm Beach to County and the LLC for the construction of City Park and the City Park Improvements contained in Exhibit I of the Interlocal Agreement.

"Team(s)" shall collectively mean the Houston Astros, LLC, a Texas Limited Liability Company and the Washington Nationals Baseball Club, LLC; a Washington, D.C. Limited Liability Company, and their successors and assigns as authorized in this Agreement, and in the singular may refer to either entity individually.

"Team Improvement Areas" shall mean the definition ascribed to such term in the Sports Facility Use Agreement.

"Team Improvement Areas Fee" shall mean the definition ascribed to such term in the Sports Facility Use Agreement.

"Term" shall have the meaning set forth in Article 10 herein.

"Work" shall mean all obligations, duties and responsibilities assigned to, or undertaken by, any Contractor(s) required to complete the Program pursuant to all Construction Contract(s).

ARTICLE 3
SERVICES TO BE PROVIDED BY LLC

3.1 All applications for permits and approvals shall require approval of the County Representative or other duly authorized County employee prior to submittal.

3.2 The LLC covenants to diligently perform the Services outlined below in a commercially reasonable manner consistent with the terms of the Operative Agreements.

3.3 The LLC shall, either itself, or through the Program Representative:

- A.** act as the County's development consultant for the Facility and shall be responsible for the delivery of the Facility and completion of the Program in accordance to the requirements of this Agreement;
- B.** select Consultant(s) and Contractor(s) to design and construct the Facility in a manner consistent with the requirements of the Consultant's Competitive Negotiation Act (CCNA), F.S. §287.055 and County PPM CW-O-048, if applicable, or via a competitive request for proposals as required by County Code and as further detailed in the attached Exhibit C. The County shall have a voting member on each and every Selection Committee;
- C.** select all other vendors receiving any payment under the Program Cost Estimate, not otherwise subject to the CCNA, in accordance with a competitive solicitation process;
- D.** subject to Article 7 herein, engage (prepare, negotiate and enter into contracts with) and manage qualified Consultants and Contractor(s) to perform due diligence, testing, planning, design, and construction services as may be required in the LLC's discretion. The LLC shall also engage the Consultant(s) and Contractor(s) necessary to provide advice to the County concerning the conveyance of the Site, or portion thereof, to the County;
- E.** subject to Article 7 herein, engage (prepare, negotiate and enter into contracts with) and manage the Contractor(s), Consultant(s) and vendors;
- F.** take all actions necessary and/or required to effectively manage and coordinate all tasks and activities associated with the execution of multiple design and construction teams required to complete the Services;

- 3
- G.** comply with all applicable requirements of any and all County Bond resolutions, documents and covenants consistent with the terms of the Operative Agreements;
 - H.** require each Contractor to construct all improvements in accordance with County's standard design and construction policies except as otherwise approved by County and specifically included in the attached Exhibit F;
 - I.** monitor, review and approve the development of drawings and the specifications prepared by the Consultant(s), conduct progress reviews of the drawings and specifications and coordinate such reviews with the Teams;
 - J.** observe the Work in progress to ensure that the Work is compliant with the terms of the respective Construction Contract and/or Purchase Orders;
 - K.** determine the acceptability of each Consultant's performance under the respective Consulting Contract(s) and each Contractor's performance under the respective Construction Contract(s), and as required take all necessary enforcement action to compel compliance with the terms of each Consultant Contract and each Construction Contract;
 - L.** conduct progress meetings and prepare reports (including an executive summary every other month), identifying the percentage of Work completed, the amount paid to each Consultant and Contractor and the remaining balance of each Consultant Contract and each Construction Contract;
 - M.** identify and coordinate activities required for Site access and due diligence that must be performed in order for the Program Schedule, Program Cost Estimate, development approval and permit assumptions to be satisfied;
 - N.** identify requirements and confirm assumptions for the Program related to Land Reclamation, infrastructure and permitting requirements;
 - O.** prepare a Program Schedule based on analysis of existing schedules, programs, goals and objectives;
 - P.** develop and maintain a list of dates which are critical for the success of the overall schedule of the Services identified in this Agreement;
 - Q.** prepare the line items within the Program Cost Estimate and Program Budget and at appropriate intervals and where necessary, review and assist in preparing revised line items within the Program Cost Estimate and Program Budget;
 - R.** update the Program Cost Estimate to specifically coincide with the timing of the GMP and the issuance of County Bonds;
- 12

- S.** review preliminary designs for the Facility in order to confirm Program Cost Estimate assumptions;
- T.** review detailed schedules and cash requirement projections;
- U.** provide specific guidance about the proposed Program and uses for the Facility, and ensure that the Program meets or exceeds the Minimum Requirements;
- V.** conduct all activities necessary to prepare applications for governmental permits and approvals and secure such permits and approvals subject to County review and/or approval requirements of this Agreement;
- W.** prepare a list of required governmental reviews and permits/approvals, and engage Consultant(s) to prepare, submit and secure any permits or approvals that are required for the construction of the Facility;
- X.** review and approve the design for the Facility and City Park pursuant to the requirements of this Agreement;
- Y.** conduct design progress meetings with the Consultant(s) and Contractor(s), and County when required or requested/appropriate, as a forum for exchange of information and resolution of design decisions;
- Z.** incorporate County's design and construction standards and approved plans into each Construction Contract as required by the terms of this Agreement and enforce compliance with these design and construction requirements in each Construction Contract;
- AA.** incorporate and enforce requirements in each Construction Contract that, when specified as part of the approved design, each Contractor utilizes new materials and/or equipment (or newly manufactured materials and/or equipment using recycled components), including when such materials and/or equipment are incorporated into the Work, unless otherwise approved by the County; and where materials and/or equipment are not specified as part of the approved design, require each Contractor utilize a high grade of quality for its intended use;
- BB.** review, negotiate and approve the design and pricing of all improvements which will become Public Use Improvements and submit to County for compliance with building standards where comparable standards exist;
- CC.** identify the Parking Areas, Exclusive Parking Areas, Public Use Improvements and the LLC Restoration Areas no later than the conclusion of design development;
- DD.** contractually require and enforce the requirement that the Consultant(s) and Contractor(s) design and construct the Facility to be compliant with the applicable

building codes and American Red Cross ARC Standard 4496 for use of the Facility as a shelter site for the homeless during any periods of declared federal, state, or local emergency;

- EE.** select an artist or artist team to design, fabricate and install integrated Art pursuant to a competitive process approved by County and incorporate the integrated Art into the design and construction, the total value of the integrated Art (including, but not limited to, honoraria, materials, fees, and any other costs associated with the design, fabrication, and installation) being no less than \$800,000;
- FF.** conduct good faith comprehensive constructability reviews and value analysis to reduce the cost of the Program;
- GG.** coordinate with utility service providers for off and on-site water, sewer, gas, electric and telecommunications service, and other service, as appropriate;
- HH.** prepare all documentation and then submit to County for review, processing and approval of all required easements for the Program, including required utility easements for water, reclaimed water, sewer, electric, cable, telephone and other services and obtaining required insurance and indemnification from each Contractor and each Consultant performing Work on easements as set forth in Article 7 hereto;
- II.** conduct meetings with City, regulatory agencies and the community, as may be required to accomplish all Services contemplated in this Agreement;
- JJ.** handle public relations activities related to the Program, including but not limited to, responding to public inquiries, attending public meetings and presenting at community meetings;
- KK.** conduct coordination meetings with City, regulatory agencies and the community, as may be required for the purposes of planning and submitting development and permit applications;
- LL.** prepare a list of required governmental reviews and approvals, and engage Consultant(s) to secure any permits or approvals for off or on-site activities that are required for the construction of the Facility;
- MM.** contractually require and enforce the requirement that each Consultant designs, and each Contractor constructs, all physical improvements to the Site and the City Park Property in accordance with the ERP and as set forth in Section 12.2 of the Interlocal Agreement;
- NN.** implement the Sales Tax Recovery Program including reviewing and certifying each request for payment submitted by contractors and vendors under any Sales

Tax Recovery POs for payment, in accordance with the applicable Sales Tax Recovery POs;

- OO.** evaluate phasing options and implications and determine an efficient and economical design and construction option consistent with the Minimum Requirements;
- PP.** monitor each Contractor's request for Change Orders and notify the County and the Teams of any changes that may affect the operations or maintenance of the Facility;
- QQ.** provide funding for Non-Eligible Costs, unless same are attributable to the County pursuant to Section 8.3 hereof, and the payment of such Non-Eligible Costs shall be guaranteed by the Guaranties attached to this Agreement as Exhibits I-1 and I-2;
- RR.** ensure that all Public Use Improvements and non-Public Use Improvements are reported, inventoried, tagged and recorded in accordance with the requirements of the Construction Contract;
- SS.** cause the filing by others of all required reports, certifications and similar documents;
- TT.** establish operating procedures;
- UU.** develop a transition plan from development to operations;
- VV.** upon request of the Contractor(s) and Consultant(s), the LLC shall review the request, and if approved, execute a certificate of Substantial Completion accepting the Program as sufficiently complete for the LLC to use the Facility for its intended purposes, and thereafter, when the LLC is satisfied that all Work under the Construction Contract is complete and in accordance to the requirements of the Construction Contract, the LLC will make final payment and accept the Program as complete as set forth in the Construction Contract;
- WW:** perform all of County's obligations pertaining to the terms of the Reclaimed Water Agreement between County and City except for the responsibilities for the specific design, permitting, management and construction identified in Exhibit K of the Reclaimed Water Agreement; and
- XX.** fund, from the Budgeted Amount, all of the obligations of the County pertaining to the terms of the Reclaimed Water Agreement, including those performed by the County pursuant to Section 3.3 WW.

3.4 During the Term of this Agreement, the County may, from time to time, request in writing that the LLC perform certain services for the Program in addition to those set forth in

Article 3 of this Agreement (the "Additional Services"). The scope of, and compensation to the LLC for, any such Additional Services shall be mutually acceptable to the County and the LLC, shall be set forth in a written amendment to this Agreement executed by both parties and shall be governed by the terms and conditions of this Agreement, unless otherwise provided in such amendment.

3.5 The LLC shall have no obligation or responsibility to fund or provide the work outlined in this Section 3.5, but may participate with County, in regard to the following:

- A. securing the conveyance of the Site to the County;
- B. providing legal services to the County; or
- C. arranging for, or providing for, County Bond financing for the Budgeted Amount.

3.6 County acknowledges that LLC is providing the Services described in this Article 3 as a development consultant and not as a licensed general contractor, architect or other licensed professional. However, the LLC will engage and contractually require licensed professionals to complete the Work in accordance with the requirements of this Agreement, and will enforce such contracts and administer any claims process associated with such contracts as set forth herein. LLC shall require each Contractor and each design Consultant to provide customary warranties, will enforce said warranties and will name the County as a third party beneficiary of all such warranties. The foregoing notwithstanding, the LLC shall be obligated to enforce the provisions of each Consultant Contract and each Construction Contract as set forth herein.

3.7 THE LLC SHALL PERFORM THE DUTIES AND OBLIGATIONS AS CONTAINED IN SECTIONS 3.3 AND 3.6 HEREIN. THE LLC DISCLAIMS ANY AND ALL WARRANTIES RELATED TO THE WORK, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, WORKMANSHIP, CONSTRUCTION OR PHYSICAL CONDITION OF THE FACILITY AND ALL FIXTURES OR ITEMS OF PERSONAL PROPERTY CONTAINED THEREIN, REGARDLESS OF WHETHER THE WARRANTIES ARISE FROM CUSTOM, USAGE, COURSE OF TRADE, CASE LAW, STATUTORY LAW OR OTHERWISE.

ARTICLE 4

LLC SERVICES RELATED TO THE INTERLOCAL AGREEMENT

4.1 Except as otherwise set forth in Article 5 hereof, the LLC shall assume and have sole responsibility for each of the following:

- A. All of County's obligations set forth in Section 4.2 of the Interlocal Agreement;
- B. All of County's obligations set forth in Section 12 of the Interlocal Agreement including Section 12.6 of the Interlocal Agreement pertaining to the design, development and construction of City Park and the City Park Improvements and in accordance to the ERP;

- C. All of County's obligations set forth in Exhibit I of the Interlocal Agreement (Temporary Construction Easement);**
- D. All of County's obligations, responsibilities and rights associated with the Access Easement described in Section 10.3.1.3 and Exhibit H of the Interlocal Agreement;**
- E. All of the County's obligations, responsibilities and rights associated with the License Agreement described in Section 10.3.1.4 and Exhibit M of the Interlocal Agreement; and**
- F. All of the County's obligations, responsibilities and rights associated with Section 10.3.2.4 of the Interlocal Agreement.**

4.2 The LLC's performance of the obligations identified in this Article 4 is subject to the following conditions;

- A. The LLC shall not accept any conditions, approvals or permits that; 1) run with the land, 2) present on-going financial cost, obligation or responsibility, or 3) that are inconsistent with, or require changes to the Operative Agreements, without the express written approval of County; and**
- B. The LLC must first obtain County approval of any document that is to be submitted to the City pursuant to the Interlocal Agreement and the LLC shall provide a copy of the approved submittal to the County at the time of delivery to the City.**

4.3 It is expressly intended that the LLC will assume and independently fund the obligations of County as identified in Section 4.1 herein. The LLC shall establish the processes and procedures necessary to ensure the separation of accounting for Services related to the City Park, including, but not limited to, program management, design, permits and approvals, construction, construction administration, equipping, and providing the appropriate insurance obligations, so that the LLC and the County are able to legally demonstrate that no County monies were expended on the City Park. At a minimum, the LLC shall direct the accountant with responsibility for preparing the payment requisitions, to; 1) maintain separate records and books for the Facility and City Park, and 2) maintain separate agreements for the Services related to City Park.

4.4 The LLC shall have the right to negotiate, to approve and to execute in its name, all contracts and agreements for the services and work performed for the development of City Park, including, without limitation, the Consultant(s) Contracts and the Construction Contract(s), provided that the LLC complies with the provision of Sections 3.3 (B), (C) and (D) and Article 7 herein.

4.5 The LLC shall provide County with copies of all FBs, CCPs and Change Orders which County shall review for consistency with the obligations of the Interlocal Agreement and this Agreement.

4.6 The LLC will contractually obligate the Consultant(s) and the Contractor to name the County and the City of West Palm Beach as co-obligees on the Contractor's \$255.05, Florida Statutes, public construction bonds for all work related to the development of the City Park. In addition, any Consultant or Contractor performing work related to the development of the City Park shall name the County and the City as additional insured under any required insurance policies, and also indemnify and hold the City and County harmless under any required indemnity provisions of the Consultant Contract(s) and the Construction Contract(s). The provisions of this paragraph shall also apply to any Subcontractor performing work related to the development of the City Park.

ARTICLE 5

COUNTY RESPONSIBILITIES

5.1 Permit and Development Approval Applications

All applications for permits and approvals shall require approval of the County Representative or other duly authorized County employee prior to submittal.

5.2 Conditions of Approval/Expenses not in Program Cost Estimate

All conditions of permits or approvals which run with the land and/or require an expense not covered by the Program Cost Estimate require the approval and/or execution by the same individual as in Section 5.1 herein.

5.3 Peer Review

Notwithstanding any of its responsibilities identified in this Agreement and without assuming any responsibility for the design and/or performance of the Consultants, the County reserves the right, but not the obligation, to contract for its own consultant or contractor to review the in-progress design documents for general compliance with the terms of this Agreement, design efficiency, cost effectiveness, and compliance with County building standards. Unless the LLC requests in writing that the County contract with a consultant or contractor to perform a portion of its responsibilities pursuant to this Agreement, the cost of any peer review conducted by the County as provided in this Section 5.3, will be an Excluded Cost and paid by County. If requested by the LLC, the cost of the peer review conducted by County will be paid from the Budgeted Amount. The decision to contract with a consultant or contractor to perform a portion of the County's responsibilities pursuant to this Agreement is in the County's sole discretion.

5.4 Consider Request to Commence Land Reclamation

Land Reclamation activities shall not commence until the LLC has obtained the approval of the County pursuant to this Section 5.4. After the Pre-Land Reclamation is concluded, the County shall consider any requests from the LLC to proceed with Land Reclamation. Any request to proceed with Land Reclamation activities shall be accompanied by all pertinent studies and evaluation, permits and identification of all off-site disposal locations for unsuitable (pursuant to the Construction Contract) and/or contaminated materials found on the Site, if the LLC desires to re-use or re-cycle any landfill materials found on the Site as part of the Facility and/or Site, it

must specifically identify the materials, how they will be processed (if at all) prior to re-use and the location of the proposed re-use. If the LLC is authorized to proceed with Land Reclamation, the approval shall be reduced to writing and may contain conditions relating to the authorized activities, including any approved deviations from the requirements of the County's standard Construction Contract.

5.5 Meetings

The County, at its option, may attend any meeting scheduled by the LLC relating to the Program, except those between the LLC and/or its representatives and legal counsel that may be considered attorney-client privileged.

5.6 Make Payments

The County shall timely pay all Actual Costs for the Services authorized in Article 3 hereof from the Budgeted Amount, including Actual Costs for the Services authorized retroactive to February 3, 2015, in accordance with the payment and requisition procedures set forth in Section 9.3 and Exhibit G of this Agreement, including any and all compensation requested by the LLC for the Consultants and Contractor to be paid by County pursuant to the terms of this Agreement. Payments shall not exceed the Budgeted Amount, shall be disbursed by the Clerk, and shall be payable in accordance with the requirements of the Clerk's Office and the requisition procedures.

5.7 County Coordination with City

In relation to those issues in which it is necessary to coordinate with the City, the County shall use good faith efforts to:

- A. Secure the conveyance of the Site from the City of West Palm Beach to the County; and
- B. Secure a Temporary Construction Easement for access to develop the City Park Property.

5.8 Other Responsibilities

5.8.1 The County shall have the following additional responsibilities:

- A. Use good faith efforts to obtain a Funding Certification Letter and to execute an agreement with the State pursuant to Florida Statute § 288.11631. The County shall use the funds received from the State pursuant to Florida Statute §288.11631 solely to pay or pledge for the payment of debt service on, or to fund debt service reserve funds, arbitrage rebate obligations, or other amounts payable with respect thereto, bonds issued for the construction or renovation of the Facility, or for the reimbursement of such costs or the refinancing of bonds issued for such purposes.
- B. Provide funding for Cost Overruns attributable to County as set forth in Section 8.3 hereof.

- C. Cooperate with the LLC in coordinating the procurement and placement of off-Site directional signage, along Palm Beach County roadways and along I-95, with the Florida Department of Transportation and other authorities.
- D. The County shall reasonably expedite any actions or approvals requested or required of the County in connection with the Program, and except as otherwise provided in this Agreement, all such actions or approvals shall not be unreasonably withheld, conditioned or delayed. The County shall not act, or fail to act, in a manner that would cause, or would reasonably be expected to cause, the completion of the Program to be delayed. The County shall provide assistance to and use reasonable efforts to cooperate with the LLC in the performance of this Agreement. Nothing in this Section shall be construed to require either party to violate any valid and enforceable Public Laws.
- E. The County shall perform the obligations assigned to County for design, permitting, management and construction of the improvements contained in Exhibit E of the Reclaimed Water Agreement.

5.8.2 Throughout the Term, the LLC shall be granted, for the LLC and their invitees, uninterrupted access to and egress from the Site (including access to and egress from all areas owned, licensed or otherwise controlled by the County) and the right to enter the Site to the extent reasonably necessary for the LLC to exercise its rights and perform its obligations under this Agreement.

ARTICLE 6 PROGRAM MANAGEMENT

6.1 An organizational chart for the LLC's Program team is set forth on Exhibit H hereto. The LLC shall inform County in writing, of the name, email address and telephone number(s) of its Program Representative, together with a clear definition of the scope of his authority to represent and act for the LLC and shall specify any and all limitations of such authority. The LLC shall keep the County informed of any subsequent changes in the foregoing.

6.2 The Program Representative is responsible for administering all required work at the Site and a representative of the Program Representative shall be at the Site when the construction of improvements is in progress. All notices, determinations, instructions and other communications made or given by the Program Representative shall be binding upon the LLC; provided however, notwithstanding the foregoing, only the managers of the LLC shall have the authority to bind the LLC with respect to; (a) modifications or amendments pertaining to this Agreement, (b) modifications or amendments pertaining to the Consultant Contract(s), and (c) modifications, amendments, or Change Orders pertaining to the Construction Contract(s).

6.3 If, at any time during the term of this Agreement, the then current Program Representative becomes unacceptable to the County, upon written notice from the County the

LLC shall replace the unacceptable Program Representative with a Program Representative acceptable to the County.

6.4 The Program Representative shall invite the County Representative to each and every meeting scheduled with the City or governmental regulatory agency, including, but not limited to, all meetings relating to permitting or approvals. The LLC shall provide the County with advance notice of any regularly scheduled Program meetings. The Program Representative shall invite the County Representative to each and every meeting scheduled with every Consultant and the Contractor or any Subcontractor, except those meetings relating directly to the construction of City Park or the City Park Improvements.

6.5 The LLC shall not self-perform any physical construction at the Site pursuant to this Agreement. Furthermore, the LLC shall not perform, and nothing contained in this Agreement shall be construed to require the LLC to perform, any activity or service which would require a license, a certificate of authorization, certification or registration under Chapters 471, 481 or 489, Florida Statutes.

6.6 Except as otherwise specifically provided in this Agreement, the County agrees that the LLC shall make all decisions relating to the design, construction, development and delivery of the Facility and Program.

6.7 The LLC shall reasonably expedite any actions or approvals requested or required of the LLC in connection with the Program, and except as otherwise provided in this Agreement, all such actions or approvals shall not be unreasonably withheld, conditioned or delayed. The LLC shall not act, or fail to act, in a manner that would cause, or would reasonably be expected to cause, the completion of the Program to be delayed. The LLC shall provide assistance to and use reasonable efforts to cooperate with the County in the performance of this Agreement. Nothing in this Section shall be construed to require either party to violate any valid and enforceable Public Laws.

ARTICLE 7 **CONTRACTS**

7.1 The LLC agrees to abide by County's Small Business Enterprise and Local Preference policies as set forth in Palm Beach County Code Sections 2-80.21 through 2-80.34 and Sections 2-80.41-44, 2-80.46, 2-80.47, as amended, with an SSE Goal of 15% for the Program. In order to meet the established goals and comply with the requirements of the policies, the LLC will use the selection processes and forms described in this Article 7.

7.2 The LLC shall have the right to negotiate, to approve and to execute in its name, all contracts and agreements for the Facility, including, without limitation, the Consultants Contracts and the Construction Contracts provided that the LLC:

- A. Selects the Consultant(s), Contractor and vendors as set forth in Exhibit C and Section 3.3(B), (C) and (D), as applicable;

- B. Uses a form Consultant and Contractor Agreement that is substantially similar to County's standard contract for the applicable service and specifically including the requirements of the County's Small Business Enterprise and Local Preference policies as set forth in Palm Beach County Code Sections 2-80.21 through 2-80.34 and Sections 2-80.41-44, 2-80.46, 2-80.47, as amended as well as the specific language required by any State or Local law;**
- C. Uses a form artist agreement that is substantially similar to County's standard artist agreement for the design, fabrication and installation of Art procured in accordance with Section 3.3(BB) hereof;**
- D. Requires all types of insurance in amounts equal or greater than the County standard for all Consultants, Contractors, and any other entities performing any portion of their respective Work at the Site;**
- E. Requires a payment and performance bond, where required by Florida Statutes §255.05 on the County's form and from a surety meeting the County's requirements;**
- F. Names the County as additional insured and/or third party beneficiaries to all insurance policies and co-obligees on all bonds;**
- G. Indemnifies and holds harmless the County using standard indemnity provisions found within the contracts identified in Section 7.2(B) and 7.2(C) above; and**
- H. For the sole purposes of determining compliance with the requirements of the Agreement and to allow the County to set up the necessary payment accounts, secure the approval of the Director, Facilities Development & Operations, or designee, on each and every Consultant Contract and Construction Contract. Such approval shall be proof that the requirements of this Section 7.2 are met.**

7.3 The LLC shall ensure that each Consultant Contract and Construction Contract has the requirement that the Consultant and Contractor deliver to the County Representative, such documents and materials received by, and in the possession of, the LLC, prepared by the Consultant and the Contractor pursuant the Consultant Contract or the Construction Contract, as the case may be, or pursuant to any other agreement related to the Program, as the County may reasonably request. All drawings, maps, sketches, programs, data bases, reports and other data developed, or purchased, under this Agreement or any agreement related to the Program, by or from the Consultant or the Contractor, and received by the LLC, shall be and remain the County's property.

7.4 The LLC represents that all sub-consultant agreements entered into shall incorporate the requirements set forth in Section 7.2 above, and further warrants that the County is an intended express third party beneficiary of any such subcontract.

ARTICLE 8
PROGRAM COST ESTIMATE and PROGRAM BUDGET

8.1 Creation of a Program Cost Estimate.

8.1.1 The LLC shall create a Program Cost Estimate. Prior to the issuance of the County Bonds, the LLC shall submit the form and structure of the Program Cost Estimate for approval by the County. The County's approval shall be for compliance with the requirements of this Agreement as well as the form and practicality of monitoring and implementation throughout the term of the development of the Facility.

8.1.2 The Program Cost Estimate shall specifically identify the line items reflecting the anticipated Actual Costs, which include Program Contingency lines and Non-Eligible Costs, in accordance to County's specific requirements.

8.1.3 The LLC shall designate which Consultant will be responsible for the management of the Program Cost Estimate and the Program Budget.

8.2 The Consultant identified to create and manage the Program Cost Estimate and the Program Budget shall maintain a separate budget with detailed expenditures relating to the development of City Park and the City Park Improvements.

8.3 Cost Overruns.

The LLC will be responsible for Cost Overruns, except to the extent: (a) the County imposes a program requirement in excess of the Minimum Requirements that results in a Cost Overrun; or (b) the County breaches any of the Operative Agreements or any agreements relating to bond financing for the Program, which breach results in a Cost Overrun. In the event that either of the foregoing causes occurs, the County shall pay a proportionate share of any such Cost Overrun, which proportion shall be equal to the extent to which the Cost Overrun was caused by the County. Any payment by the LLC for Cost Overruns shall be not be deemed a payment for use of any portion of the Facility, but rather an equity contribution.

8.4 Cost Savings

8.4.1 The County and the LLC shall use good faith efforts to achieve Cost Savings through the various stages of the Program and shall allocate the Cost Savings as set forth herein.

8.4.2 The County and the LLC will work together throughout the design of the Facility to ensure; 1) the design and specifications reflect the materials typically installed in professional sports stadium facilities, 2) that quantities of features are generally comparable to other professional stadium facilities, 3) that Public Use Improvements are designed to County standards where comparable standards exist, 4) that any recycled and/or re-used materials are considered, when appropriate, and that 5) specified building equipment and materials are of types and installation details typical to South Florida. The County shall conduct design reviews to ensure consistency with the above listed requirements and to identify opportunities for Pre-Construction Cost Savings as follows:

- A. The LLC shall invite County to participate in any meetings it believes appropriate to facilitate the identification of Cost Savings. The County shall be allowed to participate in any meetings and/or discussions that the County believes appropriate to facilitate Cost Savings.
- B. The LLC will provide County with electronic access to design submittals (schematic design, design development, construction documents and corresponding cost estimates) and provide County with copies of the design submittals as requested by County. The LLC shall work with County, including meeting with County and inviting County to design review meetings, in order to facilitate County review of design submittals, including plans, specifications and schedules. The LLC shall provide County with written reports detailing all comments resulting from such interim submittal reviews. The County shall review and provide comments to the LLC upon receipt of the estimates of probable construction cost as prepared by the Contractor. The County may make recommendations to advise the LLC where the estimate of probable construction cost could be reduced in order to achieve Pre-Construction Cost Savings.
- C. The LLC shall review all comments of County as it relates to the design submittals and probable construction costs to ensure the LLC addresses each comment and incorporate changes approved by the LLC, if any, into the Program Cost Estimate.
- D. Pre-Construction Cost Savings will be identified and allocated no later than the time of County Bond approval by the County.

8.4.3 Pre-Construction Cost Savings will be shared between the County and the LLC, on a pro rata basis of the total cost of the Program over the term of this Agreement. The County's share will be calculated based upon the combined State and County's contribution to reduce the Budgeted Amount. The LLC's share shall reduce the LLC's total payment obligation to County as set forth in Section 6.5.2 of the Sports Facility Use Agreement, which shall be applied proportionately to reduce all Team Improvement Areas Fee payments, during the term of the Sports Facility Use Agreement.

8.4.4 The LLC shall implement the Sales Tax Recovery Program pursuant to the policies and procedures set forth in Exhibit E attached hereto. It shall be the responsibility of the Program Representative to seek the advance approval of the County Representative on whether a commodity is eligible for purchase pursuant to the Sales Tax Recovery Program. The Program Representative will be responsible for processing all Sales Tax Recovery Change Orders and Sales Tax Recovery PO's. The County will respond within ten (10) business days of receipt of properly completed Sales Tax Recovery PO's. To the extent that the County receives any proceeds in accordance with Section 2.1.13 of Exhibit E hereto, the County agrees that said proceeds shall be utilized to replace any commodity purchased under the Sales Tax Recovery Program, unless otherwise agreed to by the County and the LLC.

8.4.5 All savings resulting from participation in the Sales Tax Recovery Program will be credited to the Program Contingency in the Program Cost Estimate.

8.4.6 The Parties acknowledge that the costs of any particular line item for Services will vary from the number identified in the Program Cost Estimate. If the contracted cost of the particular Service is less than that identified in the Program Cost Estimate, then the LLC shall credit the difference to the Program Contingency ("Buy-Out Savings"). If the contracted cost of the particular Service is more than identified in the Program Cost Estimate, then the LLC shall first debit the Program Contingency, and once the Program Contingency is exhausted, the difference will be considered a Cost Overrun.

8.4.7 Construction Savings shall be deposited into the R/R Project Reserve and allocated one-third (1/3) to the County R/R Project Reserve and two-thirds (2/3) to the LLC's R/R Project Reserve, to provide initial funding for Renewal/Replacement Projects pursuant to the Sports Facility Use Agreement. To the extent the savings relate to facilities financed with the proceeds of County Bonds the interest on which is excluded from gross income of the holders thereof for federal income tax purposes (the "Tax-Exempt Bonds"), the County will seek an opinion of Bond Counsel to the effect that such application of the proceeds of such Tax-Exempt Bonds shall not, in and of itself cause interest on the Tax-Exempt Bonds to be included in the gross income of the holders thereof for federal income tax purposes.

8.5 Change Orders

8.5.1 The LLC shall provide County with a monthly report listing of all FBs, CCPs, Contingency Use, CCDs, and Change Orders with sufficient details to enable County's review of each of the above, for consistency with the terms of this Agreement.

8.5.2 Changes to the Consultant(s) and Contractor Scope of Work shall be authorized by the Program Representative pursuant to its standard practice and copies of such Change Orders shall be provided to County with each pay application.

8.5.3 The LLC is required to obtain County approval on any Change Order that: 1) significantly changes the general scope, extent or character of the Program or its design including, but not limited to, changes in size or character of construction; 2) modifies specified equipment and/or substitutes materials in Public Use Improvements; and/or 3) changes the Art component, which Change Orders may be granted or denied in County's discretion. County may review other Program changes as deemed appropriate in County's discretion.

ARTICLE 9 COMPENSATION FOR SERVICES

9.1 The County shall timely pay any and all Actual Costs required to be paid by it to the LLC pursuant to the terms of this Agreement, which payments shall be made in accordance with the provisions of this Agreement.

9.2 The County shall only be required to pay for Actual Costs not exceeding the Budgeted Amount, retroactive from February 3, 2015. Except as otherwise provided in Section 8.3 for Cost Overruns attributable to County, under no circumstance shall the County pay for any other costs of the Program.

9.3 Requisition Process

9.3.1 On or before the fifth (5th) Day of each month, the LLC shall be entitled to submit to the County a payment certification and requisition for Actual Costs incurred, which shall include a copy of the Consultants or Contractor application for payment, certified by the LLC and the applicable Consultant or Contractor in accordance with the requirements of Exhibit G attached hereto. The LLC agrees to deliver to the County such back-up materials as the County may reasonably require, and which the LLC has reasonable access to obtain. Unless the County disputes all or a portion of any charge set forth in said payment certification and requisition, the County shall make payments to the LLC in the amounts due to: (a) the Consultant, pursuant to each Consultant Contract; and (b) the Contractor, pursuant to each Construction Contract; within 30 days from the date of receipt of a complete payment certification and requisition from the LLC. The Contractor's application for payment must also be accompanied by the Affidavit set forth in Section 9.3.2 below. To the extent that the County disputes all or part of the payment requested by the payment certification and requisition, the County shall make partial payment of the non-disputed amount and provide notice of the disputed amount and reason for the dispute to the LLC within ten (10) days of receipt of the payment certification and requisition. Said notice shall be considered the initial notice of the dispute resolution procedure set forth in Section 14.1 hereof, and the parties agree to follow the dispute resolution procedure to resolve any such payment disputes.

9.3.2 With each payment certification and requisition submitted to the County, the LLC shall deliver to the County from each Contractor(s) or Consultant(s) for which payment is requested, as the case may be, fully executed Affidavit of Disbursement of Previous Payments in the amount of the immediately prior payment for the applicable Contractor or Consultant, as the case may be, excepting any claims that remain in dispute. The County shall not release payment for any portion of the Services performed by the Consultant(s) or the Contractor(s), as the case may be, unless the payment certification and requisition submitted to the County is accompanied by the Affidavit of Disbursement of Previous Payments for the Consultant(s) or the Contractor. However, the County may, but shall not be required to, make payments on account of the respective Construction Contract or Consultant's Contract without such affidavit, if the Contractor or Consultant presents to the LLC, and the LLC presents to the County, a consent of surety to such payment, from the Contractor's or Consultant's surety, in form acceptable to the County.

9.4 The receipt of such payment by the LLC is hereby deemed to be a condition precedent to the LLC's obligation to transmit payments to the Consultant(s) or the Contractor(s). In the event that the County fails to make payment to the LLC in the entire amount of any payment certification and requisition submitted by the LLC, the LLC shall only be obligated to transmit payment to the Consultant(s) or the Contractor(s) in the amount actually received from the County. Notwithstanding the above, the receipt of payment from County is not a condition

precedent to the extent the payment request represents payment to a Consultant(s) or Contractor(s) attributable to a Cost Overrun payable by the LLC pursuant to Section 8.3 herein.

9.5 Upon receipt of payment from the County with respect to any payment certification and requisition, the LLC shall transmit payment to the Consultant or the Contractor, in the exact amount received from the County within five (5) Business Days from the date of the LLC's receipt of such payment from the County.

ARTICLE 10 TERM AND TERMINATION

10.1 The term of this Agreement shall commence on the Effective Date, shall amend and replace the Developer Agreement (R2015-1071) and shall continue until the earlier of: (a) full completion of all Services and payments contemplated under this Agreement; (b) the date of termination of the Interlocal Agreement if terminated prior to the closing as described in Section 10 therein; (c) the date of the termination of the Sports Facility Use Agreement; or (d) the date of the termination of this Agreement, pursuant to the terms hereof (the "Term").

10.2 The LLC shall have the right to terminate this Agreement:

- A. For any reason prior to the sale of the County Bonds, subject to repayment of One Hundred Percent (100%) of the Actual Costs paid to the LLC pursuant to the Due Diligence Agreement and this Agreement.
- B. Pursuant to the Interest Election, subject to the LLC reimbursing the County fifty percent (50%) of the Actual Costs paid to the LLC pursuant to the Due Diligence and Planning Services Agreement and this Agreement. Notwithstanding the prior sentence, if the election occurs after all conditions precedent to issuance of County Bonds have been fulfilled except that a referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances, and the election occurs during or after a Referendum Period, then the LLC shall reimburse the County 100% of the Actual Costs at the date of termination.
- C. In the event any of the conditions precedent set forth in Section 17.1 are not satisfied or waived by March 1, 2016, the provisions of Sections 17.2, 17.3 and 17.4 shall control the LLC's right to terminate this Agreement.
- D. In the event of termination pursuant to Section 10.2 hereof, payment by the LLC to the County shall be made to County within thirty (30) days of receipt of substantiated bills from County.

10.3 The County shall have the right to terminate this Agreement:

- A. For any reason prior to the issuance of the County Bonds, subject to the County making payment to the LLC for Actual Costs accrued to the date of termination of this Agreement. The County shall only be obligated to pay the LLC, and the LLC

shall only be entitled to receive from the County, all Actual Costs accrued to the date of the termination of this Agreement.

- B. In the event any of the conditions precedent set forth in Section 17.1 are not satisfied or waived by March 1, 2016, the provisions of Sections 17.2, 17.3 and 17.4 shall control the County's right to terminate this Agreement.

10.4 The following provisions shall survive termination of this Agreement: Articles 11, 13 and 15, and Sections 4.1A, 4.1D, 12.3, 19.3, 19.4, 19.7, 19.8, and 19.16, Exhibit F and Exhibit J hereto.

10.5 The Sports Facility Use Agreement shall terminate simultaneously with the termination of this Agreement, pursuant to Sections 10.1(b) or (c), 10.2, or 10.3 hereof, subject to the survival of any provisions which either specifically survive termination or which, by their nature are intended to survive. Termination shall be effective on the Effective Termination Date.

ARTICLE 11 **GUARANTY**

The Teams shall individually guaranty all of the LLC's obligations under this Agreement pursuant to the attached Exhibits I-1 and I-2.

ARTICLE 12 **INSURANCE AND INDEMNIFICATION**

12.1 Teams Insurance

12.1.1 The LLC shall cause the Teams to secure and maintain during the Term, at no cost to the County, the following coverages covering its operations hereunder, provided however, that if the obligations are met by an Umbrella Policy, such policy shall be as broad as the primary:

- A. Worker's Compensation. Insurance covering all Team employees including coaching staff and players) meeting statutory limits in compliance with the applicable state and federal laws.
- B. Commercial General Liability. Coverage shall have minimum limits of \$5,000,000 per occurrence and \$10,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability, which limit can be evidenced by any combination of primary and excess coverage. This shall include Premises and Operations; Personal and Advertising Injury; Independent Contractors; Products and Completed Operations; Contractual Liability; Liquor Liability; and Athletic Participation coverage.

- C. Automobile Liability. Coverage will include all licensed, over-the-road vehicles owned or used by the Team with minimum limits of no less than \$1,000,000.00 per accident.

12.2 LLC Insurance

12.2.1 In addition to the requirements of Section 7.2(D) hereof, the LLC shall secure and maintain, or shall cause to be secured and maintained, during the Term, at no cost to the County, the following coverages covering its operations hereunder, provided however, that if the obligations are met by an Umbrella Policy, such policy shall be as broad as the primary:

- A. Workers' Compensation. Insurance covering all LLC employees meeting statutory limits in compliance with the applicable state and federal laws
- B. Commercial General Liability. Coverage shall have minimum limits of \$5,000,000 per occurrence and \$10,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability, which limit can be evidenced by any combination of primary and excess coverage. This shall include Premises and Operations; Personal and Advertising Injury; Independent Contractors; Products and Completed Operations; Contractual Liability; Liquor Liability; and Athletic Participation coverage.
- C. Automobile Liability. Coverage will include all licensed, over-the-road vehicles owned or used by the LLC with minimum limits of no less than \$1,000,000.00 per accident.

12.2.2 All insurance policies must be issued by an insurance carrier with an A.M. Best rating of A- and Class VII or better.

12.2.3 The County shall be specifically listed as an additional insured (and not as a named insured) for all claims arising in connection with the LLC's operations on the Commercial General Liability Insurance policy and any umbrella policies which may be applicable to the Program (using ISO Form CG2010 10 01 or its equivalent) and the Automobile Policy. The Additional Insureds shall include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). Coverage for the County as an additional insured shall apply on a primary basis irrespective of any other insurance, whether collectible or not, in connection with the operations of the LLC. No policy shall contain a self-insured retention, but may have a deductible.

12.2.4 All of the foregoing insurance provided by the LLC shall: (i) be primary to any and all of the insurance carried by the County, and the County's insurance, if any, shall be in excess of, and not contribute with, the insurance provided by the LLC; and (ii) contain

R 2015 1523

FIRST RESTATED
SPORTS FACILITY USE AGREEMENT

THIS FIRST RESTATED SPORTS FACILITY USE AGREEMENT (the "Agreement") is made and entered into as of this OCT 20 2015, by and between Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County"), HW Spring Training Complex, LLC, a Florida Limited Liability Company (the "LLC"), the Houston Astros, LLC, a Texas Limited Liability Company (the "Astros" or "Team"), and the Washington Nationals Baseball Club, LLC, a Washington, DC Limited Liability Company (the "Nationals" or "Team").

WHEREAS, the County is the owner of certain real property within the City of West Palm Beach, Palm Beach County, Florida, which property is legally described on Exhibit A; and

WHEREAS, the County desires to develop and own a stadium, including two-team training facilities, practice fields, clubhouses, dedicated on-site parking areas, and other appurtenances and improvements, to be used by the Washington Nationals and the Houston Astros as a professional sports franchise facility for their joint spring training and other uses permitted herein; and

WHEREAS, the County desires to enter into this Agreement with the LLC, whereby the County grants to the LLC the rights to use, occupy and operate the Facility, as more particularly described herein, and the LLC desires to enter into this Agreement with the County for such purposes; and

WHEREAS, the County and the LLC previously entered into a Sports Facility Use Agreement (R-2015-1072) dated as of August 18, 2015, as amended by the First Amendment to Sports Facility Use Agreement (R-2015-1259) dated September 22, 2015 (together the "Original Agreement"); and

WHEREAS, the County and LLC wish to further amend and restate the Original Agreement to clarify certain issues in connection with the implementation of the Original Agreement and to consolidate all amendments, terms, and conditions into this new Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, the parties intending to be legally bound, hereby agree as follows:

ARTICLE 1
RECITALS

The foregoing recitals are incorporated herein and made a part hereof by this reference.

ARTICLE 2
DEFINITIONS

The following terms shall have the meanings specified in this Article 2 when capitalized and used in this Agreement. Some terms provided herein are used only in the Developer

Agreement and are included herein for clarity. Capitalized terms not defined in this Article 2 shall have the meanings ascribed to them in this Agreement or in any other Agreement referenced herein. The meanings specified are applicable to both the singular and plural.

"Actual Costs" shall have the meaning set forth in the Developer Agreement.

"ADA" shall mean the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990), as may be amended from time to time.

"Affiliate" shall mean, with respect to the LLC, a Person that, directly or indirectly, controls, is controlled by, or is under common control with, the LLC.

"Approved R/R Project Schedule" shall mean each annual R/R Project Schedule approved for funding by the Board pursuant to each annual budget funding request.

"Art" shall mean those improvements installed at the Site and Facility pursuant to County's "Art in Public Places" program.

"Art in Public Places Administrator" shall mean an employee within the Facilities Development and Operations Department designated by the County and indicated to the LLC as the individual with responsibility to implement the County's "Art in Public Places" program.

"Astros" shall mean the Houston Astros, LLC, a Texas limited liability company.

"Astros' Facilities" shall mean the land and improvements constituting the Houston Astros' Major and Minor League clubhouses, administrative and storage areas, practice fields, batting cages and tunnels, bullpen pitching mounds, pitcher warm-up areas, Exclusive Parking Areas, and any other Exclusive Use Areas designated within the Facility by the LLC for the exclusive use of the Houston Astros.

"Board" shall mean the Board of County Commissioners of Palm Beach County.

"BOC" 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.

"Budget Year" shall mean the County's annual fiscal year beginning on October 1 and continuing through September 30 of each year.

"Buffer Area" shall mean the area within the South 400' of the Site to be used as grassed pervious open space, multipurpose athletic fields, and overflow parking as depicted on the Conceptual Plan and described in Section 12.7 of the Interlocal Agreement.

"Business Day" shall mean any day, except Saturday, Sunday or any national holiday or any other day recognized by the County as a holiday, or any other day during which County governmental offices are closed.

"Capital Improvements" shall mean any and all design, permitting, labor and/or materials related to any improvements beginning on the date of Substantial Completion, that add value to

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the Facility, including but not limited to any and all fixtures, fixed equipment, modifications to, and/or demolition of the Facility undertaken on, or after, the date of Substantial Completion of the Facility. Examples include, but are not limited to, the following: fixed equipment; physical enlargement or expansion of a structure or existing asset; physical improvement which creates an increase in capacity; or adapting a portion of the Facility to a new or different use, provided such use shall comport with the intended use of the Facility for public purposes; and/or a demolition of the improvements originally constructed. The term "Capital Improvements" for the purposes of this definition shall not include the Facility as initially constructed.

"Championship Season" shall mean the regular annual period of competitive and recorded play by the Major League Clubs or Minor League Clubs, as applicable to determine a champion.

"City" shall mean the City of West Palm Beach, a Florida municipal corporation.

"City Park" shall mean the land and improvements as described in Exhibit I and Section 12.6 of the Interlocal Agreement.

"City Park Improvements" shall mean the facilities and features described in Exhibit I and Section 12.6 of the Interlocal Agreement and including the loop trail feature as described therein.

"City Park Property" shall mean the approximately 12.2 acres legally described in Exhibit A of the Interlocal Agreement.

"Commissioner" shall mean 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.

"Conceptual Plan" shall mean the general layout of proposed improvements to the Site and the City Park Property including the City Park, Facility and Buffer Area and which is attached as Exhibit B to the Interlocal Agreement.

"Concession Revenues" shall mean all the revenues received by the LLC from the sale of food and beverages, novelties, merchandise, publications, and the like at the Facility.

"Construction Contract(s)" shall mean the legally binding agreement(s) to be entered into by and between the LLC and the Contractor(s) (as such term is defined in the Developer Agreement) for the construction of the Facility, or any portion thereof, as such agreement(s) may be amended by the LLC, including through a Change Order authorized pursuant to Section 8.5 of the Developer Agreement.

"County Bonds" shall mean the County's revenue bonds to be issued in connection with the Facility in one or more series yielding One Hundred Thirty Million Dollars (\$130,000,000) in net proceeds for development of the Facility and any refunding thereof.

"County Events" shall mean those non-profit and for-profit events to be conducted or sponsored by the County, including, but not limited to, events sponsored or supported by the

Tourist Development Council, the Sports Commission, the Cultural Council, and/or other County sponsored community events.

"County Representative" shall mean the Director of the County's Facilities Development & Operations Department, or such other persons as may be designated in writing by the County as its representative or liaison during the Term of this Agreement.

"County R/R Project" shall mean an R/R Project for a Public Use Improvement.

"County's R/R Project Reserve" shall mean the monies set aside pursuant to Section 8.4.7 of the Developer Agreement for County R/R Projects.

"County Seal" shall mean the seal adopted by Palm Beach County as its official seal.

"Cultural Council" shall mean the Palm Beach County Cultural Council.

"Day" shall mean each 24-hour period beginning and ending at 12:00 midnight Eastern Standard Time and shall include Saturdays, Sundays and all holidays, except that in the event that an obligation to be performed under this Agreement falls due on a day other than a Business Day, such obligation shall be deemed due on the next Day that County offices are open for business thereafter.

"Developer Agreement" shall mean the First Restated Developer Agreement R-2015-1522, dated as of October 20, 2015, executed by and between County and the LLC, as the same may be amended or supplemented from time to time.

"Due Diligence and Planning Services Agreement" shall mean the Due Diligence and Planning Services Agreement R-2015-0358, executed on March 10, 2015 by and between County and the LLC for due diligence and planning services, as the same may be amended or supplemented from time to time.

"Effective Termination Date" shall be seven (7) days after the defaulting party has received written notice of termination.

"Emergency R/R Project" shall mean any R/R Project that is not scheduled to be made pursuant to the R/R Project Schedule, but where the impact of delay associated with waiting until the approval of the updated R/R Project spreadsheet described in Article 10 herein would be detrimental to the interest, health, safety or welfare of the residents of County and the need was not artificially created by the LLC. The determination as to whether any particular project is an Emergency R/R Project shall be made only by the County, after consideration of the justification provided by the LLC.

"Environmental Resource Permit" or **"ERP"** shall mean the environmental resource permit issued for the Facility and City Park Improvements as set forth in Section 12.2 of the Interlocal Agreement.

"Exclusive Parking Areas" shall mean those areas designated in the Exclusive Use Areas designed for and/or used for the parking of Team related vehicles.

"Exclusive Use Areas" shall mean the areas that are identified in Exhibit D attached hereto which are reserved for the exclusive use of the Teams, unless otherwise set forth herein.

"Executive Council" means the Executive Council of Major League Baseball that is governed by Article III of the Major League Constitution, and any successor body thereto.

"Facility" shall mean a professional sports franchise facility for joint spring training of two Major League Baseball teams as well as minor league affiliates, including a stadium, two-team training facilities, practice fields, clubhouses, dedicated on-Site parking areas, and other appurtenances and improvements, intended for use by the Washington Nationals and the Houston Astros and for other tourism and community uses contemplated by the Operative Agreements, and shall also include, without limiting the foregoing, all improved and unimproved areas of the Site and any off-Site improvements required for regulatory approval.

"FD&O" shall mean the County's Facilities Development & Operations Department.

"Fee Commencement Date" shall mean the date that is the third anniversary of the issuance of the County Bonds.

"Force Majeure" shall have the meaning set forth in Article 28 herein.

"Full Spring Training Season" shall mean the use of the Facility by both Teams for the full period of Spring Training Season of each year.

"Funding Certification Letter" shall mean a letter from the Florida Department of Economic Opportunity certifying the County pursuant to Section 288.11631, Florida Statutes, as eligible to receive funding for the construction and development of the Facility in the amount of Two Million Dollars (\$2,000,000) per year for a total of Twenty-Five (25) years.

"Grapefruit League Teams" shall mean the Major League Clubs participating in games played in Florida during any Spring Training Season in preparation for the Major League Regular Season.

"Gulf Coast League" shall mean a Minor League Baseball league that operates in Florida.

"Home City" shall mean the city where each team hosts opposing teams for Major League Regular Season games.

"Home City MLB Stadium" shall mean the MLB stadium in each team's Home City.

"Interest Election" shall mean the LLC's option, available at the time of County Bond sale only if the true interest cost exceeds 4.78%, to either; 1) authorize the County to issue the County Bonds and to increase the LLC's annual Team Improvement Areas Fee payments in an amount equal to the aggregate additional true interest cost of the County Bonds allocable to the LLC due to the higher true interest costs, or 2) elect to terminate the Agreement and reimburse County, either a) 50% of the Actual Costs at the date of termination if no referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances, or b) 100% of the Actual Costs at the date of termination during or after a Referendum Period.

"Interlocal Agreement" shall mean Agreement R-2015-1070, between County and the City as the same may be amended or supplemented from time to time.

"LLC" shall mean HW Spring Training Complex, LLC, a Florida Limited Liability Company, formed under the laws of the State of Florida and validly authorized to do business as a limited liability company under Florida law.

"LLC Management Fees" shall mean the costs to compensate LLC employees, vendors, contractors or others for services relating to a County Event, including but not limited to; (i) setting up, scheduling and coordinating staff and services, cleaning up, and coordinating utilities; (ii) restoring the Facility to its pre-event condition, including but not limited to repairing any damage to the Facility caused by the County Event; and (iii) providing services during a County Event, including but not limited to providing security services.

"LLC Parties" shall mean the LLC and the Teams and each of their respective members, officers, directors, employees, agents, servants and representatives, of any and all of the foregoing.

"LLC Restoration Areas" shall mean any and all items, improvements, and land areas identified in Exhibit E hereto, all land areas and property identified as an LLC Restoration Area in Exhibit F of the Developer Agreement, and any personal property, equipment and/or any portion of the Facility damaged as a result of the deviations from County standard design and construction policies identified in Exhibit F of the Developer Agreement, shall be considered LLC Restoration Areas for the purposes of determining financial responsibility for claims including, but not limited to, damage to personal property, damage to the Facility, all property insurance claims and deductible costs and financial responsibility for repairs or restorations to property resulting from said deviations.

"LLC R/R Project" shall mean any project on the R/R Project Schedule which is not a County R/R Project.

"LLC's R/R Project Reserve" shall mean the monies set aside pursuant to Section 8.4.7 of the Developer Agreement for use for LLC R/R Projects.

"Loop Trail" shall mean the improvement located along the perimeter of the Site and in some places within the City Park as depicted in Exhibit B of the Interlocal Agreement.

"Major League Baseball" or **"MLB"** shall mean, 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.

"Major League Club(s)" shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

"Major League Constitution" shall mean the Major League Constitution 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.

"Major League Regular Season" shall mean, for each MLB Championship Season, the period of play each year, which begins on the date of the first Major League Regular Season Game and ends on the date of the last Major League Regular Season Game (including any game played to break a tie pursuant to Major League Rule 33(c)).

"Major League Spring Training Home Games" shall mean those games, as determined by MLB, to be played by Major League Clubs at the Facility during the Spring Training Season as the home team.

"Minor League Baseball" shall mean the professional baseball leagues which are members of the National Association of Professional Baseball Leagues, Inc. Each league is known individually as a Minor League.

"Minor League Club(s)" shall mean the professional baseball clubs which are members of the respective Minor Leagues.

"MLB Approval" shall mean, 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) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such person(s)).

"MLB Entity" shall mean each of the BOC, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, successors or assigns.

"MLB Governing Documents" shall mean 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 Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement, (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 Clubs, MLB Advanced Media, L.P. and various other MLB Entities, and (f) each agency agreement and operating guidelines among the Major League 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 Clubs and the BOC (and the Operating Guidelines related thereto).

"MLB Rules and Regulations" shall mean (i) the MLB Governing Documents, (ii) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Clubs acting collectively, including, without limitation, agreements or arrangements (A) entered into pursuant to the MLB Governing Documents, (B) relating to any commerce and/or the exploitation of intellectual property rights in any medium, including the Internet or any other medium of interactive communication, and (C) regarding the

telecast, broadcast, cablecast (including pay, basic, expanded basic, pay-per-view and video-on-demand), recording (audio or visual), or other transmission or retransmission (including, but not limited to, transmission via the Internet or any other medium of interactive communication, now known or hereafter developed) of Major League Baseball games, and (iii) 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.

"Nationals" shall mean the Washington Nationals Baseball Club, LLC, a Washington, DC Limited Liability Company.

"Nationals' Facilities" shall mean the land and improvements constituting the Nationals' Major and Minor League clubhouses, administrative and storage areas, practice fields, batting cages and tunnels, bullpen pitching mounds, pitcher warm-up areas, Exclusive Parking Areas, and any other Exclusive Use Areas designated for the exclusive use of the Nationals.

"Non-Eligible Costs" shall have the meaning set forth in the Developer Agreement.

"Official Baseball Rules" shall mean those certain playing rules of Major League Baseball, all as the same now exist or may be amended from time to time in the future.

"Operative Agreements" shall collectively refer to this Sports Facility Use Agreement, the Developer Agreement and the Interlocal Agreement.

"Parking Areas" shall mean any areas at the Facility that are not Exclusive Parking Areas and which are intended to be used for the parking of vehicles as identified in Exhibit C of this Agreement and which may be included in a County Event license agreement, if requested by the County pursuant to Section 5.3 hereof.

"Personal Property" shall mean tangible and intangible assets that have not been affixed and/or attached to the Facility.

"Professional Baseball Agreement" shall mean that certain Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Clubs, and the National Association of Professional Baseball Leagues, Inc., as the same now exists or may be amended from time to time.

"Program Budget" shall mean the total of Actual Costs and Non-Eligible Costs but not including Excluded Costs.

"Public Use Improvements" shall mean land areas along with all improvements, equipment, fixtures and furnishings that are the County's renewal/replacement funding responsibility and that are specifically identified on Exhibit B herein, except for any improvements listed on Exhibit F of the Developer Agreement as not being the County's Renewal/Replacement funding responsibility, even if they are located within Public Use Improvement areas.

"Reclaimed Water Agreement" shall mean Agreement R-2015-1073 which sets forth the terms and conditions for the extension of a reclaimed water pipeline to the Site and the City's provision of reclaimed water to the Site.

"Referendum Period" shall mean the period of time beginning October 2, 2015 if a referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances and ending on the date at which a referendum is held and the results finally determined.

"Repair and Maintenance" shall mean the labor and materials which are required to keep the Facility in good order and repair (normal wear and tear excepted) and which are routine, regular, and are generally predictable in nature, given the age of the Facility and the use of the Facility expressly not including any R/R Projects. Repair and Maintenance includes, but is not limited to, repairs of any value necessary to restore an improvement or equipment to working order only where the resulting repair is not intended to extend the life of the improvement or equipment by more than one year. Repair and Maintenance shall specifically include, but not be limited to; 1) damage to the Facility caused by vandalism, and 2) the routine maintenance of the Art as set forth in the Agreement for Art Services that the LLC is entering into for Art at the Facility.

"R/R Payment Request" has the meaning set forth in Section 10.4.5.

"R/R Project" or **"Renewal/Replacement Project"** shall mean the labor and materials necessary to renew, rehabilitate or replace a physical improvement, fixture, piece of equipment or any other physical asset of the Facility which is intended to extend the overall life of the improvement or equipment by over one year.

"R/R Project Bid Tabulation Sheet" has the meaning set forth in Section 10.4.3

"R/R Project Reserve" or **"Renewal/Replacement Project Reserve"** shall mean two lines in the Program Cost Estimate established pursuant to Section 8.4.7 of the Developer Agreement which contain Construction Savings, if any, which upon Final Completion will be allocated to the LLC R/R Project Reserve and the County R/R Project Reserve in order to fund the initial R/R Project obligations of County and the LLC.

"R/R Project Schedule" shall mean the list of planned R/R Projects that are scheduled to be undertaken in the next ten years.

"R/R Purchase Order" has the meaning set forth in Section 10.4.3.

"SBE Vendor" shall mean a small business enterprise which has been certified by the County's Office of Small Business Assistance.

"Site" shall mean the real property legally described in Exhibit A hereto.

"Sports Commission" shall mean the Palm Beach County Sports Commission.

"Spring Training Season" shall mean the period as determined from time to time by Major League Baseball, (which for purposes hereof shall be deemed to be from January 7th to

approximately April 15th of each year unless continued or extended by Major League Baseball) during which time the Major League Clubs and the Minor League Clubs train for the next Championship Season. The Spring Training Season shall be deemed to include the time each year which is reasonably required for the preparation of the Facility and for a reasonable period to close that portion of that Facility solely related to spring training.

"Stadium" shall mean the improvement primarily designed and constructed for Major League Baseball within the Facility in which the Teams will conduct Major League Spring Training Home Games, and shall not include any of the Team Improvement Areas.

"Substantial Completion" shall have the meaning as set forth in the Construction Contract.

"TDC" shall mean Palm Beach County's Tourist Development Council.

"TDC Representative" shall mean the Director of the TDC or such other persons as may be designated in writing by the County as its representative or liaison during the Term of this Agreement.

"Team(s)" shall collectively mean the Houston Astros, LLC, a Texas Limited Liability Company and the Washington Nationals Baseball Club, LLC, a Washington, D.C. Limited Liability Company and their successors and assigns as authorized in this Agreement, and in the singular may refer to either entity individually.

"Team Events" shall mean all Major League Spring Training Home Games, Minor League Baseball games, Grapefruit League games, Gulf Coast League games, and any other baseball game, baseball related or non-baseball related event that is conducted or sponsored by the LLC, a Team or Teams at the Facility.

"Team Improvement Areas" shall mean include Astros MLB Field #1, Astros MLB Field #2, Astros MiLB Field #1, Astros MiLB Field #2, Astros MiLB Field #3, Astros MiLB Field #4, Astros Clubhouse, Astros Agility Field (Synthetic Lawn), Astros Half-Field, Astros Covered Batting Tunnels, Astros MLB Pitching Mounds, Nationals MLB Field #1, Nationals MLB Field #2, Nationals MiLB Field #1, Nationals MiLB Field #2, Nationals MiLB Field #3, Nationals MiLB Field #4, Nationals Clubhouse, Nationals Agility Field (Synthetic Lawn), Nationals MLB Pitching Mounds, Nationals Covered Batting Tunnels, Nationals Half-Fields, and any other portion of the Facility financed with the proceeds of County Bonds issued on a federally taxable basis as shown in Exhibit B attached hereto and otherwise identified as LLC R/R Projects.

"Team Improvement Areas Fee" shall mean the LLC's agreed upon contribution to the County for the use of the Team Improvement Areas, payable annually, based on an escalating schedule of annual payments as described in Article 6 herein.

"Third-Party Events" shall mean any event that is not a County Event or a Team Event.

"Tourism Identity Logo" shall mean the County's tourism logo approved by the TDC.

ARTICLE 3
TERM/EFFECTIVE DATE

3.1 Term/Effective Date. This Agreement is expressly contingent upon execution by all parties and approval of the Board and shall be effective and binding from August 18, 2015, the Effective Date of the Original Agreement (the "Effective Date"), for a period of 30 years from and after the end date of the first Full Spring Training Season (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement. The end date of the first Full Spring Training Season will be documented in a letter agreement between the County and the LLC.

3.2 Precedence of Agreement. This Agreement amends and replaces all provisions of the Sports Facility Use Agreement (R-2015-1072) dated August 18, 2015, as amended by the First Amendment to Sports Facility Use Agreement (R-2015-1259).

ARTICLE 4
OWNERSHIP

4.1 Ownership of the Facility. The Facility shall be owned in fee simple by the County. All County owned property shall be assigned a fixed asset identification number by the County's Fixed Asset Department upon receipt of the fixed asset equipment and fixture information as required pursuant to the Construction Contract. The LLC shall comply with all County policies and procedures pertaining to the tracking and disposition of fixed assets. The LLC shall not have an ownership interest or have any possessory interest in the Facility except as set forth herein.

4.2 Ownership of Personal Property and Capital Improvements.

4.2.1 Personal Property purchased with funding from the Program Budget shall become the property of the County.

4.2.2 Property purchased to replace Personal Property described in Section 4.2.1 herein shall become the Property of the County.

4.2.3 Art installed either before or after Substantial Completion shall become the property of the County.

4.2.4 All Capital Improvements regardless of funding source shall become the property of the County.

4.2.5 Personal Property installed as a Capital Improvement pursuant to Article 9 of this Agreement, or otherwise attached or affixed to the Facility, shall become a Capital Improvement and the property of the County upon installation.

4.2.6 Personal Property that is neither purchased with County funding nor replacing County-funded Personal Property, and that is not affixed to the Facility, will remain the Personal Property of the LLC or the Team that purchases such Personal Property.

ARTICLE 5
USE, OCCUPANCY AND OPERATION

5.1 Grant of Use and Occupancy.

5.1.1 The County hereby grants to the LLC the exclusive right to use, occupy and operate, and permit all third-parties to use and to occupy, the Facility for all lawful purposes, provided, however, that the primary purpose is a professional sports franchise and public facility, and to retain all revenues derived from the operation of the Facility for the entirety of the Term, subject to the provisions of this Agreement. Further, the County shall not further restrict the LLC's use or rental of the Facility in any manner that is not otherwise prohibited in Palm Beach County generally, as of the date hereof.

5.1.2 The LLC shall cause the Teams to play and the Teams agree to play all of their respective Major League Spring Training Home Games in the Facility during the Spring Training Season of each year during the Term, except (a) to the extent that a Force Majeure Event renders the Facility temporarily unusable or unsuitable to conduct Major League Spring Training Home Games, subject to the requirements of Article 17 herein, or (b) to the extent the MLB requires the Teams play Major League Spring Training Home Games elsewhere. If MLB requires either one or both of the Teams to play an entire Full Spring Training Season elsewhere, the Term of the Agreement shall be extended by one year. If MLB requires one or both of the Teams to play elsewhere for longer than an entire Full Spring Training Season and such requirement is not the result of Sections 17, 24, 28, or 29 permitting the Teams to do so hereunder, the Team(s) shall be deemed to have Relocated and subject to the provisions of Sections 22.3.2 through 22.3.4 as applicable.

5.1.3 The rights to use the Facility shall be in accordance with the following order of priority: 1) the LLC and the Teams on an exclusive basis for Spring Training Season unless otherwise authorized pursuant to Section 5.3 herein; 2) the LLC and the Teams for a Team Event; 3) the County for a County Event; and 4) third parties for Third-Party Events. Once an event is approved and scheduled by the LLC, that event cannot be cancelled as a result of a subsequently requested Team, County or Third Party Event, without the express written approval of the entity that is currently scheduled, which permission may be granted or denied in the sole and absolute discretion of that entity.

5.1.4 The LLC shall be solely responsible for managing and scheduling all Major League Spring Training Home Games, Team Events, County Events and Third-Party Events pursuant to the requirements of this Agreement. County Events and Third Party Events may be scheduled in advance subject to the availability of the Facility and the execution of a written license agreement for the use of the Facility by the County or a Third Party as described in Articles 5.3 and 5.4 herein, respectively.

5.1.5 Notwithstanding anything provided herein, throughout the Term, the LLC will have year-round, 24-hour access to the Exclusive Use Areas (including during County Events and Third-Party Events), and the County shall not authorize or grant any other Person (including any other Major League Club) the right or license to use, occupy or conduct business

from the Exclusive Use Areas, except, however, that County shall be entitled to use and permit others to use the Exclusive Use Areas as set forth in Section 5.3.7.

5.1.6 Throughout the Term, the LLC shall be granted, for the LLC and their invitees, access to and egress from the Facility, and the right to enter the Facility to the extent reasonably necessary for the LLC to exercise its rights and perform its obligations under this Agreement.

5.1.7 The County covenants and warrants that so long as no default exists under this Agreement after the expiration of any applicable notice and cure periods, the LLC, shall lawfully and quietly hold, occupy and enjoy the Facility during the Term hereof, without molestation or hindrance by County or any party claiming through or under County, expressly subject to the terms, limitations and conditions contained in this Agreement.

5.2 Security Requirements for the Facility.

5.2.1 The LLC shall provide adequate supervision and security and shall strictly enforce all rules, regulations, and safety procedures that are required by law or regulation and usual and customary for spring training facilities, or established by the LLC and that are required in general for the safe and orderly use of the Facility. At all times the Facility shall be under the control, supervision and security of the LLC.

5.2.2 The LLC shall be responsible for determining and implementing the appropriate staffing, security and service levels required to manage each and every activity at the Facility, including, but not limited to, the level of security support, police support, on-Site medical support, traffic control, and parking management support necessary, taking into consideration the anticipated crowds, whether alcoholic beverages will be available, and other criteria to assess the staffing and support requirements for each event and activity.

5.2.3 It shall be the responsibility of the LLC to assure that the use of the Facility is conducted in such a manner so as not to interfere with the use of City Park or the use of adjacent properties beyond the boundaries of the Site.

5.2.4 The LLC shall take reasonable precautions to prevent nuisances originating from the Facility. The parties acknowledge that the use contemplated by this Agreement (during daytime and/or at night) includes lighting, crowd noise, music and other activities associated with baseball or the reasonable use of a baseball stadium. Notwithstanding same, the LLC has the sole responsibility for, and shall respond to and defend any third party claims, actions, etc. concerning nuisances originating from the Facility.

5.3 County Rights of Use.

5.3.1 County shall have the right to schedule and use the Facility, including the Buffer Area, at times during the calendar year other than the Spring Training Season, subject to the provisions of Article 5. County shall not have the right to schedule and use the Facility for County Events during the Spring Training Season, but may request the LLC authorize County's

use of the Facility during the Spring Training Season, which use may be granted or denied in the LLC's sole and absolute discretion. County's right to use the Facility is subject to the terms and conditions of the license agreement described in Section 5.3.5 and availability of the Facility as set forth in Section 5.3.4.

5.3.2 Except as: i) described in Section 5.3.7; or ii) otherwise agreed in writing by the LLC in its sole and absolute discretion, the County's right to use the Facility shall not extend to the Exclusive Use Areas.

5.3.3 In order to maximize the use of the Facility during times other than the Spring Training Season and for early coordination of the next year's calendar, the LLC and the County shall meet annually during the month of September. Notwithstanding the annual meeting discussed herein, each and every time that the County plans to make a formal bid/proposal for a sporting event that is to be held twelve (12) months or more after the date of the bid/proposal, the County shall first work collaboratively with the LLC prior to making the bid/proposal to develop a tentative plan for use of the Facility taking into consideration scheduled Team Events. If the tentative plan for the use of the Facility is acceptable to the LLC, the County may make the formal bid/proposal and the LLC shall reserve such dates for the County until such time that County notifies the LLC that the bid/proposal was accepted or rejected. The County shall notify the LLC of the acceptance or rejection of the bid/proposal within five (5) Business Days of receiving notice of acceptance or rejection.

5.3.3.1 The Director of FD&O shall attend the first ten (10) annual meetings in order for the LLC and the County to jointly review event scheduling processes, procedures and priorities as established in Sections 5.3 and 5.4 hereto, and to identify and define improvements, changes and updates to those processes, procedures and priorities. The Director of FD&O and the LLC shall have the ability to adopt mutually agreed upon amendments, changes and/or updates to the event scheduling processes, procedures and priorities established in Sections 5.3 and 5.4 herein by written agreement executed by the LLC and the Director of FD&O.

5.3.4 The County may request the scheduling of an event at any time with a minimum of ninety (90) days notice for any County Event that requires the LLC to restore the Buffer Area subject to the provisions of Section 5.5.3, and sixty (60) days notice for all other requests. The LLC will review the request in accordance to the provisions of this Article 5. Within thirty (30) days thereafter, the LLC will notify the County of approval, or rejection of all or a part of the schedule based on "pre-existing scheduled" or "generally known but not yet specifically scheduled" Team Events, or based on scheduled Third Party Events. In the event County's schedule is rejected in whole or in part, the County may submit a revised schedule, or upon the request of the County, the LLC shall coordinate a meeting date and time to review and revise the proposed schedule with the County. The County shall provide reasonable advance notice to the LLC of the cancellation of any County Event on the schedule. The LLC has the sole and absolute right to deny requests for County Events during the Spring Training Season. Events requested outside of Spring Training Season will be evaluated and responded to as set forth in this Section 5.3.4.

5.3.5 The LLC shall develop a standard form County Event license agreement for County Events which includes a standard fee structure for County Events. The form of the event license agreement shall be agreed upon by the parties prior to Substantial Completion of the Facility. The event license agreement shall include standard provisions consistent with the provisions of Sections 5.3.5.1 through 5.3.5.8 herein.

5.3.5.1 License Fee. The County shall not be charged any license fee or use fee for County Events.

5.3.5.2 LLC Management Fees. On or before January 1 prior to the first Spring Training Season and then updated annually thereafter, the LLC shall develop a standard fee structure for LLC Management Fees. The County shall, unless otherwise agreed, be responsible for paying all LLC Management Fees.

5.3.5.3 Liability. To the extent permitted by law, County shall be responsible for personal injury, loss of life, and/or damage to property caused by County's use of the Facility for a County Event, but not including personal injury, loss of life and/or damage to property resulting from; (1) known hazardous or unsafe conditions, or hazardous or unsafe conditions that reasonably should have been known in the exercise of reasonable prudence, and existing at the Facility prior to County's use of the Facility, even if the actual injury, loss of life or damage to property occurred during County's use, or (2) the actions or inactions of the LLC Parties, including but not limited to, actions or inactions related to the maintenance of the Facility. Additionally, the parties acknowledge and it is expressly understood that the foregoing shall not constitute; (i) an agreement by the County to indemnify the LLC, (ii) a waiver of sovereign immunity, (iii) a waiver of any right or defense that County has under Section 768.28, Florida Statutes, or any other statute, nor (iv) consent to be sued by third parties.

5.3.5.4 County Events Staged by Others. In the event any non-governmental entity is involved in staging a County Event, the County will cause such entity to procure commercial liability insurance coverage for such County Event to be provided by insurance companies acceptable to the LLC, with minimum policy limits of One Million Dollars (\$1,000,000.00) per occurrence or such other policy limits as are reasonably requested by the LLC based on the nature of any such County Event, naming the LLC, and its designees, as additional named insureds, and the County will cause proof of such insurance to be provided to the LLC upon demand.

5.3.5.5 Payment. Within thirty (30) days of receipt of an invoice and supporting documentation, County shall remit payment to the LLC for any damage occurring during County Events, whether or not such damage is caused by the County, its designee, its invitees, or someone other than the LLC, unless precluded by Section 5.3.5.3(1) or (2). The LLC is required to provide County with notice of such damage within seventy-two (72) hours after the conclusion of the County Event and allow County to inspect and document said damage upon request.

5.3.5.6 Admission Fees. If the County determines that an admission charge or other fee is to be charged, the LLC will collect such admission or fee and apply it to

amounts due from the County to the LLC for LLC Management Fees. If gross revenues from admissions or fees from any County Event do not exceed (net of taxes) the amount due to the LLC, the County shall remit to the LLC the additional funds due for such County Event within thirty (30) days following the County's receipt of a written invoice and supporting documentation substantiating the amount due. In the event that such gross revenues from admissions or fees from any County Event exceed (net of taxes) the amount due to the LLC, the LLC shall remit to the County the difference between such gross revenues and the amount due to the LLC and documentation substantiating the amount remitted, within thirty (30) days following the County Event.

5.3.5.7 Use Restrictions. In no event shall the County be permitted to use the Facility in a manner that (a) causes, or may be reasonably expected to cause, any material damage to any playing surface or any part of the Facility; (b) interferes with use of the Exclusive Use Areas; or (c) involves a promotional sponsorship which requires the on-Site sale of a product with which the LLC has an exclusive sale or concession agreement consistent with the requirements of Section 11.1 hereof. Other than as set forth in this Agreement, County shall not grant any professional baseball team the right to use or play at the Facility.

5.3.5.8 Use of Team Personal Property. The County shall not use either Team's Personal Property or equipment in connection with County's use of the Facility for County Events, or otherwise, without the express written consent of such Team. The County shall reimburse the LLC for any Personal Property or Equipment owned by the Teams or any of their affiliates, concessionaires, licensees or employees, that is damaged during a County Event or by a third party to the extent such third party use was specifically authorized or permitted by the County, within thirty (30) days of receipt of substantiating documentation.

5.3.6 Use for Post Disaster Recovery Efforts. In the event of a declared federal, state, or local emergency as allowed by law (a "Declared Emergency") County shall have the right to use the Facility, but not including the Exclusive Use Areas, for County determined post disaster recovery purposes.

5.3.6.1 The LLC will not enter into any agreements, event permits or other contracts specifically obligating the Facility for use during or after a period of Declared Emergency, without the County's prior written approval which may be granted or denied in the County's sole and absolute discretion.

5.3.6.2 LLC and the County shall, at the time of any Declared Emergency use, enter into a County Event license agreement which shall contain the same liability provision as set forth in Section 5.3.5.3 herein and which includes the following language: "County shall be responsible for the costs of any damage to the Facility caused by its use".

5.3.7 Shelter Use During Declared Emergency. In the event of an emergency requiring the use of emergency shelters for the homeless pursuant to Florida Statutes §288.1166, the County shall have the right to designate and use all, or portions of the Facility, including the Exclusive Use Areas as determined by County in its sole and absolute discretion, as a shelter for

the homeless pursuant to Florida Statutes §288.1166. County shall execute a license agreement for said emergency use with the specific provisions contained in Section 5.3.5.3 and 5.3.6.2. The County's right to use the Facility for an emergency shelter pursuant to Florida Statutes §288.1166 shall not apply to the extent:

A. The Facility is otherwise contractually obligated for a previously scheduled specific Team Event that is to be held despite the declaration of emergency; or

B. The County determines that its existing homeless assistance centers are sufficient to provide emergency shelter for the homeless during the period of a declared federal, state or local emergency.

5.3.8 County Responsibility For Security During Emergency Use. During County's emergency use of the Facility as described in Sections 5.3.6 and 5.3.7 herein, the County shall be solely responsible for performing and funding the security requirements for the County's use, consistent with the requirements of the LLC described in Section 5.2 herein, as to the licensed portions of the Facility.

5.4 Third-Party Events.

5.4.1 Applications and requests for Third-Party Events shall be accepted any time within a one (1) year period of the date of the proposed Third-Party Event, provided they do not interfere with Team Events or approved and scheduled County Events. Third-Party Events cannot be scheduled more than one year in advance without County's express written approval which may be granted or denied by County only if there is a conflict with an anticipated, but yet to be scheduled, County Event. Once a Third Party Event is scheduled, it can only be rescheduled or cancelled with the consent of the Third-Party Event applicant.

5.4.2 The LLC shall use the form of the County Event license agreement described in Section 5.3.5 for Third Party Events except: 1) the LLC shall be entitled to charge a license fee for the use of the Facility; 2) the LLC shall be entitled to charge for admission, participation and related fees and charges in connection with the operation of any Third Party Events at the Facility; and 3) if the Third Party Event is not sponsored by a governmental entity, the LLC shall require the Third Party provide insurance and indemnification provisions as set forth in Sections 5.4.2.1 and 5.4.2.2 below.

5.4.2.1 The LLC shall require commercial liability insurance coverage for such Third Party Event to be provided by insurance companies acceptable to the County, with minimum policy limits of One Million Dollars (\$1,000,000.00) per occurrence or such other policy limits as are reasonably requested by the County based on the nature of any such Third Party Event. The County shall be a named additional insured, and the LLC will cause proof of such insurance to be provided to the County upon demand.

5.4.2.2 For each Third Party Event, the Third Party Event operator shall protect, defend, reimburse, indemnify and hold the LLC and County, and their respective agents, designees, employees, and elected officials free and harmless at all times from and against all

claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during, as a result of, or in connection with the operator's use of the Facility. The Third Party operator assumes the risk associated with the use of the Facility and agrees to hold the LLC and County, and their respective agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, due to their acts, errors or omissions resulting in bodily injury, including death, or damage to third party operator's property incident to or in connection with the third party operator's use of the Facility.

5.5 Buffer Area.

5.5.1 The County and the City intend that the Buffer Area be used only for parking when the remainder of the parking areas (pervious and non-pervious) are insufficient to meet the predicted parking demand. As such, the Interlocal Agreement limits the use of the Buffer Area for parking to forty (40) days per year (the "Buffer Area Year") unless extended by mutual agreement of the City and the County. The Buffer Area Year will commence on January 7 annually and continue through to January 6 of the following year. The LLC has sole responsibility for allocating the use of the Buffer Area during the Buffer Area Year, but agrees to allocate the use of the Buffer Area according to the following allocation priorities.

5.5.1.1 First priority shall be for Major League Spring Training Home Games. On any day during Spring Training Season that does not have a scheduled Major League Spring Training Home Game, the LLC shall manage the parking in such a way that the Buffer Area will only be opened for parking use if all other parking areas are predicted to be full.

5.5.1.2 The remainder of the forty (40) days shall be allocated on a first reserved-first use basis to any Team Event, County Event or Third Party Event that provides written justification of why the remainder of the Parking Areas are insufficient to meet its expected parking demand, as well as any other information to support the request (such as anticipated economic or community impact of the event).

5.5.1.3 At such time that the forty (40) days is exhausted or is expected to be exhausted during the duration of an event, the LLC may approve the license agreement contingent upon obtaining approval from the City for the additional days of use of the Buffer Area. Using the justification provided by the event applicant, the LLC and/or the applicant shall seek that approval from the City on behalf of the event applicant with the County's approval hereunder.

5.5.2 The LLC shall be responsible for restoring the Buffer Area to its pre-Spring Training Season condition whereby the wear and tear and damage caused by its use as a parking area is no longer visible, and the Buffer Area is vegetated to a non-playable pasture condition. The Buffer Area shall be restored to such non-playable pasture condition no later than April 15th, annually, or at the conclusion of the Spring Training Season, whichever is later.

5.5.3 The LLC shall be responsible for preparing the Buffer Areas for regulation league play no later than 30 days prior to any applicable scheduled County Event, but no earlier than April 30th annually.

5.5.4 Notwithstanding the above, the County shall be responsible for reimbursing the LLC for any damage to the Buffer Area following a County Event in accordance to Section 5.3 above.

ARTICLE 6
USE FEES

6.1 **Fee Commencement Date.** The LLC shall pay County an annual Team Improvement Areas Fee as set forth in this Article 6, commencing on the Fee Commencement Date. Concurrent with the County's approval of the issuance of the County Bonds, the parties shall enter into a separate Memorandum of Fee Commencement Date confirming in writing the day, month and year of the Fee Commencement Date.

6.2 **Team Improvement Areas Fee.**

6.2.1 The Team Improvement Areas Fee payments shall be due on the Fee Commencement Date and each subsequent annual anniversary of the Fee Commencement Date.

6.2.2 The Team Improvement Areas Fee shall be \$67,021,656 payable in the annual payment amounts as shown in the following chart, subject to adjustments as provided in Section 6.5.2:

Payments	Number of Required Payments	Annual Payment
Team Improvement Areas Fee Commencement Date	8	\$2,143,134
Year 9 to Year 20	12	\$2,435,380
Year 21 to Year 28	8	\$2,581,503
Total	28	\$67,021,656

6.3 **Reserved.**

6.4 **Reserved.**

6.5 Miscellaneous.

6.5.1 Liability for Financing. Nothing herein shall be construed to make the LLC or the Teams liable to the County for the payment of any County Bonds or financing, and the LLC's rights and obligations hereunder shall be independent of the County's obligations under such County Bonds or financing. The LLC agrees to cooperate with the issuance of any County Bonds, including without any limitation, providing any disclosure of the LLC's public information reasonably required for purposes of the offering documents for such County Bonds.

6.5.2 Payment Adjustments.

6.5.2.1 If, at the time of issuance of County Bonds, the LLC makes the Interest Election to increase the Team Improvement Areas Fee payments, such adjustments shall be payable over twenty-eight (28) years using the same proportionate payment distribution allocation as set forth in this Article 6.

6.5.2.2 Pre-Construction Cost Savings allocable to the LLC pursuant to Section 8.4.3 of the Developer Agreement shall be applied to reduce the Team Improvement Areas Fee payments, such adjustments shall be payable over twenty-eight (28) years using the same proportionate payment distribution allocation as set forth in this Article 6.

6.5.2.3 The adjusted Team Improvement Areas Fee shall be set forth in a certificate of the County Representative delivered to the LLC at the time of issuance of the County Bonds.

6.5.3 The payment made pursuant to this Article 6 shall be made payable to the Board and shall be delivered annually to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. In the event the LLC fails to make timely payment of any fee, due and payable in accordance with the terms of this Agreement within ten (10) days after same shall become due and payable, interest at the rate of one percent (1%) per month (or the highest rate permitted by law, if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by the County. County shall receive the payments payable hereunder free and clear of any and all impositions, liens, charges, and expense of any nature whatsoever relating to operation of the Premises, including without limitation those relating to taxes, if any, insurance, Repair and Maintenance, use, care or operation, except as specifically provided in this Agreement.

6.5.4 The LLC shall pay all sales, use and/or other taxes assessed by any governmental authority against the payments made pursuant to this Article 6, if any, even if such tax is intended to be imposed against County. The LLC shall pay before delinquency all non-ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Facility, or LLC's interest in the Facility or LLC's equipment and personal property located at the Facility.

6.5.5 The LLC shall be responsible for, and shall timely pay, all on-Site and off-Site municipal and utility service costs due in order to operate and maintain the Facility

including, but not limited to, water, sewer, garbage and trash collection and such other costs and impositions as may be assessed or levied by a municipal taxing authority or utility service provider against the Facility or Site.

6.5.6 In the event the LLC pays any amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to the County pursuant to this Agreement or under the law.

6.6 **Tax Indemnification.** The LLC shall indemnify and hold County harmless from and against the payment of any and all sales tax due to the State of Florida or any department or agency thereof in connection with the payments described in this Article together with all interest, fines, penalties, costs or other charges thereon, regardless of when, the party against whom, the same may be assessed or imposed.

6.7 **Maximum Private Payments.** In connection with the County Bonds the interest on which is excluded from gross income of the holders thereof for federal income tax purposes (the Tax-Exempt County Bonds"), during the period the Tax-Exempt County Bonds shall be outstanding, the present value of the sum of: (a) any payments made to the County by non-governmental persons for the use of any portion of the Facility that is financed with the proceeds of Tax-Exempt County Bonds and (b) amounts paid by the LLC for Capital Improvements to any portion of the Facility that is financed with the proceeds of Tax-Exempt County Bonds shall not exceed ten percent (10%) of the present value of the debt service (i.e., principal and interest) to be paid. Notwithstanding the preceding sentence, to the extent that any Capital Improvements paid for by the LLC, have useful lives that are not reasonably expected (as of the date of installation) to extend beyond the Term, such Capital Improvements shall be disregarded. Useful lives may, at the County's request, be determined by independent appraisal.

ARTICLE 7

REPAIR AND MAINTENANCE AND COSTS OF OPERATION

7.1 **Generally.** Except as otherwise expressly provided herein, the LLC shall be solely responsible for all costs of, and the performance of, all of the Repair and Maintenance and operation of the Facility, as required to keep the Facility in good condition at all times, on a year-round basis.

7.2 **Repair and Maintenance.** With respect to the LLC's performance of Repair and Maintenance, the LLC agrees as follows.

7.2.1 Repair and Maintenance shall be performed on a regular, scheduled routine basis as is reasonably required to prevent deterioration of the Facility and extend the useful life of the capital assets. Standards of Repair and Maintenance for the MLB amenities, including, but not limited to, the Stadium and Team facilities, shall be similar to first-class MLB

**List of All Construction-Related Contracts
with an Estimated Cost of Greater Than
\$250,000**

Vendor Contracts - Estimated Cost > \$250,000*

Ferguson Enterprises, Inc.
Coral Steel Company
Cemex
Musco Corporation
Siteone Landscape Supply, Inc.
Infra-Metals Co.
Florida Superior Sand, Inc.
Palm Beaches Aggregates, LLC
Canam
Dakin Applied Americas, Inc.
Dura Edge Natural Sand Co.
TAW Power Systems, Inc.
Allied Building Products
Olympia Building Supplies
Graybar Electric Company

URS Corp.
Ardeman & Associates

Marc Taylor Inc.
Hors Project Management

HKS Architects
Kirmy-Horn and Associates, Inc
Bliss & Nytray, Inc
Idibrl
EDSA Inc.
WSP
Gildien Spina & Partners

Hunt Construction Group
Messam Construction
TWS Fabricators
Xpert Elevator Services
Thema Seal Roof Systems, LLC
Mandil's Tractor Service, Inc.
CCK Construction Services
Dayco Electrical Contractors Corp
MIK, LLC
Florida Exotic A Landscape Company, Inc.
Sports Contracting Group, LLC
Lotspeich Co. of Florida, Inc
Net Connection, LLC
HydroWorx International, Inc.
Environmental Painting Alternatives, Inc.
American Seating Company
Allied Steel Buildings, Inc.
Advanced Woodworking Industries, LLC
Metro Fire Sprinkler Services, Inc
Hollman, Inc
General Caulking & Coatings Co., Inc
Acousti Engineering Company of Florida
A Christian Glass & Mirror Company
"2" SBW & Associates
Kirlin Florida, LLC
ValleyCrest Landscape Development, Inc.

Solid Waste Authority
City of West Palm Beach
Centerline Utilities, Inc.

Stalner-Atlantic Corp
Patterson Pope
Empire Office, Inc
CBI
C&H Baseball
Skyrim Studio, Inc
Daktronics
Creative Signs Inc
Dedicated IT
Jade Communications
Peerson Audio
Sammot Pools
Sports Venue Padding
Stafford-Smith
Alliance Elevator Solution
Center Hill Building Products
Coastal Netting Systems
JW Cheatum
Schulte Building Systems
Southern Athletic Fields
Stephen's Pipe & Steel

*Contracts status remain unchanged since the 2018 Annual Report

Written Evidence, Including Numerical and/or Statistical Analysis as Applicable, that the County is in Compliance with Section 288.1167, F.S.*

* Documentation produced by HW Spring Training Complex, LLC

2020 M/WBE Participation

Contracts for Operations – July 1, 2019 – June 30, 2020

Vendor	M/WBE Category	Amount Spent
A Cut Above Landscape & Irrigation	Minority-owned	\$27,710
Amerigrow/Mulching Solutions	Women-owned	\$13,402
Protano's/DGVA International Bakery	Minority-owned	\$12,683
Freedom Fresh	Minority-owned	\$50,781
J Zollo & Associates	Women-owned	\$36,293
Outdoor America Images	Minority-owned	\$33,154
Property Works	Minority-owned	\$230,289
Seacoast Uniforms	Women-owned	\$8,266
Tropical Nut & Fruit	Women-owned	\$12,380
Total		\$424,957

Total Spent for all Operational Service Contract Vendors: \$1,787,243

Percentage of Total Spent with M/WBE Vendors: 23.8 (%)

**Palm Beach County
Office of Small Business Assistance**

Certifies That

**A Cut Above Landscaping & Maintenance, Inc.
Vendor # VC0000009701**

*is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach
County Code for a three year period from July 8, 2017 - July 7, 2020*

The following Services and/or Products are covered under this certification:

Grounds and Roadside Maintenance: Mowing, Edging, Plant, Not Tree Trimming, etc.;
Irrigation Systems Installation, Maintenance and Repair; Landscaping, Including
Design, Fertilizing, Planting, etc., Not Grounds Maintenance or Tree Trimming
Services; Tree and Shrub Removal Services

Palm Beach County Board of County Commissioners

Paulette Burdick, Mayor
Melissa McKinlay, Vice Mayor
Hal Valoche
Dave Kerner
Steven L. Abrams
Mary Lou Berger
Mack Bernard

County Administrator
Veronica C. Baker


Allen F. Gray, Manager

May 22, 2017



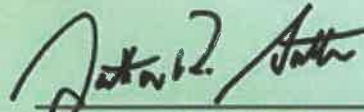
State of Florida

Woman Business Certification

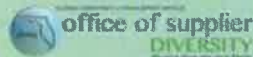
Amerigrow Recycling-Delray Limited Partnership

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

03/22/2019 to 03/22/2021



Jonathan R. Saffar, Secretary
Florida Department of Management Services



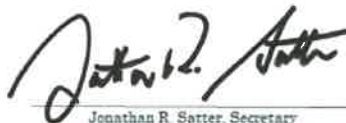
State of Florida

Minority Business Certification

Protano's Bakery, LLC.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

12/26/2019 to 12/26/2021



Jonathan R. Satter, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

THIS CERTIFIES THAT

Freedom Fresh, LLC.



* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): **424480**

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

12/01/2019

Issued Date

FL04946

Certificate Number

12/01/2020

Expiration Date


Adrienne Trimble



Beatrice Louissaint, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

MINORITY WOMAN BUSINESS CERTIFICATION

The City of West Palm Beach's Minority/Women Business Program

Certifies that

J. ZOLLO & ASSOCIATES, INC.

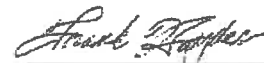
Has met the necessary requirements for certification as a Minority/Women Business under the Minority/Women Business Program as prescribed by the City of West Palm Beach's Ordinance Number 4679-18

The following List of Services and/or Product are covered under this certification:

- Computer Software for Microcomputers (Preprogrammed) – Accounting/Financial: Bookkeeping, Billing, Billing and Invoicing, Budgeting, Payroll, Taxes, etc.
- Computer Software for Mini and Mainframe Computers (Preprogrammed) - Accounting/Financial: Bookkeeping, Billing, Billing and Invoicing, Budgeting, Payroll, Taxes, etc.

Issued by the City of West Palm Beach for a three-year period July 15, 2019 to July14, 2022

Certificate Vendor Number: 1062767



Frank Hayden
Procurement Official

THIS CERTIFIES THAT

Outdoor America Images, Inc.
dba OAI Visual Branding



* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 323111

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/01/2019

Issued Date

FL04218

Certificate Number

10/01/2020

Expiration Date

Adrienne Trimble
Adrienne Trimble

Beatrice Loussaint

Beatrice Loussaint, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

**Palm Beach County
Office of Small Business Assistance**

Certifies That

**Batallan Enterprises, Inc. d/b/a Property Works
Vendor # VC0000126438**

is a Small/Minority Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from

May 28, 2018 to May 27, 2021

The following Services and/or Products are covered under this certification:

**Sod, Grass
Grounds and Roadside Maintenance: Mowing, Edging, Plant, Not Tree Trimming, etc.
Tree Trimming and Pruning Services**



Allen F. Gray, Manager

April 12, 2018



Palm Beach County Board of County Commissioners

Melissa McKinley, Mayor
Mack Bernard, Vice Mayor
Paulette Burdick
Hal Valche
Dave Kerner
Steven L. Abrams
Mary Lou Berger

County Administrator
Veronica C. Baker

**Palm Beach County
Office of Small Business Assistance**

Certifies That

**Seacoast Embroidery, Inc. d/b/a Seacoast Uniform
Vendor # VC0000120696**

*is a Small/Woman Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach
County Code for a three year period from*

July 31, 2018 to July 30, 2021

The following Services and/or Products are covered under this certification:

Fabric Designs: Silk Screen, etc.; Badges, Buttons, Emblems, and ID Cards, Celluloid and Plastic: Student, Faculty, Membership, Employee, etc.; Badges, Buttons, Emblems, and Patches, Metal: Cap, Game Wardens', Officers', Service Awards, Uniform, etc.; Hospital Wear, Professional; Silk Screened and Embroidered Clothing and Apparel; Uniforms, Blended Fabric; Uniforms, Cotton; Uniforms, Synthetic Fabric; Uniforms, Wool and Woolen Blends; Emblems, Braids, Buttons, and Patches For Caps and Uniforms, Including Chevrons, Epaulettes and Shoulder Boards; Sewing, Embroidery, Embossing, and Alteration Services


Allen F. Gray, Manager
July 10, 2018



Palm Beach County Board of County Commissioners

Melissa McKinley, Mayor
Mack Bernard, Vice Mayor
Paulette Burdick
Hal Vajechko
Dave Kemer
Steven L. Abrams
Mary Lou Berger

County Administrator
Verdenia C. Baker

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Tropical Nut and Fruit Co. DBA Truly Good Foods

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Greater Women's Business Council, a WBENC Regional Partner Organization.

Certification Granted: September 10, 2007

Expiration Date: September 30, 2020

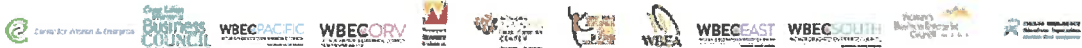
WBENC National Certification Number: 2005108949



Authorized by Roz Lewis, President & CEO
Greater Women's Business Council



NAICS: 311911, 311919
UNSPSC: 50101717, 50192100



Written Evidence that the County Continues to Meet the Certification Criteria in Effect when the County was Certified Pursuant to Section 288.11631, F.S. (2015)

Criteria / F.S. Citation	2020 Status
<p>The County is responsible for the construction or renovation of the facility or holds title to the property</p> <p><i>(288.11631(2)(a)1 F.S.)</i></p>	<p>Palm Beach County: 1) is the property owner, as evidenced by Official Record Book 27905 Page 1956 of the public records of Palm Beach County, and 2) extended \$135M toward construction financing for the facility.</p>
<p>County has a signed agreement with a spring training franchise for the use of a facility and the agreement must, at a minimum, be equal to the length of the term of the bonds issued for the public purpose of constructing or renovating a facility for a spring training franchise</p> <p><i>(288.11631(2)(a)2 F.S.)</i></p>	<p>The 31-year term per Article 3.1 of the accompanying First Restated Sports Facility Use Agreement remains unchanged, as does the 30-year term of the County's special obligation bonds for the facility's construction. As a practical matter, because of the unfinished state of construction at the start of the 2017 MLB Spring Training season, MLB Spring Training at the facility is assured for at least 32 years in total, thru 2048.</p>
<p>The agreement must also require the franchise to reimburse the state for state funds expended by the County if the franchise relocates before the agreement expires</p> <p><i>(288.11631(2)(a)2 F.S.)</i></p>	<p>Article 22.3 of the accompanying First Restated Sports Facility Use Agreement contains language that requires each team to reimburse the state if the team relocates; this language in the Use Agreement was reviewed by DEO and deemed acceptable by DEO as meeting the requirements of F.S. 288.11631.</p>
<p>The County maintains its financial commitment to provide 50 percent or more of the funds to construct the facility</p> <p><i>(288.11631(2)(a)3 F.S.)</i></p>	<p>Palm Beach County has committed to contribute \$135M towards the construction cost of the facility, which is estimated to exceed \$155M at final completion. Hence, the commitment far exceeds the required 50 percent funding requirement.</p>
<p>The facility will attract paid attendance of at least 50,000 persons annually to the spring training games</p> <p><i>(288.11631(2)(a)4 F.S.)</i></p>	<p>The Palm Beach County Sports Commission reports a combined total attendance of 82,179 during the 2020 Spring Training season at the FITTEAM Ballpark of the Palm Beaches. See attached certification from HW's General Manager (Page 4 of 4 hereto) that paid attendance exceeded 50,000.</p>
<p>The facility for a spring training franchise is located in a county that levies a tourist development tax under s. 125.0104.</p> <p><i>(288.11631(2)(a)5 F.S.)</i></p>	<p>Palm Beach County's tourist development tax can be found in the Palm Beach County Code Section 17-111 through 17-125. Section 17-117 allocates a portion of the tax to professional sports franchise facilities.</p>

Topic / F.S. Citation	2020 Status
<p>Anticipated effect on the economy of the local community where the facility is to be constructed or renovated <i>(288.11631(2)(b)1 F.S.)</i></p>	<p>Although construction completion remains in progress, current projections indicate a total capital investment exceeding \$155M upon final completion.</p> <p>Refer to the Economic Impact letters and documentation prepared by the Palm Beach County Tourist Development Council and Sports Commission that accompanies this Annual Report for detailed information that is responsive to this provision.</p>
<p>Potential for the facility to be used as a multiple purpose, year around facility <i>(288.11631(2)(b)3 F.S.)</i></p>	<p>Beyond the MLB Spring Training season, the facility has come to host an array of public and private events throughout each year consisting of, but not necessarily limited to, soccer tournaments, lacrosse tournaments, youth football camps, high school baseball tournaments, collegiate league baseball games, youth and amateur baseball tournaments, a professional mixed martial arts (MMA) match, charity fundraisers and even wedding ceremonies. A perimeter multi-use trail is also accessible daily for public use, and a contiguous City of West Palm Beach public park (separately funded but related to the overall delivery of the facility) is in daily use by the general public. Commencing on March 31, 2020, the facility began service as a site for administering COVID-19 testing for the general public, with more than 34,000 such tests having been performed at this single site to date by the Palm Beach County Health Care District.</p>
<p>The location of the facility in a brown field, an enterprise zone, a community redevelopment area, or other area of targeted development or revitalization included in an urban infill redevelopment plan. <i>(288.11631(2)(b)9 F.S.)</i></p>	<p>Development of this former landfill site as a facility for a spring training franchise rid the property of approximately 449,000 cubic yards of waste material that presented unknown environmental impacts and posed an eyesore for the community</p> <p>In addition to local development and revitalization activity identified in prior annual reports, the number of active real estate listings and taxable values of real property in the vicinity of the complex (including vacant and abandoned properties) continue to demonstrate gains over conditions that predated the facility, which indicates how the facility continues to be an agent for positive change in the community.</p>

Certification of FITTEAM Ballpark of the Palm Beaches Spring Training Paid Attendance

I, **Mark Slavin**, do hereby certify that:

I am the General Manager of HW Spring Training Complex, LLC (the LLC);

The LLC operates the stadium known as FITTEAM Ballpark of the Palm Beaches (FBTPB) under an agreement between the LLC and Palm Beach County;

I have knowledge of the attendance numbers for the 2019 Spring Training Season games held at FBTPB and certify that the paid attendance for the Spring Training games exceeded 50,000.



Signature

Mark Slavin

Name Printed

General Manager

Title

Evidence of the Efforts to Promote and Advertise the Facility

County Logo Placement Inside Stadium





County Logo Placement – Entrance & Outside Stadium



County Logo Placement – Selection of Digital Advertising

2020 SEASON TICKETS
SECURE THE BEST SEATS & PRICING

SEASON OPPONENTS

NOW ON SALE

Logos for various MLB teams and local sponsors like The Palm Beaches and Palm Beach Gardens are visible.

2020 SINGLE GAME TICKETS ON SALE NOW
BUY NOW

#ItStartsHere

DISCOVER THE PALM BEACHES FLORIDA

Logos for various MLB teams and local sponsors like The Palm Beaches and Palm Beach Gardens are visible.

EXCLUSIVE PRESALE OFFER
2020 SPRING TRAINING

OFFER INCLUDES
FREE SEAT UPGRADE

PRESALE BEGINS TUESDAY 11/12 AT 12PM
THROUGH SUNDAY 11/17 AT 11:59PM

Logos for 2019 American League and National League Champions, and local sponsors like The Palm Beaches and Palm Beach Gardens are visible.

EXCLUSIVE PRESALE OFFER
2020 SPRING TRAINING

OFFER INCLUDES
FREE SEAT UPGRADE

PRESALE BEGINS TUESDAY 11/12 AT 12PM
THROUGH SUNDAY 11/17 AT 11:59PM

Logos for 2019 American League and National League Champions, and local sponsors like The Palm Beaches and Palm Beach Gardens are visible.

2019 AMERICAN LEAGUE CHAMPIONS

CYBER MONDAY

4-DAY SPRING TRAINING PRESALE

PRESALE BEGINS FRIDAY 11/29 THROUGH MONDAY 12/1

FREE SEAT UPGRADE
Enter code SOCIAL2020 at checkout

BUY NOW

#ItStartsHere

Logos for 2019 American League and National League Champions, and local sponsors like The Palm Beaches and Palm Beach Gardens are visible.

Washington Nationals Marketing Assets

Promotion	2020 Spring Training
Promotional Date	September - September
Total Media Value	\$594,560

Nationals Media

WJFK Broadcasts	Total
In-game radio live reads	\$7,200.00
:30 second radio commercial	\$7,200.00
	\$14,400.00

TV	Total
:30 spots during MASN game broadcasts	\$30,000.00
TV live reads on MASN game broadcasts	\$24,000.00
	\$54,000.00

Digital	Total
Banner Ads	\$180,000.00
Dedicated email	\$84,000.00
	\$264,000.00

Social Media	Total
Twitter/Facebook/Instagram posts	\$36,000.00
	\$36,000.00

Publications	Total
2020 Magazine (First issue)	\$3,000.00
2020 Yearbook	\$4,550.00
	\$7,550.00

Nationals Park External Digital Boards	Total
External display boards	\$218,610.00
	\$218,610.00

Houston Astros Marketing Assets

Promotion	2020 Spring Training
Promotional Date	September '19 – September '20
Total Media Value	\$612,650

Media

Television	Total
In-game TV Spots (September)	\$105,000
In-game TV Spots (February)	\$15,000
Out-of-game TV Spots (January-March)	\$30,000
College Class TV Sports (February-March)	\$27,000
Live Read Drop-Ins (September)	\$6,300
Live Read Drop-Ins (February)	\$2,100
	\$185,400

Radio	Total
Astroline (Spots and Live Reads, December-March)	\$9,800
In-game Radio Spots (February-March)	\$10,000
	\$19,800

Digital	Total
Banner Ads (January-March)	\$160,000
Astrosblast (December-March)	\$20,000
Dedicated E-Blasts (November-March)	\$132,000
	\$312,000.00

Social Media	Total
Twitter/Facebook/Instagram Posts (24 Posts – Sep-Feb)	\$72,000
	\$72,000

Publications	Total
2019 Postseason Magazine Ad	\$5,000
2020 Spring Training Magazine Ad	\$2,000
	\$7,000

In-Stadium Signage	Total
Upper Concourse Sign	\$6,450
El Grande Video Board	\$10,000
	\$16,450

**St. Lucie County
(New York Mets)**

Annual Report To Florida Department of Economic Opportunity

St. Lucie County Sports Complex Retained Spring Training Facility New York Mets

August 4, 2020



**Board of County
Commissioners**

Cathy Townsend
DISTRICT 5
Chair

Chris Dzadovsky
DISTRICT 1
Vice-Chair

Sean Mitchell
DISTRICT 2

Linda Bartz
DISTRICT 3

Gerranie Hutchinson
DISTRICT 4

Administration

Howard Tipton
COUNTY
ADMINISTRATOR

Dan McIntyre
COUNTY ATTORNEY

August 4, 2020

Ms. Ryan Fierst, Senior Management Analyst II
Florida Department of Economic Opportunity
Division of Strategic Business Development
107 E. Madison Street, MSC 80 – Caldwell Building
Tallahassee, Florida 32399-0001

Re: Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sport Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

Dear Ms. Fierst:

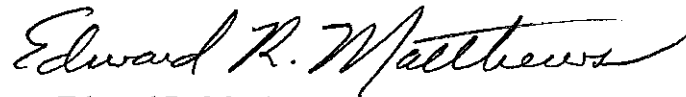
In response to your letter, received on August 20, 2020, please find the following documents required in support of the annual spring training facilities, in accordance with Section 288-11631(4) of the Florida Statutes (F.S.), and SB17-007 the contract between the Department of Economic Opportunity (DEO) and St. Lucie County. The report contains the following:

1. A detailed accounting report on all local and state funds expended to date on the project being financed under Section 288-11631, F.S. Also attached is a one-page summary, during the Development Period only, stating the total amount of local and state and private funds expended on the Project as of the date of submission of this report.
2. A copy of the contract (with amendment) between St. Lucie County and Sterling Facilities Services, L.L.C., which owns and operates the New York Mets major league baseball team.
3. A cost-benefit analysis of the New York Mets' impact on St. Lucie County.
4. For those reporting periods which encompass the Development period, a list of all Contracts with an estimated cost greater than \$250,000 executed in furtherance of this agreement.
5. Evidence that St. Lucie County continues to meet the certification criteria in effect when the County was certified pursuant to section 288.11631, F.S. (2015).
6. Written evidence, including numerical and /or statistical analysis as applicable, that the County is in compliance with section 288.1161, F.S.
7. A signed letter by the Chair of the County Commission or delegee certifying that all information and documentation contained in the annual report and submitted to DEO is true and correct.
8. Additional documents or certifications which are related to the County's obligations under this Agreement as requested and required by DEO.

9. Efforts of the evidence to promote and advertise the Facility that have taken place since the last reporting period, in accordance with section 23 of the contract SB17-007.

Should you have any questions or need additional information, please feel free to contact Willie J. Redden Jr., Regional Parks and Stadiums Manager at 772-462-2159 or email Reddenw@stlucieco.org.

Sincerely,

A handwritten signature in cursive script that reads "Edward R. Matthews". The signature is written in black ink and is positioned above the printed name and title.

Edward R. Matthews,
Parks and Recreation Director

**Board of County
Commissioners**

Cathy Townsend
DISTRICT 5
Chair

Chris Dzadovsky
DISTRICT 1
Vice-Chair

Sean Mitchell
DISTRICT 2

Linda Bartz
DISTRICT 3

rannie Hutchinson
DISTRICT 4

Administration

Howard Tipton
COUNTY
ADMINISTRATOR

Dan McIntyre
COUNTY ATTORNEY

August 4, 2020

Subject: Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes (F.S.)

Item #1: A detailed accounting of all local and state funds expended to date, as of the date of submission of this report, on the Project financed under section 288.11631, F.S. In addition to a one-page summary, clearly stating the total amount of local and state funds expended on the facility .

- Summary of all local, state, and private funds expended on the Project as of the date of submission of this report including an excerpt from the St. Lucie County 2019 Comprehensive Annual Financial Report (CAFR) (tab#1 pages 105 through 177).
- Budget Comparison Report is submitted to support all local and state funds expended for fiscal year 2019, as well as current and actual funds expended for 2020 on the Project being financed under Section 288-11631.
- One-page summary is submitted to reflect the 2019 year-to-date expenditures on the Project financed under section 288.11631, F.S.

NONMAJOR FUNDS

ST. LUCIE COUNTY, FLORIDA
Nonmajor Governmental Fund Descriptions

Special Revenue Funds

Special Revenue Funds are used to account for specific revenue sources that are legally restricted to expenditures for specific purposes.

Unincorporated Services Fund – The fund is used to account for Ad Valorem taxes, fees and fines that are restricted to the Unincorporated District for economic development expenditures.

Law Enforcement MSTU Fund – The fund is used to account for Ad Valorem taxes that are transferred to the Fine and Forfeiture Fund for the Unincorporated Area Road patrol expenditures.

Grants and Donations Fund – The fund is used to account for Federal, State, Local and other grant revenue sources.

Library Special Fund – The fund is used to account for State grants and donations made to the library.

Drug Abuse Fund – The fund is used to account for Drug Abuse Court fines.

Special Assessment District Fund – The fund is used to account for Ad Valorem taxes that are restricted to the Unincorporated District for economic development.

Parks MSTU Fund – The fund is used to account for Ad Valorem taxes that are restricted to capital improvements to recreational facilities.

SLC Public Transit MSTU Fund – The fund is used to account for Ad Valorem taxes that are used for local public transportation expenditures.

Port Fund – The fund is used to account for Special Assessments, Federal and State grants used for Port development.

Airport Fund – The fund is used to account for Federal and State grants used for expansion and operations of the Airport.

Mosquito Control Fund – The fund is used to account for the operations of the Mosquito Control District, which are funded by Ad Valorem taxes.

Impact Fee Collections Fund – The fund is used to account for the administration of impact fee collections.

Plan Maintenance RAD Fund – The fund is used to account for other contributions and State grants for the radiological planning and exercises.

Tourism Development 1st, 2nd, 3rd & 5th Cent Fund – The fund is used to account for Tourism Development taxes used for Sports Complex parks and pay for capital facilities that promote tourism at the St. Lucie County Fairgrounds and the area north of Midway Road.

Court Facility Fund – The fund is used to account for Court Fees restricted to Judicial maintenance and capital improvements.

SLC Housing Finance Authority Fund – The fund is used to account for residual funds from loan programs.

Environmental Land Acquisitions Fund – The fund is used to account for the purchase of environmentally sensitive land.

Court Administrator Fund – The fund is used to account for Court Administration, Mediation through fines and forfeitures, other Circuit Counties Share and Grant funding.

Erosion Control Fund – The fund is used to account for Ad Valorem taxes restricted to erosion control operations, maintenance and construction.

Housing Assistance SHIP Fund – The fund is used to account for Grant funding for Housing Assistance Programs.

Boating Improvement Projects Fund – The fund is used to account for Vessel fees used for boating improvements.

Bluefield Ranch Improvements Fund – The fund is used to account for private contributions and Campsite User fees for property management and restoration.

Florida Housing Grant Fund – The fund is used to account for Federal, State and other grant funding that provide housing related assistance for eligible County residents.

Sports Complex Fund – The fund is used to account for operating revenues and the 2-cent tourism tax revenues to pay for the operation and maintenance of the facility.

SLC Sustainability District Fund – The fund is used to account for bond proceeds and special assessment revenues for sustainability and renewable energy improvement programs.

Law Enforcement Fund – The fund is used to account for the proceeds from the sale of confiscated property through the Sheriff's office.

SLC Art in Public Places Fund – The fund is used to account for art work per local ordinance through various capital projects.

SLC Economic Development Fund – The fund is used to account for local business taxes and delinquent taxes.

Clerk of the Circuit Court Fund – The fund is used to account for the Clerk's Court Modernization Trust Fund.

Sheriff Fund – The fund is used to account for grant funds and other revenues received for specific purposes.

Supervisor of Elections Fund – The fund is used to account for the receipt of grant funds.

Debt Service Funds

Debt Service Funds are used to account for the accumulation of pledged funds that are legally restricted to pay debts.

Impact Fees I & S Fund – The fund is used to account for the Special Assessments and Impact Fees pledged to pay the principal, interest, and fiscal charges on the Rock Road Jail security system.

Sales Tax Revenue Bonds I&S – The Sales Tax Revenue Bonds I&S Fund accounts for the sales tax revenues pledged to pay the principal, interest, and other fiscal charges on the Sales Tax Refunding Revenue Bonds.

County Capital I & S Fund – The fund is used to account for the funds transferred from the General Fund and the Impact fees Fund pledged to pay the principal, interest, and fiscal charges on the Capital Improvement Revenue note.

Transportation I & S Fund – The fund is used to account for the gas tax revenues pledged to pay the principal, interest, and fiscal charges on the Transportation Revenue note.

Capital Improvement Revenue Refunding 2014 Fund – The fund is used to account for the State Revenue Sharing revenue and Intergovernmental Radio Communication surcharges pledged to pay the principal, interest and fiscal charges on the Capital Improvement note.

Capital Improvement Revenue Bonds Series 2016 Jail Fund – The fund is used to account for the funds transferred from the Fine & Forfeiture Fund pledged to pay the principal, interest, and fiscal charges on the Capital Improvement Bonds.

Capital Improvement Revenue Bonds 2015 Fund – The fund is used to account for the Tax Collector debt reimbursement revenue pledged to pay the principal, interest, and fiscal charges on the Capital Improvement Revenue bond.

Lease Purchase FPL 2015 Fund – The fund is used to account for the funds transferred from the General Fund pledged to pay the principal, interest, and fiscal charges on the purchasing of certain energy equipment.

Lease Purchase Motorola Fund – The fund is used to account for the funds transferred from the Fine & Forfeiture Fund and the Unincorporated Services Fund pledged to pay the principal, interest, and fiscal charges on the purchasing of a communication system.

Capital Improvement Revenue Bond 2016A Fund – The fund is used to account for the funds transferred from the General Fund pledged to pay the principal, interest, and fiscal charges on the line of credit for the MSBU’s.

Port Taxable Non-Ad Valorem Bonds 2017A Fund – The fund is used to account for the funds transferred from the General Fund pledged to pay the principal, interest, and fiscal charges on the purchasing of land in the Port of Fort Pierce.

Capital Projects I & S Fund – The fund is used to account for the contributions from property owners pledged to pay the principal, interest, and fiscal charges on the line of credit for the MSBU’s.

Sports Complex Debt Fund – The fund is used to account for the sales, use, and fuel taxes pledged to pay the principal, interest, and fiscal charges on the Improvement of the Thomas J. White Stadium bond.

Non-Ad Valorem Bonds Series 2017 Fund – The fund is used to account for the tourist development tax, a state grant, and local government half-cent sales tax pledged to pay the principal and interest.

N. Lennard Road Bonds I & S Fund – The fund is used to account for the debt service assessment revenues pledged to pay N. Lennard Road Phase I special assessment debt.

Capital Projects Funds

Capital projects funds are used to account for the acquisition and construction of major capital projects other than those financed by proprietary funds.

County Capital Fund – The fund is used to account for the transportation and park capital projects, which are funded by gas tax and franchise fees.

County Capital State Revenue Share Bond Fund – The fund is used to account for state revenue sharing monies used for capital improvements.

County Capital Transportation Bond Fund – The fund is used to account for the transportation capital projects funded by bond proceeds pledged by gas tax revenues.

Infrastructure Surtax Capital Fund – The fund is used to account for transportation capital projects funded by discretionary sales surtax.

Jail Security Upgrade Fund – The fund is used to account for the upgrade of the security system at the Rock Road Correction Center projects funded by proceeds from the issuance of debt.

Capital Improvement Revenue Bonds 2015 Fund – The fund is used to account for bond proceeds used for the construction of the Tax Collector Building.

Energy Efficiency FPL 2015 Fund – The fund is used to account for the FPL upgrade of energy efficiency funded by capital lease proceeds.

Capital Imp Rev Bond 2016A Construction Fund – The fund is used to account for bond proceeds used for the construction, maintenance rehab and overhaul hangar at the Treasure Coast International Airport.

Sports Complex Improvements Fund – The fund is used to account for cash balances from bond proceeds used for sports complex projects.

Environmental Land Capital Fund – The fund is used to account for cash balances from bond proceeds used for land acquisitions.

MSBU Internal Financed Projects Fund – The fund is used to account for the assessment proceeds from property owners and to pay for capital project related expenditures.

MSBU External Financed Projects Fund – The fund is used to account for the assessment proceeds from property owners and debt proceeds to pay for capital projects and project related expenditures.



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**St. Lucie County, Florida
Combining Balance Sheet
Nonmajor Governmental Funds
September 30, 2019**

	Special Revenue			
	Unincorporated Services	Law Enforcement MSTU	Grants and Donations	Library Special
ASSETS				
Cash and investments	\$ 7,830,988	\$ 1,459,897	\$ 232,136	\$ 1,661
Accounts receivable	14,415	-	-	-
Assessments receivable	-	-	-	-
Interest receivable	21,997	4,777	768	4
Due from other governments	589	181	2,513	-
Due from other funds	39,628	49,122	-	-
Inventories	-	-	-	-
Prepaid items	1,115	-	-	-
Total assets	\$ 7,908,732	\$ 1,513,977	\$ 235,417	\$ 1,665
LIABILITIES				
Accounts payable and other current liabilities	\$ 553,196	\$ -	\$ -	\$ -
Matured bonds payable	-	-	-	-
Matured interest payable	-	-	-	-
Deposits payable	-	-	-	-
Due to other governments	12,504	-	31	-
Due to other funds	-	-	-	-
Unearned revenues - other	-	-	-	1,367
Total liabilities	565,700	-	31	1,367
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues - special assessments	-	-	-	-
Unavailable revenues - grants	-	-	-	-
Total deferred inflows of resources	-	-	-	-
FUND BALANCE				
Nonspendable:				
Inventories of supplies	-	-	-	-
Prepaid items	1,115	-	-	-
Restricted:				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	-	-	-	-
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	-	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	-	-	-	-
Art in public places	-	-	-	-
Other capital projects	-	-	-	-
Other purposes	-	-	235,386	298
Committed to:				
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated services	7,341,917	-	-	-
Law enforcement	-	-	-	-
Other purposes	-	1,513,977	-	-
Total fund balances	7,343,032	1,513,977	235,386	298
Total liabilities, deferred inflows of resources and fund balances	\$ 7,908,732	\$ 1,513,977	\$ 235,417	\$ 1,665

Special Revenue

Drug Abuse	Special Assessment District	Parks MSTU	SLC Public Transit MSTU	Port	Airport
\$ 217,589	\$ 242,604	\$ 1,504,360	\$ 2,160,406	\$ 1,135,438	\$ 1,627,491
-	-	-	90,141	26,747	18,385
-	-	-	-	-	-
581	680	4,103	5,477	4,601	1,351
6,517	1,491	175,235	1,099,799	130,255	137,650
-	842	30,181	16,542	90	-
-	-	-	-	-	-
-	-	-	-	-	-
<u>\$ 224,687</u>	<u>\$ 245,617</u>	<u>\$ 1,713,879</u>	<u>\$ 3,372,365</u>	<u>\$ 1,297,131</u>	<u>\$ 1,784,877</u>
\$ -	\$ 14,700	\$ 17,621	\$ 1,098,593	\$ 193,374	\$ 65,023
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	12,518
-	146	136,396	36	36	-
-	-	-	-	-	-
-	-	-	105	11,274	-
<u>-</u>	<u>14,846</u>	<u>154,017</u>	<u>1,098,734</u>	<u>204,684</u>	<u>77,541</u>
-	-	-	-	-	-
-	-	62,551	324,185	74,711	137,650
-	-	62,551	324,185	74,711	137,650
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	1,017,736	-
-	-	1,497,311	-	-	-
-	-	-	1,949,446	-	1,569,686
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
224,687	-	-	-	-	-
-	230,771	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
<u>224,687</u>	<u>230,771</u>	<u>1,497,311</u>	<u>1,949,446</u>	<u>1,017,736</u>	<u>1,569,686</u>
<u>\$ 224,687</u>	<u>\$ 245,617</u>	<u>\$ 1,713,879</u>	<u>\$ 3,372,365</u>	<u>\$ 1,297,131</u>	<u>\$ 1,784,877</u>

Continued

**St. Lucie County, Florida
Combining Balance Sheet
Nonmajor Governmental Funds
September 30, 2019**

	Special Revenue			
	Mosquito Control	Impact Fee Collections	Plan Maintenance RAD	Tourism Development 1st, 2nd, 3rd & 5th Cent
ASSETS				
Cash and investments	\$ 6,029,713	\$ 131,025	\$ 262,477	\$ 2,692,001
Accounts receivable	-	-	-	-
Assessments receivable	-	-	-	-
Interest receivable	16,471	350	766	7,171
Due from other governments	1,795,975	-	-	69,242
Due from other funds	27,630	-	-	7,520
Inventories	184,983	-	-	-
Prepaid items	965	-	-	-
Total assets	<u>\$ 8,055,737</u>	<u>\$ 131,375</u>	<u>\$ 263,243</u>	<u>\$ 2,775,934</u>
LIABILITIES				
Accounts payable and other current liabilities	\$ 233,737	\$ -	\$ 71,129	\$ 44,830
Matured bonds payable	-	-	-	-
Matured interest payable	-	-	-	-
Deposits payable	-	-	-	-
Due to other governments	-	-	1,299	-
Due to other funds	-	-	-	-
Unearned revenues - other	-	-	147,375	-
Total liabilities	<u>233,737</u>	<u>-</u>	<u>219,803</u>	<u>44,830</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues - special assessments	-	-	-	-
Unavailable revenues - grants	1,795,754	-	-	-
Total deferred inflows of resources	<u>1,795,754</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCE				
Nonspendable:				
Inventories of supplies	184,983	-	-	-
Prepaid items	965	-	-	-
Restricted:				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	-	-	-	-
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	5,840,298	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	-	-	-	-
Art in public places	-	-	-	-
Other capital projects	-	-	-	-
Other purposes	-	-	43,440	2,731,104
Committed to:				
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated services	-	-	-	-
Law enforcement	-	-	-	-
Other purposes	-	131,375	-	-
Total fund balances	<u>6,026,246</u>	<u>131,375</u>	<u>43,440</u>	<u>2,731,104</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 8,055,737</u>	<u>\$ 131,375</u>	<u>\$ 263,243</u>	<u>\$ 2,775,934</u>

Special Revenue

Court Facility	SLC Housing Finance Authority	Environmental Land Acquisitious	Court Administrator	Erosion Control	Housing Assistance SHIP
\$ 310,746	\$ 117,027	\$ 584,665	\$ 2,179,021	\$ 7,137,875	\$ 498,621
-	-	2,658	525	45,241	12,151
-	-	-	-	-	-
757	316	1,542	6,040	19,254	1,352
56,984	-	-	206,057	283,111	-
-	-	-	-	12,059	-
-	-	-	-	-	-
-	500	-	346	-	-
<u>\$ 368,487</u>	<u>\$ 117,843</u>	<u>\$ 588,865</u>	<u>\$ 2,391,989</u>	<u>\$ 7,497,540</u>	<u>\$ 512,124</u>
\$ -	\$ 99	\$ -	\$ 38,705	\$ 152,362	\$ 36,822
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	3,113	-	-
-	-	-	-	-	-
-	-	-	-	19,946	96,164
-	99	-	41,818	172,308	132,986
-	-	-	-	-	-
-	-	-	-	282,021	12,151
-	-	-	-	282,021	12,151
-	-	-	-	-	-
-	500	-	346	-	-
-	-	-	-	-	-
-	-	-	-	7,043,211	-
-	-	-	-	-	-
-	-	-	2,349,825	-	-
-	-	-	-	-	-
-	-	588,865	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
368,487	-	-	-	-	-
-	-	-	-	-	366,987
-	-	-	-	-	-
-	117,244	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
<u>368,487</u>	<u>117,744</u>	<u>588,865</u>	<u>2,350,171</u>	<u>7,043,211</u>	<u>366,987</u>
<u>\$ 368,487</u>	<u>\$ 117,843</u>	<u>\$ 588,865</u>	<u>\$ 2,391,989</u>	<u>\$ 7,497,540</u>	<u>\$ 512,124</u>

Continued

**St. Lucie County, Florida
Combining Balance Sheet
Nonmajor Governmental Funds
September 30, 2019**

	Special Revenue			
	Boating Improvement Projects	Bluefield Ranch Improvements	Florida Housing Grant	Sports Complex
ASSETS				
Cash and investments	\$ 976,501	\$ 144,988	\$ 69,268	\$ 374,959
Accounts receivable	-	-	-	711
Assessments receivable	-	-	-	-
Interest receivable	2,632	389	35	1,381
Due from other governments	104,755	-	63,654	-
Due from other funds	-	-	-	-
Inventories	-	-	-	-
Prepaid items	-	-	-	-
Total assets	<u>\$ 1,083,888</u>	<u>\$ 145,377</u>	<u>\$ 132,957</u>	<u>\$ 377,051</u>
LIABILITIES				
Accounts payable and other current liabilities	\$ 17,923	\$ -	\$ 60,878	\$ 111,891
Matured bonds payable	-	-	-	-
Matured interest payable	-	-	-	-
Deposits payable	-	-	-	-
Due to other governments	-	-	-	5,378
Due to other funds	-	-	-	-
Unearned revenues - other	-	-	-	-
Total liabilities	<u>17,923</u>	<u>-</u>	<u>60,878</u>	<u>117,269</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues - special assessments	-	-	-	-
Unavailable revenues - grants	-	-	43,284	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>43,284</u>	<u>-</u>
FUND BALANCE				
Nonspendable:				
Inventories of supplies	-	-	-	-
Prepaid items	-	-	-	-
Restricted:				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	259,782
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	-	-	-	-
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	-	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	1,065,965	-	-	-
Art in public places	-	-	-	-
Other capital projects	-	-	-	-
Other purposes	-	145,377	28,795	-
Committed to:				
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated services	-	-	-	-
Law enforcement	-	-	-	-
Other purposes	-	-	-	-
Total fund balances	<u>1,065,965</u>	<u>145,377</u>	<u>28,795</u>	<u>259,782</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,083,888</u>	<u>\$ 145,377</u>	<u>\$ 132,957</u>	<u>\$ 377,051</u>

Special Revenue

SLC Sustainability District	Law Enforcement	SLC Art in Public Places	SLC Economic Development	Clerk of the Circuit Court	Sheriff
\$ 17,577	\$ 53,090	\$ 127,276	\$ 39,965	\$ 666,745	\$ 2,906,675
-	-	-	-	-	273,323
899,578	-	-	-	-	-
52	142	342	93	-	-
-	-	-	15,065	-	532,803
347	-	-	-	-	316,979
-	-	-	-	-	-
-	-	-	-	131	-
<u>\$ 917,554</u>	<u>\$ 53,232</u>	<u>\$ 127,618</u>	<u>\$ 55,123</u>	<u>\$ 666,876</u>	<u>\$ 4,029,780</u>
\$ 6,515	\$ -	\$ -	\$ -	\$ 30,883	\$ 19,587
-	-	-	-	-	-
-	-	-	-	-	-
-	50,194	-	-	-	538,191
-	-	-	-	-	2,845,138
-	-	-	-	-	-
<u>6,515</u>	<u>50,194</u>	<u>-</u>	<u>-</u>	<u>30,883</u>	<u>3,402,916</u>
899,578	-	-	-	-	-
-	-	-	-	-	-
<u>899,578</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
-	-	-	-	-	-
-	-	-	-	131	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	424,508
-	-	-	-	635,862	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	127,618	-	-	-
-	-	-	-	-	-
11,461	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	202,356
-	3,038	-	55,123	-	-
<u>11,461</u>	<u>3,038</u>	<u>127,618</u>	<u>55,123</u>	<u>635,993</u>	<u>626,864</u>
<u>\$ 917,554</u>	<u>\$ 53,232</u>	<u>\$ 127,618</u>	<u>\$ 55,123</u>	<u>\$ 666,876</u>	<u>\$ 4,029,780</u>

Continued

**St. Lucie County, Florida
Combining Balance Sheet
Nonmajor Governmental Funds
September 30, 2019**

	Special Revenue		Debt Service	
	Supervisor of Elections	Impact Fees I & S	Sales Tax Revenue Bonds I & S	County Capital I & S
ASSETS				
Cash and investments	\$ -	\$ 165,100	\$ 4,739,660	\$ 1,698,427
Accounts receivable	-	-	-	-
Assessments receivable	-	-	-	-
Interest receivable	-	-	12,738	4,566
Due from other governments	-	-	-	-
Due from other funds	-	-	-	-
Inventories	-	-	-	-
Prepaid items	-	-	216,582	-
Total assets	<u>\$ -</u>	<u>\$ 165,100</u>	<u>\$ 4,968,980</u>	<u>\$ 1,702,993</u>
LIABILITIES				
Accounts payable and other current liabilities	\$ -	\$ -	\$ -	\$ -
Matured bonds payable	-	130,000	2,640,000	994,274
Matured interest payable	-	21,055	1,046,500	12,237
Deposits payable	-	-	-	-
Due to other governments	-	-	-	-
Due to other funds	-	-	-	-
Unearned revenues - other	-	-	-	-
Total liabilities	<u>-</u>	<u>151,055</u>	<u>3,686,500</u>	<u>1,006,511</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues - special assessments	-	-	-	-
Unavailable revenues - grants	-	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCE				
Nonspendable:				
Inventories of supplies	-	-	-	-
Prepaid items	-	-	216,582	-
Restricted:				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	-	14,045	1,065,898	696,482
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	-	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	-	-	-	-
Art in public places	-	-	-	-
Other capital projects	-	-	-	-
Other purposes	-	-	-	-
Committed to:				
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated services	-	-	-	-
Law enforcement	-	-	-	-
Other purposes	-	-	-	-
Total fund balances	<u>-</u>	<u>14,045</u>	<u>1,282,480</u>	<u>696,482</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ -</u>	<u>\$ 165,100</u>	<u>\$ 4,968,980</u>	<u>\$ 1,702,993</u>

**St. Lucie County, Florida
Combining Balance Sheet
Nonmajor Governmental Funds
September 30, 2019**

	Debt Service			
	Capital Imp Rev Bond 2016A	Port Taxable Non-Ad Valorem Bond 2017A	Capital Projects I & S	Sports Complex Debt
ASSETS				
Cash and investments	\$ 318,044	\$ 142,104	\$ -	\$ 613,738
Accounts receivable	-	-	-	-
Assessments receivable	-	-	-	-
Interest receivable	385	383	-	1,650
Due from other governments	-	-	-	-
Due from other funds	-	-	-	-
Inventories	-	-	-	-
Prepaid items	-	-	-	-
Total assets	\$ 318,429	\$ 142,487	\$ -	\$ 615,388
LIABILITIES				
Accounts payable and other current liabilities	\$ -	\$ -	\$ -	\$ -
Matured bonds payable	245,000	-	-	-
Matured interest payable	29,645	-	-	-
Deposits payable	-	-	-	-
Due to other governments	-	-	-	-
Due to other funds	-	-	-	-
Unearned revenues - other	-	-	-	-
Total liabilities	274,645	-	-	-
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues - special assessments	-	-	-	-
Unavailable revenues - grants	-	-	-	-
Total deferred inflows of resources	-	-	-	-
FUND BALANCE				
Nonspendable:				
Inventories of supplies	-	-	-	-
Prepaid items	-	-	-	-
Restricted:				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	43,784	142,487	-	615,388
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	-	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	-	-	-	-
Art in public places	-	-	-	-
Other capital projects	-	-	-	-
Other purposes	-	-	-	-
Committed to:				
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated services	-	-	-	-
Law enforcement	-	-	-	-
Other purposes	-	-	-	-
Total fund balances	43,784	142,487	-	615,388
Total liabilities, deferred inflows of resources and fund balances	\$ 318,429	\$ 142,487	\$ -	\$ 615,388

**St. Lucie County, Florida
Combining Balance Sheet
Nonmajor Governmental Funds
September 30, 2019**

	Capital Projects			
	Jail Security Upgrade	Capital Improvement Revenue Bonds 2015	Energy Efficiency FPL 2015	Cap Imp Rev Bond 2016A Construction
ASSETS				
Cash and investments	\$ 15,140	\$ 273,306	\$ -	\$ 1,517,430
Accounts receivable	-	-	-	306,988
Assessments receivable	-	-	-	-
Interest receivable	41	736	-	5,518
Due from other governments	-	-	-	521,199
Due from other funds	-	-	-	-
Inventories	-	-	-	-
Prepaid items	-	-	-	-
Total assets	<u>\$ 15,181</u>	<u>\$ 274,042</u>	<u>\$ -</u>	<u>\$ 2,351,135</u>
LIABILITIES				
Accounts payable and other current liabilities	\$ -	\$ -	\$ -	\$ 447,418
Matured bonds payable	-	-	-	-
Matured interest payable	-	-	-	-
Deposits payable	-	-	-	-
Due to other governments	-	-	-	-
Due to other funds	-	-	-	-
Unearned revenues - other	-	-	-	-
Total liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>447,418</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues - special assessments	-	-	-	-
Unavailable revenues - grants	-	-	-	399,420
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>399,420</u>
FUND BALANCE				
Nonspendable:				
Inventories of supplies	-	-	-	-
Prepaid items	-	-	-	-
Restricted:				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	-	-	-	-
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	-	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	-	-	-	-
Art in public places	-	-	-	-
Other capital projects	15,181	274,042	-	1,504,297
Other purposes	-	-	-	-
Committed to:				
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated services	-	-	-	-
Law enforcement	-	-	-	-
Other purposes	-	-	-	-
Total fund balances	<u>15,181</u>	<u>274,042</u>	<u>-</u>	<u>1,504,297</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 15,181</u>	<u>\$ 274,042</u>	<u>\$ -</u>	<u>\$ 2,351,135</u>

Capital Projects

Sports Complex Improvements	Environmental Land Capital	MSBU Internal Finance Projects	MSBU External Financed Projects	Total Nonmajor Governmental Funds
\$ 738,034	\$ 2,162,457	\$ 515,342	\$ 1,104,291	\$ 74,540,190
-	686	-	-	866,971
-	-	-	-	3,366,050
1,867	5,811	1,347	2,593	192,889
-	-	-	417,296	6,736,849
-	-	239	3,893	527,949
-	-	-	-	184,983
-	-	-	-	219,639
<u>\$ 739,901</u>	<u>\$ 2,168,954</u>	<u>\$ 516,928</u>	<u>\$ 1,528,073</u>	<u>\$ 86,635,520</u>
\$ -	\$ 79	\$ 18,050	\$ -	\$ 4,042,353
-	-	-	-	5,324,274
-	-	-	-	1,231,040
-	-	-	-	12,518
-	-	-	-	747,885
-	-	-	-	2,845,138
-	-	-	-	276,231
-	79	18,050	-	14,479,439
-	-	-	-	3,366,050
-	-	-	-	3,131,727
-	-	-	-	6,497,777
-	-	-	-	184,983
-	-	-	-	219,639
-	-	-	-	1,017,736
-	-	-	-	7,043,211
739,901	-	-	-	2,496,994
-	-	-	-	2,349,825
-	-	-	-	3,519,132
-	-	-	-	8,500,439
-	-	-	-	588,865
-	-	-	-	424,508
-	-	-	-	635,862
-	-	-	-	5,840,298
-	-	-	-	368,487
-	-	-	-	366,987
-	-	-	-	1,065,965
-	-	-	-	127,618
-	2,168,875	498,878	1,528,073	17,891,406
-	-	-	-	3,537,792
-	-	-	-	230,771
-	-	-	-	7,341,917
-	-	-	-	202,356
-	-	-	-	1,703,513
<u>739,901</u>	<u>2,168,875</u>	<u>498,878</u>	<u>1,528,073</u>	<u>65,658,304</u>
<u>\$ 739,901</u>	<u>\$ 2,168,954</u>	<u>\$ 516,928</u>	<u>\$ 1,528,073</u>	<u>\$ 86,635,520</u>

St. Lucie County, Florida
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Nonmajor Governmental Funds
For the Year Ended September 30, 2019

	Special Revenue			
	Unincorporated Services	Law Enforcement MSTU	Grants and Donations	Library Special
REVENUES				
Taxes:				
Property	\$ 5,955,350	\$ 7,378,336	\$ -	\$ -
Tourist	-	-	-	-
Motor fuel	-	-	-	-
Discretionary sales surtaxes	-	-	-	-
Local business	-	-	-	-
Licenses and permits	108,064	-	-	-
Special assessments	5,025	-	-	-
Intergovernmental	586,281	12,013	39,231	106,126
Charges for services	279,358	-	-	-
Fines and forfeitures	160,909	-	111,533	-
Investment income	337,392	101,541	11,250	83
Contributions from property owners	-	-	-	-
Miscellaneous	131,728	-	-	-
Total revenues	<u>7,564,107</u>	<u>7,491,890</u>	<u>162,014</u>	<u>106,209</u>
EXPENDITURES				
Current:				
General government	2,025,770	673	-	-
Public safety	853,476	-	39,231	-
Physical environment	2,074,280	-	-	-
Transportation	393,188	-	-	-
Economic environment	-	-	-	-
Human services	600,613	-	18,259	-
Culture and recreation	33,868	-	-	93,007
Court-related	-	-	-	-
Capital outlay	1,547,169	-	-	13,228
Debt service:				
Principal	-	-	-	-
Interest	-	-	-	-
Other	-	-	-	-
Total expenditures	<u>7,528,364</u>	<u>673</u>	<u>57,490</u>	<u>106,235</u>
Excess (deficiency) of revenues over (under) expenditures	<u>35,743</u>	<u>7,491,217</u>	<u>104,524</u>	<u>(26)</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(508,917)	(7,853,974)	(116,478)	-
Sale of capital assets	6,700	-	-	-
Issuance of long-term debt	-	-	-	-
Total other financing sources (uses)	<u>(502,217)</u>	<u>(7,853,974)</u>	<u>(116,478)</u>	<u>-</u>
Net change in fund balances	(466,474)	(362,757)	(11,954)	(26)
Fund balances - beginning	7,809,506	1,876,734	247,340	324
Change in inventories of supplies	-	-	-	-
Fund balance - ending	<u>\$ 7,343,032</u>	<u>\$ 1,513,977</u>	<u>\$ 235,386</u>	<u>\$ 298</u>

Special Revenue

Drug Abuse	Special Assessment District	Parks MSTU	SLC Public Transit MSTU	Port	Airport
\$ -	\$ -	\$ 4,559,005	\$ 2,498,773	\$ -	\$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	197,841	-	-	21,219	-
-	-	5,445	5,483,877	809,645	2,010,044
-	-	-	61,314	144,855	468,396
90,574	-	-	-	-	-
8,067	10,589	67,315	79,222	66,441	27,687
-	-	-	-	-	-
-	-	283,141	10,413	226,047	5,511
<u>98,641</u>	<u>208,430</u>	<u>4,914,906</u>	<u>8,133,599</u>	<u>1,268,207</u>	<u>2,511,638</u>
-	-	-	-	102	-
-	-	-	-	-	-
-	-	-	-	-	-
-	209,292	-	6,529,080	1,031,801	1,180,392
-	-	-	-	-	-
-	-	2,745,727	-	-	-
-	-	-	-	-	-
-	-	580,542	948,250	22,627	2,061,768
-	-	955,000	-	32,420	-
-	-	97,569	-	22,937	-
-	-	-	-	-	-
-	<u>209,292</u>	<u>4,378,838</u>	<u>7,477,330</u>	<u>1,109,887</u>	<u>3,242,160</u>
<u>98,641</u>	<u>(862)</u>	<u>536,068</u>	<u>656,269</u>	<u>158,320</u>	<u>(730,522)</u>
-	-	-	-	322,298	1,547,669
(65,000)	(5,079)	(329,075)	(70,747)	(323,040)	-
-	-	2,100	-	-	4,700
-	-	-	-	-	-
<u>(65,000)</u>	<u>(5,079)</u>	<u>(326,975)</u>	<u>(70,747)</u>	<u>(742)</u>	<u>1,552,369</u>
33,641	(5,941)	209,093	585,522	157,578	821,847
191,046	236,712	1,288,218	1,363,924	860,158	747,839
-	-	-	-	-	-
<u>\$ 224,687</u>	<u>\$ 230,771</u>	<u>\$ 1,497,311</u>	<u>\$ 1,949,446</u>	<u>\$ 1,017,736</u>	<u>\$ 1,569,686</u>

Continued

St. Lucie County, Florida
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Nonmajor Governmental Funds
For the Year Ended September 30, 2019

	Special Revenue			
	Mosquito Control	Impact Fee Collections	Plan Maintenance RAD	Tourism Development 1st, 2nd, 3rd & 5th Cent
REVENUES				
Taxes:				
Property	\$ 4,172,890	\$ -	\$ -	\$ -
Tourist	-	-	-	1,104,157
Motor fuel	-	-	-	-
Discretionary sales surtaxes	-	-	-	-
Local business	-	-	-	-
Licenses and permits	-	-	-	-
Special assessments	-	-	-	-
Intergovernmental	3,530,956	-	-	-
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Investment income	231,733	4,833	10,291	100,104
Contributions from property owners	-	-	315,218	8,507
Miscellaneous	32,230	30,882	-	19,159
Total revenues	<u>7,967,809</u>	<u>35,715</u>	<u>325,509</u>	<u>1,231,927</u>
EXPENDITURES				
Current:				
General government	364,097	450	-	61,868
Public safety	-	-	313,015	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	746,912
Human services	2,961,269	-	-	-
Culture and recreation	-	-	-	-
Court-related	-	-	-	-
Capital outlay	68,056	-	2,201	135,000
Debt service:				
Principal	-	-	-	-
Interest	-	-	-	-
Other	-	-	-	-
Total expenditures	<u>3,393,422</u>	<u>450</u>	<u>315,216</u>	<u>943,780</u>
Excess (deficiency) of revenues over (under) expenditures	<u>4,574,387</u>	<u>35,265</u>	<u>10,293</u>	<u>288,147</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(118,170)	-	-	(25,613)
Sale of capital assets	61,075	-	-	-
Issuance of long-term debt	-	-	-	-
Total other financing sources (uses)	<u>(57,095)</u>	<u>-</u>	<u>-</u>	<u>(25,613)</u>
Net change in fund balances	4,517,292	35,265	10,293	262,534
Fund balances - beginning	1,485,922	96,110	33,147	2,468,570
Change in inventories of supplies	23,032	-	-	-
Fund balance - ending	<u>\$ 6,026,246</u>	<u>\$ 131,375</u>	<u>\$ 43,440</u>	<u>\$ 2,731,104</u>

Special Revenue

Court Facility	SLC Housing Finance Authority	Environmental Land Acquisitions	Court Administrator	Erosion Control	Housing Assistance SHIP
\$ -	\$ -	\$ -	\$ -	\$ 1,825,347	\$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	3,450	-	-
-	-	-	616,780	545,452	296,822
693,834	-	-	87,545	-	-
-	-	-	-	-	-
7,502	4,439	21,538	88,760	273,963	39,488
-	-	-	-	84,858	-
-	13,385	49,768	30	-	43,280
<u>701,336</u>	<u>17,824</u>	<u>71,306</u>	<u>796,565</u>	<u>2,729,620</u>	<u>379,590</u>
-	3,924	-	6,094	76,905	-
-	-	-	-	-	-
-	-	-	-	968,924	-
-	-	-	-	219,254	-
-	-	-	-	-	317,676
-	-	-	-	-	-
-	-	-	892,593	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	3,924	-	898,687	1,265,083	317,676
<u>701,336</u>	<u>13,900</u>	<u>71,306</u>	<u>(102,122)</u>	<u>1,464,537</u>	<u>61,914</u>
31,800	-	-	407,631	137,000	18,367
(518,298)	-	-	(140,362)	(51,646)	(15,078)
-	-	-	-	-	-
-	-	-	-	-	-
<u>(486,498)</u>	<u>-</u>	<u>-</u>	<u>267,269</u>	<u>85,354</u>	<u>3,289</u>
214,838	13,900	71,306	165,147	1,549,891	65,203
153,649	103,844	517,559	2,185,024	5,493,320	301,784
-	-	-	-	-	-
<u>\$ 368,487</u>	<u>\$ 117,744</u>	<u>\$ 588,865</u>	<u>\$ 2,350,171</u>	<u>\$ 7,043,211</u>	<u>\$ 366,987</u>

Continued

St. Lucie County, Florida
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Nonmajor Governmental Funds
For the Year Ended September 30, 2019

	Special Revenue			
	Boating Improvement Projects	Bluefield Ranch Improvements	Florida Housing Grant	Sports Complex
REVENUES				
Taxes:				
Property	\$ -	\$ -	\$ -	\$ -
Tourist	-	-	-	-
Motor fuel	-	-	-	-
Discretionary sales surtaxes	-	-	-	-
Local business	-	-	-	-
Licenses and permits	104,755	-	-	-
Special assessments	-	-	-	-
Intergovernmental	23,250	-	404,053	-
Charges for services	-	89	-	26,717
Fines and forfeitures	-	-	-	-
Investment income	37,160	5,498	1,010	21,455
Contributions from property owners	-	-	-	-
Miscellaneous	4,900	-	66,460	2,237,153
Total revenues	<u>170,065</u>	<u>5,587</u>	<u>471,523</u>	<u>2,285,325</u>
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	584,233	-
Human services	-	-	-	-
Culture and recreation	88,733	-	-	2,324,959
Court-related	-	-	-	-
Capital outlay	3,420	-	-	188,703
Debt service:				
Principal	-	-	-	-
Interest	-	-	-	-
Other	-	-	-	-
Total expenditures	<u>92,153</u>	<u>-</u>	<u>584,233</u>	<u>2,513,662</u>
Excess (deficiency) of revenues over (under) expenditures	<u>77,912</u>	<u>5,587</u>	<u>(112,710)</u>	<u>(228,337)</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	(34,250)	-
Sale of capital assets	-	-	-	4,425
Issuance of long-term debt	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>(34,250)</u>	<u>4,425</u>
Net change in fund balances	77,912	5,587	(146,960)	(223,912)
Fund balances - beginning	988,053	139,790	175,755	483,694
Change in inventories of supplies	-	-	-	-
Fund balance - ending	<u>\$ 1,065,965</u>	<u>\$ 145,377</u>	<u>\$ 28,795</u>	<u>\$ 259,782</u>

Special Revenue

SLC Sustainability District	Law Enforcement	SLC Art in Public Places	SLC Economic Development	Clerk of the Circuit Court	Sheriff
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	59,329	-	-
135,707	-	-	-	-	-
-	-	-	-	-	4,171,961
3,249	-	-	-	774,784	1,988,161
-	50,000	-	-	-	-
1,598	1,343	4,827	932	15,997	15,401
-	-	-	-	-	-
-	-	-	-	16,604	-
<u>140,554</u>	<u>51,343</u>	<u>4,827</u>	<u>60,261</u>	<u>807,385</u>	<u>6,175,523</u>
-	-	-	25,000	-	-
-	6	-	-	-	9,032,379
170,748	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	738,500	-
-	-	-	-	9,627	531,089
86,098	-	-	-	-	-
54,012	-	-	-	-	-
4,733	-	-	-	-	-
<u>315,591</u>	<u>6</u>	<u>-</u>	<u>25,000</u>	<u>748,127</u>	<u>9,563,468</u>
<u>(175,037)</u>	<u>51,337</u>	<u>4,827</u>	<u>35,261</u>	<u>59,258</u>	<u>(3,387,945)</u>
-	-	-	-	-	4,123,228
(1,193)	(50,194)	-	-	-	(1,294,000)
-	-	-	-	-	-
162,453	-	-	-	-	-
<u>161,260</u>	<u>(50,194)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,829,228</u>
(13,777)	1,143	4,827	35,261	59,258	(558,717)
25,238	1,895	122,791	19,862	576,735	1,185,581
-	-	-	-	-	-
<u>\$ 11,461</u>	<u>\$ 3,038</u>	<u>\$ 127,618</u>	<u>\$ 55,123</u>	<u>\$ 635,993</u>	<u>\$ 626,864</u>

Continued

St. Lucie County, Florida
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Nonmajor Governmental Funds
For the Year Ended September 30, 2019

	Special Revenue		Debt Service	
	Supervisor of Elections	Impact Fees I & S	Sales Tax Revenue Bonds I & S	County Capital I & S
REVENUES				
Taxes:				
Property	\$ -	\$ -	\$ -	\$ -
Tourist	-	-	-	-
Motor fuel	-	-	-	-
Discretionary sales surtaxes	-	-	-	-
Local business	-	-	-	-
Licenses and permits	-	-	-	-
Special assessments	-	-	-	-
Intergovernmental	-	-	3,994,531	-
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Investment income	234	-	182,730	64,473
Contributions from property owners	-	-	-	-
Miscellaneous	-	-	-	-
Total revenues	234	-	4,177,261	64,473
EXPENDITURES				
Current:				
General government	52,390	-	-	-
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	-
Court-related	-	-	-	-
Capital outlay	201,300	-	-	-
Debt service:				
Principal	-	130,000	2,640,000	1,006,239
Interest	-	42,110	2,093,000	27,786
Other	-	-	18,325	-
Total expenditures	253,690	172,110	4,751,325	1,034,025
Excess (deficiency) of revenues over (under) expenditures	(253,456)	(172,110)	(574,064)	(969,552)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	164,648	868,298	1,155,971
Transfers out	-	-	-	-
Sale of capital assets	-	-	-	-
Issuance of long-term debt	-	-	-	-
Total other financing sources (uses)	-	164,648	868,298	1,155,971
Net change in fund balances	(253,456)	(7,462)	294,234	186,419
Fund balances - beginning	253,456	21,507	988,246	510,063
Change in inventories of supplies	-	-	-	-
Fund balance - ending	\$ -	\$ 14,045	\$ 1,282,480	\$ 696,482

Debt Service

Transportation I & S	Capital Improvement Revenue Refunding 2014	Cap Impr Rev Bonds Series 2016 Jail	Capital Imp Rev Bonds 2015	Lease Purchase FPL 2015	Lease Purchase Motorola
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	1,071,586	-	-	-	-
-	293,879	-	-	-	-
15,866	49,992	12,415	391	16,282	2,388
-	-	-	-	-	-
-	-	-	455,907	-	-
<u>15,866</u>	<u>1,415,457</u>	<u>12,415</u>	<u>456,298</u>	<u>16,282</u>	<u>2,388</u>
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
1,025,000	1,115,000	200,000	290,000	716,423	382,955
231,404	170,146	73,060	165,907	186,335	316,230
-	-	-	-	-	-
<u>1,256,404</u>	<u>1,285,146</u>	<u>273,060</u>	<u>455,907</u>	<u>902,758</u>	<u>699,185</u>
(1,240,538)	130,311	(260,645)	391	(886,476)	(696,797)
1,197,882	-	295,826	-	1,046,661	699,227
-	-	-	-	-	-
-	-	-	-	-	-
<u>1,197,882</u>	<u>-</u>	<u>295,826</u>	<u>-</u>	<u>1,046,661</u>	<u>699,227</u>
(42,656)	130,311	35,181	391	160,185	2,430
60,482	58,556	52,553	5,256	162,087	60,722
-	-	-	-	-	-
<u>\$ 17,826</u>	<u>\$ 188,867</u>	<u>\$ 87,734</u>	<u>\$ 5,647</u>	<u>\$ 322,272</u>	<u>\$ 63,152</u>

Continued

St. Lucie County, Florida
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Nonmajor Governmental Funds
For the Year Ended September 30, 2019

	Debt Service			
	Capital Imp Rev Bond 2016A	Port Taxable Non-Ad Valorem Bond 2017A	Capital Projects I & S	Sports Complex Debt
REVENUES				
Taxes:				
Property	\$ -	\$ -	\$ -	\$ -
Tourist	-	-	-	-
Motor fuel	-	-	-	-
Discretionary sales surtaxes	-	-	-	-
Local business	-	-	-	-
Licenses and permits	-	-	-	-
Special assessments	-	-	-	-
Intergovernmental	-	-	-	-
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Investment income	5,636	8,885	-	23,406
Contributions from property owners	-	-	-	696,529
Miscellaneous	-	-	-	-
Total revenues	<u>5,636</u>	<u>8,885</u>	<u>-</u>	<u>719,935</u>
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	-
Court-related	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	245,000	-	-	648,000
Interest	51,471	975,071	-	116,897
Other	-	-	-	-
Total expenditures	<u>296,471</u>	<u>975,071</u>	<u>-</u>	<u>764,897</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(290,835)</u>	<u>(966,186)</u>	<u>-</u>	<u>(44,962)</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	288,751	1,056,328	-	-
Transfers out	-	-	(27,169)	-
Sale of capital assets	-	-	-	-
Issuance of long-term debt	-	-	-	-
Total other financing sources (uses)	<u>288,751</u>	<u>1,056,328</u>	<u>(27,169)</u>	<u>-</u>
Net change in fund balances	(2,084)	90,142	(27,169)	(44,962)
Fund balances - beginning	45,868	52,345	27,169	660,350
Change in inventories of supplies	-	-	-	-
Fund balance - ending	<u>\$ 43,784</u>	<u>\$ 142,487</u>	<u>\$ -</u>	<u>\$ 615,388</u>

Debt Service		Capital Projects			
Non-Ad Valorem Bonds Series 2017	N Lennard Road Bonds I and S	County Capital	County Capital State Revenue Share Bond	County Capital Transportation Bond	Infrastructure Surtax Capital
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3,046,808	-	-	-	-	-
-	-	1,250,877	-	-	-
-	-	-	-	-	5,949,774
-	-	-	-	-	-
-	500,042	-	-	-	-
1,154,571	-	-	228,766	-	-
-	-	-	-	-	-
142,130	65,107	198,642	102,627	49,404	67,887
-	-	75,000	-	-	-
-	-	-	-	-	-
4,343,509	565,149	1,524,519	331,393	49,404	6,017,661
-	-	-	-	-	-
-	-	-	-	-	-
-	-	10,296	-	-	-
-	-	1,044,045	-	-	1,966,806
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	910,599	-	364,006	963,332
1,160,000	300,000	-	-	-	-
2,275,400	104,769	-	-	-	-
-	-	-	-	-	-
3,435,400	404,769	1,964,940	-	364,006	2,930,138
908,109	160,380	(440,421)	331,393	(314,602)	3,087,523
-	-	593,374	-	-	-
(70,677)	(7,873)	-	-	-	-
-	-	216,125	-	-	-
-	-	-	-	-	-
(70,677)	(7,873)	809,499	-	-	-
837,432	152,507	369,078	331,393	(314,602)	3,087,523
2,406,604	1,840,314	4,627,352	2,386,252	1,415,064	-
-	-	-	-	-	-
\$ 3,244,036	\$ 1,992,821	\$ 4,996,430	\$ 2,717,645	\$ 1,100,462	\$ 3,087,523

Continued

St. Lucie County, Florida
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Nonmajor Governmental Funds
For the Year Ended September 30, 2019

	Capital Projects			
	Jail Security Upgrade	Capital Improvement Revenue Bonds 2015	Energy Efficiency FPL 2015	Cap Imp Rev Bond 2016A Construction
REVENUES				
Taxes:				
Property	\$ -	\$ -	\$ -	\$ -
Tourist	-	-	-	-
Motor fuel	-	-	-	-
Discretionary sales surtaxes	-	-	-	-
Local business	-	-	-	-
Licenses and permits	-	-	-	-
Special assessments	-	-	-	-
Intergovernmental	-	-	-	387,817
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Investment income	597	13,662	5	82,938
Contributions from property owners	-	-	-	-
Miscellaneous	-	-	-	-
Total revenues	597	13,662	5	470,755
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	35,143
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	-
Court-related	-	-	-	-
Capital outlay	-	1,150,295	-	1,381,640
Debt service:				
Principal	-	-	-	-
Interest	-	-	-	-
Other	-	-	-	-
Total expenditures	-	1,150,295	-	1,416,783
Excess (deficiency) of revenues over (under) expenditures	597	(1,136,633)	5	(946,028)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	(313)	-
Sale of capital assets	-	-	-	-
Issuance of long-term debt	-	-	-	2,628,210
Total other financing sources (uses)	-	-	(313)	2,628,210
Net change in fund balances	597	(1,136,633)	(308)	1,682,182
Fund balances - beginning	14,584	1,410,675	308	(177,885)
Change in inventories of supplies	-	-	-	-
Fund balance - ending	\$ 15,181	\$ 274,042	\$ -	\$ 1,504,297

Capital Projects				
Sports Complex Improvements	Environmental Land Capital	MSBU Internal Finance Projects	MSBU External Financed Projects	Total Nonmajor Governmental Funds
\$ -	\$ -	\$ -	\$ -	\$ 26,389,701
-	-	-	-	4,150,965
-	-	-	-	1,250,877
-	-	-	-	5,949,774
-	-	-	-	59,329
-	-	-	-	216,269
-	-	-	-	859,834
-	1,683,986	-	-	27,163,193
-	-	-	-	4,528,302
-	-	-	-	706,895
25,619	80,775	30,477	36,682	2,876,709
75,000	-	56,187	843,691	2,079,990
-	8,641	-	59,833	3,770,072
<u>100,619</u>	<u>1,773,402</u>	<u>86,664</u>	<u>940,206</u>	<u>80,001,910</u>
2,555	653	-	-	2,620,481
-	-	-	-	10,238,107
-	-	-	-	3,224,248
-	-	242,004	587,677	13,438,682
-	-	-	-	1,648,821
-	-	-	-	3,580,141
-	-	-	-	5,286,294
-	-	-	-	1,631,093
26,886	-	-	-	11,109,738
-	-	-	-	10,932,135
-	-	9,861	-	7,013,965
-	-	-	-	23,058
<u>29,441</u>	<u>653</u>	<u>251,865</u>	<u>587,677</u>	<u>70,746,763</u>
<u>71,178</u>	<u>1,772,749</u>	<u>(165,201)</u>	<u>352,529</u>	<u>9,255,147</u>
200,000	-	-	-	14,154,959
-	-	(931)	(12,981)	(11,641,058)
-	-	-	-	295,125
-	-	-	-	2,790,663
<u>200,000</u>	<u>-</u>	<u>(931)</u>	<u>(12,981)</u>	<u>5,599,689</u>
271,178	1,772,749	(166,132)	339,548	14,854,836
468,723	396,126	665,010	1,188,525	50,780,436
-	-	-	-	23,032
<u>\$ 739,901</u>	<u>\$ 2,168,875</u>	<u>\$ 498,878</u>	<u>\$ 1,528,073</u>	<u>\$ 65,658,304</u>

St. Lucie County, Florida
Budgetary Comparison Schedules
Governmental Funds
For the Year Ended September 30, 2019

	Unincorporated Services		
	Final Budget	Actual Amounts	Variance Positive (Negative)
REVENUES			
Taxes:			
Property	\$ 5,795,607	\$ 5,955,350	\$ 159,743
Licenses and permits	59,585	108,064	48,479
Special assessments	-	5,025	5,025
Intergovernmental	138,950	586,281	447,331
Charges for services	94,674	279,358	184,684
Fines and forfeitures	162,350	160,909	(1,441)
Investment income	50,000	337,392	287,392
Miscellaneous	26,381	131,728	105,347
Total revenues	<u>6,327,547</u>	<u>7,564,107</u>	<u>1,236,560</u>
EXPENDITURES			
Current:			
General government	2,487,544	2,025,770	461,774
Public safety	1,194,415	853,476	340,939
Physical environment	2,493,345	2,074,280	419,065
Transportation	594,355	393,188	201,167
Human services	615,091	600,613	14,478
Culture and recreation	34,748	33,868	880
Capital outlay	5,435,077	1,547,169	3,887,908
Total expenditures	<u>12,854,575</u>	<u>7,528,364</u>	<u>5,326,211</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(6,527,028)</u>	<u>35,743</u>	<u>6,562,771</u>
OTHER FINANCING SOURCES (USES)			
Transfers out	(677,458)	(508,917)	168,541
Sale of capital assets	6,700	6,700	-
Total other financing sources (uses)	<u>(670,758)</u>	<u>(502,217)</u>	<u>168,541</u>
Net change in fund balances	<u>(7,197,786)</u>	<u>(466,474)</u>	<u>6,731,312</u>
Fund balances - beginning	8,008,040	7,809,506	(198,534)
Change in inventories of supplies	-	-	-
Fund balances - ending	<u>\$ 810,254</u>	<u>\$ 7,343,032</u>	<u>\$ 6,532,778</u>

Law Enforcement MSTU			Grants and Donations		
Final Budget	Actual Amounts	Variance Positive (Negative)	Final Budget	Actual Amounts	Variance Positive (Negative)
\$ 7,191,413	\$ 7,378,336	\$ 186,923	\$ -	\$ -	\$ -
-	-	-	-	-	-
-	-	-	-	-	-
12,013	12,013	-	67,847	39,231	(28,616)
-	-	-	-	-	-
-	-	-	107,000	111,533	4,533
1,000	101,541	100,541	1,703	11,250	9,547
-	-	-	-	-	-
7,204,426	7,491,890	287,464	176,550	162,014	(14,536)
673	673	-	-	-	-
-	-	-	73,198	39,231	33,967
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	35,000	18,259	16,741
-	-	-	-	-	-
-	-	-	-	-	-
673	673	-	108,198	57,490	50,708
7,203,753	7,491,217	287,464	68,352	104,524	36,172
(7,906,231)	(7,853,974)	52,257	(101,700)	(116,478)	(14,778)
-	-	-	-	-	-
(7,906,231)	(7,853,974)	52,257	(101,700)	(116,478)	(14,778)
(702,478)	(362,757)	339,721	(33,348)	(11,954)	21,394
1,876,734	1,876,734	-	247,340	247,340	-
-	-	-	-	-	-
\$ 1,174,256	\$ 1,513,977	\$ 339,721	\$ 213,992	\$ 235,386	\$ 21,394

St. Lucie County, Florida
Budgetary Comparison Schedules
Governmental Funds
For the Year Ended September 30, 2019

	Library Special		
	Final Budget	Actual Amounts	Variance Positive (Negative)
REVENUES			
Taxes:			
Property	\$ -	\$ -	\$ -
Special assessments	-	-	-
Intergovernmental	107,601	106,126	(1,475)
Fines and forfeitures	-	-	-
Investment income	-	83	83
Total revenues	<u>107,601</u>	<u>106,209</u>	<u>(1,392)</u>
EXPENDITURES			
Current:			
Transportation	-	-	-
Culture and recreation	92,932	93,007	(75)
Capital outlay	13,303	13,228	75
Total expenditures	<u>106,235</u>	<u>106,235</u>	<u>-</u>
Excess (deficiency) of revenues over (under) expenditures	<u>1,366</u>	<u>(26)</u>	<u>(1,392)</u>
OTHER FINANCING SOURCES (USES)			
Transfers out	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	<u>1,366</u>	<u>(26)</u>	<u>(1,392)</u>
Fund balances - beginning	215	324	109
Change in inventories of supplies	-	-	-
Fund balances - ending	<u>\$ 1,581</u>	<u>\$ 298</u>	<u>\$ (1,283)</u>

Drug Abuse			Special Assessment District		
Final Budget	Actual Amounts	Variance Positive (Negative)	Final Budget	Actual Amounts	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	249,125	197,841	(51,284)
-	-	-	-	-	-
48,271	90,574	42,303	-	-	-
-	8,067	8,067	4,759	10,589	5,830
48,271	98,641	50,370	253,884	208,430	(45,454)
-	-	-	266,604	209,292	57,312
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	266,604	209,292	57,312
48,271	98,641	50,370	(12,720)	(862)	11,858
(65,000)	(65,000)	-	(9,397)	(5,079)	4,318
(65,000)	(65,000)	-	(9,397)	(5,079)	4,318
(16,729)	33,641	50,370	(22,117)	(5,941)	16,176
191,046	191,046	-	236,712	236,712	-
-	-	-	-	-	-
\$ 174,317	\$ 224,687	\$ 50,370	\$ 214,595	\$ 230,771	\$ 16,176

St. Lucie County, Florida
Budgetary Comparison Schedules
Governmental Funds
For the Year Ended September 30, 2019

	Parks MSTU		
	Final Budget	Actual Amounts	Variance Positive (Negative)
REVENUES			
Taxes:			
Property	\$ 4,478,226	\$ 4,559,005	\$ 80,779
Special assessments	-	-	-
Intergovernmental	5,445	5,445	-
Charges for services	-	-	-
Investment income	25,000	67,315	42,315
Contributions from property owners	-	-	-
Miscellaneous	283,282	283,141	(141)
Total revenues	<u>4,791,953</u>	<u>4,914,906</u>	<u>122,953</u>
EXPENDITURES			
Current:			
General government	-	-	-
Transportation	-	-	-
Culture and recreation	3,286,777	2,745,727	541,050
Capital outlay	768,760	580,542	188,218
Debt service:			
Principal	955,000	955,000	-
Interest	97,569	97,569	-
Total expenditures	<u>5,108,106</u>	<u>4,378,838</u>	<u>729,268</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(316,153)</u>	<u>536,068</u>	<u>852,221</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	-	-	-
Transfers out	(363,878)	(329,075)	34,803
Sale of capital assets	2,100	2,100	-
Total other financing sources (uses)	<u>(361,778)</u>	<u>(326,975)</u>	<u>34,803</u>
Net change in fund balances	<u>(677,931)</u>	<u>209,093</u>	<u>887,024</u>
Fund balances - beginning	1,350,769	1,288,218	(62,551)
Change in inventories of supplies	-	-	-
Fund balances - ending	<u>\$ 672,838</u>	<u>\$ 1,497,311</u>	<u>\$ 824,473</u>

SLC Public Transit MSTU			Port		
Final Budget	Actual Amounts	Variance Positive (Negative)	Final Budget	Actual Amounts	Variance Positive (Negative)
\$ 2,459,603	\$ 2,498,773	\$ 39,170	\$ -	\$ -	\$ -
-	-	-	18,169	21,219	3,050
10,638,108	5,483,877	(5,154,231)	1,059,579	809,645	(249,934)
65,600	61,314	(4,286)	-	144,855	144,855
4,000	79,222	75,222	3,500	66,441	62,941
5,000	-	(5,000)	-	-	-
224	10,413	10,189	732,677	226,047	(506,630)
13,172,535	8,133,599	(5,038,936)	1,813,925	1,268,207	(545,718)
-	-	-	102	102	-
13,204,806	6,529,080	6,675,726	1,440,310	1,031,801	408,509
-	-	-	-	-	-
1,203,588	948,250	255,338	288,822	22,627	266,195
-	-	-	32,420	32,420	-
-	-	-	22,937	22,937	-
14,408,394	7,477,330	6,931,064	1,784,591	1,109,887	674,704
(1,235,859)	656,269	1,892,128	29,334	158,320	128,986
-	-	-	322,298	322,298	-
(81,757)	(70,747)	11,010	(323,511)	(323,040)	471
-	-	-	-	-	-
(81,757)	(70,747)	11,010	(1,213)	(742)	471
(1,317,616)	585,522	1,903,138	28,121	157,578	129,457
2,234,585	1,363,924	(870,661)	1,671,753	860,158	(811,595)
-	-	-	-	-	-
\$ 916,969	\$ 1,949,446	\$ 1,032,477	\$ 1,699,874	\$ 1,017,736	\$ (682,138)

St. Lucie County, Florida
Budgetary Comparison Schedules
Governmental Funds
For the Year Ended September 30, 2019

	Airport		
	Final Budget	Actual Amounts	Variance Positive (Negative)
REVENUES			
Taxes:			
Property	\$ -	\$ -	\$ -
Intergovernmental	2,838,531	2,010,044	(828,487)
Charges for services	433,211	468,396	35,185
Investment income	3,000	27,687	24,687
Miscellaneous	82,500	5,511	(76,989)
Total revenues	<u>3,357,242</u>	<u>2,511,638</u>	<u>(845,604)</u>
EXPENDITURES			
Current:			
General government	-	-	-
Transportation	1,308,833	1,180,392	128,441
Human services	-	-	-
Capital outlay	4,469,624	2,061,768	2,407,856
Total expenditures	<u>5,778,457</u>	<u>3,242,160</u>	<u>2,536,297</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(2,421,215)</u>	<u>(730,522)</u>	<u>1,690,693</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	1,547,669	1,547,669	-
Transfers out	(82,500)	-	82,500
Sale of capital assets	4,700	4,700	-
Total other financing sources (uses)	<u>1,469,869</u>	<u>1,552,369</u>	<u>82,500</u>
Net change in fund balances	<u>(951,346)</u>	<u>821,847</u>	<u>1,773,193</u>
Fund balances - beginning	1,545,015	747,839	(797,176)
Change in inventories of supplies	-	-	-
Fund balances - ending	<u>\$ 593,669</u>	<u>\$ 1,569,686</u>	<u>\$ 976,017</u>

Mosquito Control			Impact Fee Collections		
Final Budget	Actual Amounts	Variance Positive (Negative)	Final Budget	Actual Amounts	Variance Positive (Negative)
\$ 4,111,656	\$ 4,172,890	\$ 61,234	\$ -	\$ -	\$ -
5,326,712	3,530,956	(1,795,756)	-	-	-
-	-	-	-	-	-
38,238	231,733	193,495	-	4,833	4,833
-	32,230	32,230	1,500	30,882	29,382
9,476,606	7,967,809	(1,508,797)	1,500	35,715	34,215
364,097	364,097	-	40,399	450	39,949
-	-	-	-	-	-
3,576,352	2,961,269	615,083	-	-	-
88,256	68,056	20,200	-	-	-
4,028,705	3,393,422	635,283	40,399	450	39,949
5,447,901	4,574,387	(873,514)	(38,899)	35,265	74,164
-	-	-	-	-	-
(150,921)	(118,170)	32,751	-	-	-
61,075	61,075	-	-	-	-
(89,846)	(57,095)	32,751	-	-	-
5,358,055	4,517,292	(840,763)	(38,899)	35,265	74,164
1,323,971	1,485,922	161,951	96,110	96,110	-
-	23,032	23,032	-	-	-
\$ 6,682,026	\$ 6,026,246	\$ (655,780)	\$ 57,211	\$ 131,375	\$ 74,164

St. Lucie County, Florida
Budgetary Comparison Schedules
Governmental Funds
For the Year Ended September 30, 2019

	Plan Maintenance RAD		
	Final Budget	Actual Amounts	Variance Positive (Negative)
REVENUES			
Taxes:			
Property	\$ -	\$ -	\$ -
Tourist	-	-	-
Charges for services	-	-	-
Investment income	-	10,291	10,291
Contributions from property owners	417,960	315,218	(102,742)
Miscellaneous	-	-	-
Total revenues	<u>417,960</u>	<u>325,509</u>	<u>(92,451)</u>
EXPENDITURES			
Current:			
General government	-	-	-
Public safety	426,504	313,015	113,489
Economic environment	-	-	-
Capital outlay	2,201	2,201	-
Total expenditures	<u>428,705</u>	<u>315,216</u>	<u>113,489</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(10,745)</u>	<u>10,293</u>	<u>21,038</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	-	-	-
Transfers out	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	<u>(10,745)</u>	<u>10,293</u>	<u>21,038</u>
Fund balances - beginning	97,744	33,147	(64,597)
Change in inventories of supplies	-	-	-
Fund balances - ending	<u>\$ 86,999</u>	<u>\$ 43,440</u>	<u>\$ (43,559)</u>

Tourism Development 1st, 2nd, 3rd and 5th Cent			Court Facility		
Final Budget	Actual Amounts	Variance Positive (Negative)	Final Budget	Actual Amounts	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
849,642	1,104,157	254,515	-	-	-
-	-	-	630,983	693,834	62,851
550	100,104	99,554	1,000	7,502	6,502
8,507	8,507	-	-	-	-
12,000	19,159	7,159	-	-	-
870,699	1,231,927	361,228	631,983	701,336	69,353
61,868	61,868	-	17,494	-	17,494
-	-	-	-	-	-
808,274	746,912	61,362	-	-	-
135,000	135,000	-	278,947	-	278,947
1,005,142	943,780	61,362	296,441	-	296,441
(134,443)	288,147	422,590	335,542	701,336	365,794
-	-	-	31,800	31,800	-
(20,031)	(25,613)	(5,582)	(520,991)	(518,298)	2,693
(20,031)	(25,613)	(5,582)	(489,191)	(486,498)	2,693
(154,474)	262,534	417,008	(153,649)	214,838	368,487
2,468,570	2,468,570	-	153,649	153,649	-
-	-	-	-	-	-
\$ 2,314,096	\$ 2,731,104	\$ 417,008	\$ -	\$ 368,487	\$ 368,487

St. Lucie County, Florida
Budgetary Comparison Schedules
Governmental Funds
For the Year Ended September 30, 2019

	<u>SLC Housing Finance Authority</u>		
	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance Positive (Negative)</u>
REVENUES			
Taxes:			
Property	\$ -	\$ -	\$ -
Licenses and permits	-	-	-
Intergovernmental	-	-	-
Charges for services	-	-	-
Investment income	227	4,439	4,212
Miscellaneous	4,739	13,385	8,646
	<u>4,966</u>	<u>17,824</u>	<u>12,858</u>
Total revenues	<u>4,966</u>	<u>17,824</u>	<u>12,858</u>
EXPENDITURES			
Current:			
General government	14,429	3,924	10,505
Physical environment	-	-	-
Court-related	-	-	-
Capital outlay	50,000	-	50,000
	<u>64,429</u>	<u>3,924</u>	<u>60,505</u>
Total expenditures	<u>64,429</u>	<u>3,924</u>	<u>60,505</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(59,463)</u>	<u>13,900</u>	<u>73,363</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	-	-	-
Transfers out	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	<u>(59,463)</u>	<u>13,900</u>	<u>73,363</u>
Fund balances - beginning	103,344	103,844	500
Change in inventories of supplies	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>
Fund balances - ending	<u>\$ 43,881</u>	<u>\$ 117,744</u>	<u>\$ 73,863</u>

Environmental Land Acquisitions			Court Administrator		
Final Budget	Actual Amounts	Variance Positive (Negative)	Final Budget	Actual Amounts	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	3,450	3,450
205,746	-	(205,746)	595,022	616,780	21,758
-	-	-	96,950	87,545	(9,405)
100	21,538	21,438	6,500	88,760	82,260
65,000	49,768	(15,232)	-	30	30
270,846	71,306	(199,540)	698,472	796,565	98,093
-	-	-	6,094	6,094	-
15,000	-	15,000	-	-	-
-	-	-	961,780	892,593	69,187
220,000	-	220,000	-	-	-
235,000	-	235,000	967,874	898,687	69,187
35,846	71,306	35,460	(269,402)	(102,122)	167,280
-	-	-	498,175	407,631	(90,544)
-	-	-	(230,906)	(140,362)	90,544
-	-	-	267,269	267,269	-
35,846	71,306	35,460	(2,133)	165,147	167,280
517,559	517,559	-	2,184,810	2,185,024	214
-	-	-	-	-	-
\$ 553,405	\$ 588,865	\$ 35,460	\$ 2,182,677	\$ 2,350,171	\$ 167,494

St. Lucie County, Florida
Budgetary Comparison Schedules
Governmental Funds
For the Year Ended September 30, 2019

	Erosion Control		
	Final Budget	Actual Amounts	Variance Positive (Negative)
REVENUES			
Taxes:			
Property	\$ 1,795,519	\$ 1,825,347	\$ 29,828
Licenses and permits	-	-	-
Intergovernmental	8,487,838	545,452	(7,942,386)
Investment income	7,000	273,963	266,963
Contributions from property owners	84,858	84,858	-
Miscellaneous	-	-	-
Total revenues	<u>10,375,215</u>	<u>2,729,620</u>	<u>(7,645,595)</u>
EXPENDITURES			
Current:			
General government	76,905	76,905	-
Physical environment	11,893,529	968,924	10,924,605
Transportation	583,622	219,254	364,368
Economic environment	-	-	-
Culture and recreation	-	-	-
Capital outlay	-	-	-
Total expenditures	<u>12,554,056</u>	<u>1,265,083</u>	<u>11,288,973</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(2,178,841)</u>	<u>1,464,537</u>	<u>3,643,378</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	137,000	137,000	-
Transfers out	(58,432)	(51,646)	6,786
Total other financing sources (uses)	<u>78,568</u>	<u>85,354</u>	<u>6,786</u>
Net change in fund balances	<u>(2,100,273)</u>	<u>1,549,891</u>	<u>3,650,164</u>
Fund balances - beginning	5,762,976	5,493,320	(269,656)
Change in inventories of supplies	-	-	-
Fund balances - ending	<u>\$ 3,662,703</u>	<u>\$ 7,043,211</u>	<u>\$ 3,380,508</u>

Housing Assistance SHIP			Boating Improvement Projects		
Final Budget	Actual Amounts	Variance Positive (Negative)	Final Budget	Actual Amounts	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	66,425	104,755	38,330
482,424	296,822	(185,602)	-	23,250	23,250
10,044	39,488	29,444	1,500	37,160	35,660
-	-	-	-	-	-
-	43,280	43,280	4,900	4,900	-
492,468	379,590	(112,878)	72,825	170,065	97,240
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
492,468	317,676	174,792	-	-	-
-	-	-	91,394	88,733	2,661
-	-	-	262,348	3,420	258,928
492,468	317,676	174,792	353,742	92,153	261,589
-	61,914	61,914	(280,917)	77,912	358,829
-	18,367	18,367	-	-	-
(13,195)	(15,078)	(1,883)	(5,800)	-	5,800
(13,195)	3,289	16,484	(5,800)	-	5,800
(13,195)	65,203	78,398	(286,717)	77,912	364,629
13,195	301,784	288,589	988,053	988,053	-
-	-	-	-	-	-
\$ -	\$ 366,987	\$ 366,987	\$ 701,336	\$ 1,065,965	\$ 364,629

St. Lucie County, Florida
Budgetary Comparison Schedules
Governmental Funds
For the Year Ended September 30, 2019

	Bluefield Ranch Improvements		
	Final Budget	Actual Amounts	Variance Positive (Negative)
REVENUES			
Taxes:			
Property	\$ -	\$ -	\$ -
Intergovernmental	-	-	-
Charges for services	28	89	61
Investment income	1,500	5,498	3,998
Miscellaneous	-	-	-
Total revenues	<u>1,528</u>	<u>5,587</u>	<u>4,059</u>
EXPENDITURES			
Current:			
Physical environment	108	-	108
Economic environment	-	-	-
Culture and recreation	-	-	-
Capital outlay	-	-	-
Debt Service:			
Total expenditures	<u>108</u>	<u>-</u>	<u>108</u>
Excess (deficiency) of revenues over (under) expenditures	<u>1,420</u>	<u>5,587</u>	<u>4,167</u>
OTHER FINANCING SOURCES (USES)			
Transfers out	-	-	-
Sale of capital assets	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	1,420	5,587	4,167
Fund balances - beginning	139,790	139,790	-
Change in inventories of supplies	-	-	-
Fund balances - ending	<u>\$ 141,210</u>	<u>\$ 145,377</u>	<u>\$ 4,167</u>

Florida Housing Grant			Sports Complex		
Final Budget	Actual Amounts	Variance Positive (Negative)	Final Budget	Actual Amounts	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1,357,825	404,053	(953,772)	-	-	-
-	-	-	14,344	26,717	12,373
-	1,010	1,010	10,000	21,455	11,455
-	66,460	66,460	2,137,053	2,237,153	100,100
1,357,825	471,523	(886,302)	2,161,397	2,285,325	123,928
-	-	-	-	-	-
1,357,825	584,233	773,592	-	-	-
-	-	-	2,422,940	2,324,959	97,981
-	-	-	226,576	188,703	37,873
1,357,825	584,233	773,592	2,649,516	2,513,662	135,854
-	(112,710)	(112,710)	(488,119)	(228,337)	259,782
(15,883)	(34,250)	(18,367)	-	-	-
-	-	-	4,425	4,425	-
(15,883)	(34,250)	(18,367)	4,425	4,425	-
(15,883)	(146,960)	(131,077)	(483,694)	(223,912)	259,782
15,883	175,755	159,872	483,694	483,694	-
-	-	-	-	-	-
\$ -	\$ 28,795	\$ 28,795	\$ -	\$ 259,782	\$ 259,782

St. Lucie County, Florida
Budgetary Comparison Schedules
Governmental Funds
For the Year Ended September 30, 2019

	SLC Sustainability District		
	Final Budget	Actual Amounts	Variance Positive (Negative)
REVENUES			
Taxes:			
Property	\$ -	\$ -	\$ -
Special assessments	120,800	135,707	14,907
Charges for services	-	3,249	3,249
Fines and forfeitures	-	-	-
Investment income	-	1,598	1,598
Total revenues	<u>120,800</u>	<u>140,554</u>	<u>19,754</u>
EXPENDITURES			
Current:			
Public safety	-	-	-
Physical environment	261,700	170,748	90,952
Culture and recreation	-	-	-
Principal	100,000	86,098	13,902
Interest	-	54,012	(54,012)
Other	-	4,733	(4,733)
Total expenditures	<u>361,700</u>	<u>315,591</u>	<u>46,109</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(240,900)</u>	<u>(175,037)</u>	<u>65,863</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	-	-	-
Transfers out	-	(1,193)	(1,193)
Issuance of long-term debt	250,000	162,453	(87,547)
Total other financing sources (uses)	<u>250,000</u>	<u>161,260</u>	<u>(88,740)</u>
Net change in fund balances	9,100	(13,777)	(22,877)
Fund balances - beginning	-	25,238	25,238
Change in inventories of supplies	-	-	-
Fund balances - ending	<u>\$ 9,100</u>	<u>\$ 11,461</u>	<u>\$ 2,361</u>

Law Enforcement			SLC Art in Public Places		
Final Budget	Actual Amounts	Variance Positive (Negative)	Final Budget	Actual Amounts	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
-	-	-	-	-	-
94,975	50,000	(44,975)	-	-	-
500	1,343	843	190	4,827	4,637
95,475	51,343	(44,132)	190	4,827	4,637
-	6	(6)	-	-	-
-	-	-	-	-	-
-	-	-	10,047	-	10,047
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	6	(6)	10,047	-	10,047
95,475	51,337	(44,138)	(9,857)	4,827	14,684
-	-	-	175,128	-	(175,128)
(97,370)	(50,194)	47,176	-	-	-
-	-	-	-	-	-
(97,370)	(50,194)	47,176	175,128	-	(175,128)
(1,895)	1,143	3,038	165,271	4,827	(160,444)
1,895	1,895	-	122,791	122,791	-
-	-	-	-	-	-
\$ -	\$ 3,038	\$ 3,038	\$ 288,062	\$ 127,618	\$ (160,444)

St. Lucie County, Florida
Budgetary Comparison Schedules
Governmental Funds
For the Year Ended September 30, 2019

	SLC Economic Development		
	Final Budget	Actual Amounts	Variance Positive (Negative)
REVENUES			
Taxes:			
Property	\$ -	\$ -	-
Local business	55,195	59,329	4,134
Intergovernmental	-	-	-
Charges for services	-	-	-
Investment income	-	932	932
Miscellaneous	-	-	-
Total revenues	<u>55,195</u>	<u>60,261</u>	<u>5,066</u>
EXPENDITURES			
Current:			
General government	55,366	25,000	30,366
Public safety	-	-	-
Court-related	-	-	-
Capital outlay	-	-	-
Total expenditures	<u>55,366</u>	<u>25,000</u>	<u>30,366</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(171)</u>	<u>35,261</u>	<u>35,432</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	-	-	-
Transfers out	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	<u>(171)</u>	<u>35,261</u>	<u>35,432</u>
Fund balances - beginning	19,862	19,862	-
Change in inventories of supplies	-	-	-
Fund balances - ending	<u>\$ 19,691</u>	<u>\$ 55,123</u>	<u>\$ 35,432</u>

Clerk of the Circuit Court			Sheriff		
Final Budget	Actual Amounts	Variance Positive (Negative)	Final Budget	Actual Amounts	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
-	-	-	5,349,912	4,171,961	(1,177,951)
800,000	774,784	(25,216)	1,988,161	1,988,161	-
11,500	15,997	4,497	15,401	15,401	-
20,000	16,604	(3,396)	-	-	-
831,500	807,385	(24,115)	7,353,474	6,175,523	(1,177,951)
-	-	-	-	-	-
-	-	-	9,032,379	9,032,379	-
1,364,774	738,500	626,274	-	-	-
6,726	9,627	(2,901)	531,089	531,089	-
1,371,500	748,127	623,373	9,563,468	9,563,468	-
(540,000)	59,258	599,258	(2,209,994)	(3,387,945)	(1,177,951)
-	-	-	3,483,468	4,123,228	639,760
-	-	-	(1,360,000)	(1,294,000)	66,000
-	-	-	2,123,468	2,829,228	705,760
(540,000)	59,258	599,258	(86,526)	(558,717)	(472,191)
540,000	576,735	36,735	1,185,581	1,185,581	-
-	-	-	-	-	-
\$ -	\$ 635,993	\$ 635,993	\$ 1,099,055	\$ 626,864	\$ (472,191)

St. Lucie County, Florida
Budgetary Comparison Schedules
Governmental Funds
For the Year Ended September 30, 2019

	Supervisor of Elections		
	Final Budget	Actual Amounts	Variance Positive (Negative)
REVENUES			
Intergovernmental	\$ -	\$ -	-
Investment income	234	234	-
Total revenues	<u>234</u>	<u>234</u>	<u>-</u>
EXPENDITURES			
Current:			
General government	52,390	52,390	-
Capital outlay	201,300	201,300	-
Total expenditures	<u>253,690</u>	<u>253,690</u>	<u>-</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(253,456)</u>	<u>(253,456)</u>	<u>-</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	<u>(253,456)</u>	<u>(253,456)</u>	<u>-</u>
Fund balances - beginning	253,456	253,456	-
Change in inventories of supplies	-	-	-
Fund balances - ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>-</u></u>



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St. Lucie County, Florida
Budgetary Comparison Schedule
Governmental Funds
For the Year Ended September 30, 2019

	Impact Fees I & S		
	Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Property	\$ -	\$ -	\$ -
Intergovernmental	-	-	-
Investment income	-	-	-
Miscellaneous	-	-	-
Total revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt service:			
Principal	125,000	130,000	(5,000)
Interest	39,648	42,110	(2,462)
Other	-	-	-
Total expenditures	<u>164,648</u>	<u>172,110</u>	<u>(7,462)</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(164,648)</u>	<u>(172,110)</u>	<u>(7,462)</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	<u>164,648</u>	<u>164,648</u>	<u>-</u>
Total other financing sources (uses)	<u>164,648</u>	<u>164,648</u>	<u>-</u>
Net change in fund balances	-	(7,462)	(7,462)
Fund balances - beginning	<u>21,507</u>	<u>21,507</u>	<u>-</u>
Fund balances - ending	<u>\$ 21,507</u>	<u>\$ 14,045</u>	<u>\$ (7,462)</u>

Sales Tax Revenue Bonds I & S			County Capital I & S		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3,796,511	3,994,531	198,020	-	-	-
6,588	182,730	176,142	14,348	64,473	50,125
-	-	-	-	-	-
3,803,099	4,177,261	374,162	14,348	64,473	50,125
2,640,000	2,640,000	-	1,006,239	1,006,239	-
2,093,000	2,093,000	-	2,460	27,786	(25,326)
2,000	18,325	(16,325)	-	-	-
4,735,000	4,751,325	(16,325)	1,008,699	1,034,025	(25,326)
(931,901)	(574,064)	357,837	(994,351)	(969,552)	24,799
868,298	868,298	-	1,155,971	1,155,971	-
868,298	868,298	-	1,155,971	1,155,971	-
(63,603)	294,234	357,837	161,620	186,419	24,799
753,839	988,246	234,407	510,063	510,063	-
\$ 690,236	\$ 1,282,480	\$ 592,244	\$ 671,683	\$ 696,482	\$ 24,799

St. Lucie County, Florida
Budgetary Comparison Schedule
Governmental Funds
For the Year Ended September 30, 2019

	<u>Transportation I & S</u>		
	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
REVENUES			
Intergovernmental	\$ -	\$ -	\$ -
Fines and forfeitures	-	-	-
Investment income	3,040	15,866	12,826
Total revenues	<u>3,040</u>	<u>15,866</u>	<u>12,826</u>
EXPENDITURES			
Current:			
Debt service:			
Principal	1,025,000	1,025,000	-
Interest	231,404	231,404	-
Other	5,000	-	5,000
Total expenditures	<u>1,261,404</u>	<u>1,256,404</u>	<u>5,000</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(1,258,364)</u>	<u>(1,240,538)</u>	<u>17,826</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	1,197,882	1,197,882	-
Total other financing sources (uses)	<u>1,197,882</u>	<u>1,197,882</u>	<u>-</u>
Net change in fund balances	(60,482)	(42,656)	17,826
Fund balances - beginning	60,482	60,482	-
Fund balances - ending	<u>\$ -</u>	<u>\$ 17,826</u>	<u>\$ 17,826</u>

Capital Improvement Revenue Refunding 2014			Cap Impr Rev Bonds Series 2016 Jail		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
\$ 1,071,586	\$ 1,071,586	\$ -	\$ -	\$ -	\$ -
324,810	293,879	(30,931)	-	-	-
-	49,992	49,992	-	12,415	12,415
1,396,396	1,415,457	19,061	-	12,415	12,415
1,115,000	1,115,000	-	190,000	200,000	(10,000)
170,146	170,146	-	83,070	73,060	10,010
2,000	-	2,000	-	-	-
1,287,146	1,285,146	2,000	273,070	273,060	10
109,250	130,311	21,061	(273,070)	(260,645)	12,425
-	-	-	295,826	295,826	-
-	-	-	295,826	295,826	-
109,250	130,311	21,061	22,756	35,181	12,425
58,556	58,556	-	52,553	52,553	-
\$ 167,806	\$ 188,867	\$ 21,061	\$ 75,309	\$ 87,734	\$ 12,425

St. Lucie County, Florida
Budgetary Comparison Schedule
Governmental Funds
For the Year Ended September 30, 2019

	Capital Imp Rev Bonds 2015		
	Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Investment income	\$ -	\$ 391	\$ 391
Miscellaneous	477,693	455,907	(21,786)
Total revenues	<u>477,693</u>	<u>456,298</u>	<u>(21,395)</u>
EXPENDITURES			
Debt service:			
Principal	290,000	290,000	-
Interest	165,907	165,907	-
Total expenditures	<u>455,907</u>	<u>455,907</u>	<u>-</u>
Excess (deficiency) of revenues over (under) expenditures	<u>21,786</u>	<u>391</u>	<u>(21,395)</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	21,786	391	(21,395)
Fund balances - beginning	<u>5,256</u>	<u>5,256</u>	<u>-</u>
Fund balances - ending	<u>\$ 27,042</u>	<u>\$ 5,647</u>	<u>\$ (21,395)</u>

Lease Purchase FPL 2015			Lease Purchase Motorola		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
\$ -	\$ 16,282	\$ 16,282	\$ -	\$ 2,388	\$ 2,388
-	-	-	-	-	-
-	16,282	16,282	-	2,388	2,388
716,424	716,423	1	382,997	382,955	42
186,336	186,335	1	316,230	316,230	-
902,760	902,758	2	699,227	699,185	42
(902,760)	(886,476)	16,284	(699,227)	(696,797)	2,430
1,046,661	1,046,661	-	699,227	699,227	-
1,046,661	1,046,661	-	699,227	699,227	-
143,901	160,185	16,284	-	2,430	2,430
162,087	162,087	-	60,722	60,722	-
\$ 305,988	\$ 322,272	\$ 16,284	\$ 60,722	\$ 63,152	\$ 2,430

St. Lucie County, Florida
Budgetary Comparison Schedule
Governmental Funds
For the Year Ended September 30, 2019

	Capital Imp Rev Bond 2016A		
	Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Property	\$ -	\$ -	\$ -
Investment income	-	5,636	5,636
Contributions from property owners	-	-	-
Total revenues	<u>-</u>	<u>5,636</u>	<u>5,636</u>
EXPENDITURES			
Debt service:			
Principal	230,000	245,000	(15,000)
Interest	58,751	51,471	7,280
Total expenditures	<u>288,751</u>	<u>296,471</u>	<u>(7,720)</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(288,751)</u>	<u>(290,835)</u>	<u>(2,084)</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	288,751	288,751	-
Transfers out	-	-	-
Total other financing sources (uses)	<u>288,751</u>	<u>288,751</u>	<u>-</u>
Net change in fund balances	-	(2,084)	(2,084)
Fund balances - beginning	<u>45,868</u>	<u>45,868</u>	<u>-</u>
Fund balances - ending	<u>\$ 45,868</u>	<u>\$ 43,784</u>	<u>\$ (2,084)</u>

Port Taxable Non-Ad Valorem Bond 2017A			Capital Projects I & S		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99	8,885	8,786	-	-	-
-	-	-	-	-	-
99	8,885	8,786	-	-	-
-	-	-	-	-	-
975,071	975,071	-	-	-	-
975,071	975,071	-	-	-	-
(974,972)	(966,186)	8,786	-	-	-
1,056,328	1,056,328	-	-	-	-
-	-	-	(27,169)	(27,169)	-
1,056,328	1,056,328	-	(27,169)	(27,169)	-
81,356	90,142	8,786	(27,169)	(27,169)	-
52,345	52,345	-	27,169	27,169	-
\$ 133,701	\$ 142,487	\$ 8,786	\$ -	\$ -	\$ -

St. Lucie County, Florida
Budgetary Comparison Schedule
Governmental Funds
For the Year Ended September 30, 2019

	Sports Complex Debt		
	Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Taxes:			
Property	\$ -	\$ -	\$ -
Tourist	-	-	-
Special assessments	-	-	-
Intergovernmental	-	-	-
Investment income	-	23,406	23,406
Contributions from property owners	764,897	696,529	(68,368)
Total revenues	<u>764,897</u>	<u>719,935</u>	<u>(44,962)</u>
EXPENDITURES			
Debt service:			
Principal	648,000	648,000	-
Interest	116,897	116,897	-
Other	-	-	-
Total expenditures	<u>764,897</u>	<u>764,897</u>	<u>-</u>
Excess (deficiency) of revenues over (under) expenditures	<u>-</u>	<u>(44,962)</u>	<u>(44,962)</u>
OTHER FINANCING SOURCES (USES)			
Transfers out	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	-	(44,962)	(44,962)
Fund balances - beginning	660,350	660,350	-
Fund balances - ending	<u>\$ 660,350</u>	<u>\$ 615,388</u>	<u>\$ (44,962)</u>

Non-Ad Valorem Bonds Series 2017			N Lennard Road Bonds I and S		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,265,194	3,046,808	781,614	-	-	-
-	-	-	458,290	500,042	41,752
1,154,576	1,154,571	(5)	-	-	-
1,875	142,130	140,255	1,736	65,107	63,371
-	-	-	-	-	-
3,421,645	4,343,509	921,864	460,026	565,149	105,123
1,160,000	1,160,000	-	300,000	300,000	-
2,275,400	2,275,400	-	86,210	104,769	(18,559)
-	-	-	1,000	-	1,000
3,435,400	3,435,400	-	387,210	404,769	(17,559)
(13,755)	908,109	921,864	72,816	160,380	87,564
(70,917)	(70,677)	240	(91,000)	(7,873)	83,127
(70,917)	(70,677)	240	(91,000)	(7,873)	83,127
(84,672)	837,432	922,104	(18,184)	152,507	170,691
2,406,604	2,406,604	-	1,453,083	1,840,314	387,231
\$ 2,321,932	\$ 3,244,036	\$ 922,104	\$ 1,434,899	\$ 1,992,821	\$ 557,922

St. Lucie County, Florida
Budgetary Comparison Schedules
Governmental Funds
For the year ended September 30, 2019

	Impact Fee		
	Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Property	\$ -	\$ -	\$ -
Impact fees	3,923,388	16,571,151	12,647,763
Intergovernmental	3,847,374	4,267,041	419,667
Investment income	180,000	1,613,118	1,433,118
Miscellaneous	-	12,194	12,194
Total revenues	<u>7,950,762</u>	<u>22,463,504</u>	<u>14,512,742</u>
EXPENDITURES			
Current:			
Public safety	-	167	(167)
Culture and recreation	388,612	323,836	64,776
Capital outlay	17,132,070	8,130,254	9,001,816
Total expenditures	<u>17,520,682</u>	<u>8,454,257</u>	<u>9,066,425</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(9,569,920)</u>	<u>14,009,247</u>	<u>23,579,167</u>
OTHER FINANCING SOURCES (USES)			
Transfers out	(929,422)	(929,422)	-
Total other financing sources (uses)	<u>(929,422)</u>	<u>(929,422)</u>	<u>-</u>
Net change in fund balances	(10,499,342)	13,079,825	23,579,167
Fund balances - beginning	33,944,180	28,966,536	(4,977,644)
Fund balances - ending	<u>\$ 23,444,838</u>	<u>\$ 42,046,361</u>	<u>\$ 18,601,523</u>

Sports Complex Capital Projects

	Final Budget	Actual	Variance Positive (Negative)
\$	-	\$ -	\$ -
	-	-	-
	-	-	-
	1,090,562	1,261,656	171,094
	-	-	-
	<u>1,090,562</u>	<u>1,261,656</u>	<u>171,094</u>
	-	-	-
	-	-	-
	50,879,485	15,064,022	35,815,463
	<u>50,879,485</u>	<u>15,064,022</u>	<u>35,815,463</u>
	<u>(49,788,923)</u>	<u>(13,802,366)</u>	<u>35,986,557</u>
	-	-	-
	-	-	-
	<u>(49,788,923)</u>	<u>(13,802,366)</u>	<u>35,986,557</u>
	49,788,923	51,804,750	2,015,827
\$	<u>-</u>	\$ <u>38,002,384</u>	\$ <u>38,002,384</u>

St. Lucie County, Florida
Budgetary Comparison Schedules
Governmental Funds
For the year ended September 30, 2019

	<u>County Capital</u>		
	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
REVENUES			
Taxes:			
Property	\$ 51,970	\$ -	\$ (51,970)
Motor fuel	1,039,395	1,250,877	211,482
Intergovernmental	-	-	-
Investment income	20,000	198,642	178,642
Miscellaneous	75,000	75,000	-
Total revenues	<u>1,186,365</u>	<u>1,524,519</u>	<u>338,154</u>
EXPENDITURES			
Current:			
General government	-	-	-
Physical environment	10,296	10,296	-
Transportation	1,575,000	1,044,045	530,955
Capital outlay	2,073,355	910,599	1,162,756
Total expenditures	<u>3,658,651</u>	<u>1,964,940</u>	<u>1,693,711</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(2,472,286)</u>	<u>(440,421)</u>	<u>2,031,865</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	593,374	593,374	-
Transfers out	(39,570)	-	39,570
Sale of capital assets	216,125	216,125	-
Total other financing sources (uses)	<u>769,929</u>	<u>809,499</u>	<u>39,570</u>
Net change in fund balances	(1,702,357)	369,078	2,071,435
Fund balances - beginning	4,558,188	4,627,352	69,164
Fund balances - ending	<u>\$ 2,855,831</u>	<u>\$ 4,996,430</u>	<u>\$ 2,140,599</u>

County Capital State Revenue Share Bond			County Capital Transportation Bond		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
200,000	228,766	28,766	-	-	-
14,250	102,627	88,377	28,500	49,404	20,904
-	-	-	-	-	-
<u>214,250</u>	<u>331,393</u>	<u>117,143</u>	<u>28,500</u>	<u>49,404</u>	<u>20,904</u>
-	-	-	-	-	-
200,000	-	200,000	-	-	-
-	-	-	-	-	-
28,350	-	28,350	690,864	364,006	326,858
<u>228,350</u>	<u>-</u>	<u>228,350</u>	<u>690,864</u>	<u>364,006</u>	<u>326,858</u>
(14,100)	331,393	345,493	(662,364)	(314,602)	347,762
-	-	-	-	-	-
-	-	-	(109,421)	-	109,421
-	-	-	-	-	-
<u>-</u>	<u>-</u>	<u>-</u>	<u>(109,421)</u>	<u>-</u>	<u>109,421</u>
(14,100)	331,393	345,493	(771,785)	(314,602)	457,183
2,386,252	2,386,252	-	1,415,064	1,415,064	-
<u>\$ 2,372,152</u>	<u>\$ 2,717,645</u>	<u>\$ 345,493</u>	<u>\$ 643,279</u>	<u>\$ 1,100,462</u>	<u>\$ 457,183</u>

St. Lucie County, Florida
Budgetary Comparison Schedules
Governmental Funds
For the year ended September 30, 2019

	Infrastructure Surtax Capital		
	Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Discretionary sales surtaxes	\$ 5,603,559	\$ 5,949,774	\$ 346,215
Investment income	-	67,887	67,887
Total revenues	<u>5,603,559</u>	<u>6,017,661</u>	<u>414,102</u>
EXPENDITURES			
Transportation	3,038,559	1,966,806	1,071,753
Capital outlay	2,315,000	963,332	1,351,668
Total expenditures	<u>5,353,559</u>	<u>2,930,138</u>	<u>2,423,421</u>
Excess (deficiency) of revenues over (under) expenditures	<u>250,000</u>	<u>3,087,523</u>	<u>2,837,523</u>
OTHER FINANCING SOURCES (USES)			
Inception of capital lease	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	250,000	3,087,523	2,837,523
Fund balances - beginning	-	-	-
Fund balances - ending	<u>\$ 250,000</u>	<u>\$ 3,087,523</u>	<u>\$ 2,837,523</u>

Jail Security Upgrade			Capital Improvement Revenue Bonds 2015		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	597	597	-	13,662	13,662
-	597	597	-	13,662	13,662
-	-	-	-	-	-
14,584	-	14,584	1,363,750	1,150,295	213,455
14,584	-	14,584	1,363,750	1,150,295	213,455
(14,584)	597	15,181	(1,363,750)	(1,136,633)	227,117
-	-	-	-	-	-
-	-	-	-	-	-
(14,584)	597	15,181	(1,363,750)	(1,136,633)	227,117
14,584	14,584	-	1,410,675	1,410,675	-
\$ -	\$ 15,181	\$ 15,181	\$ 46,925	\$ 274,042	\$ 227,117

St. Lucie County, Florida
Budgetary Comparison Schedules
Governmental Funds
For the year ended September 30, 2019

	Energy Efficiency FPL 2015		
	Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Taxes:			
Property	\$ -	\$ -	\$ -
Intergovernmental	-	-	-
Investment income	7	5	(2)
Contributions from property owners	-	-	-
Total revenues	<u>7</u>	<u>5</u>	<u>(2)</u>
EXPENDITURES			
Current:			
General government	-	-	-
Transportation	-	-	-
Capital outlay	-	-	-
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficiency) of revenues over (under) expenditures	<u>7</u>	<u>5</u>	<u>(2)</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	-	-	-
Transfers out	(315)	(313)	2
Issuance of long-term debt	-	-	-
Total other financing sources (uses)	<u>(315)</u>	<u>(313)</u>	<u>2</u>
Net change in fund balances	(308)	(308)	-
Fund balances - beginning	<u>308</u>	<u>308</u>	<u>-</u>
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Cap Imp Rev Bond 2016A Construction			Sports Complex Improvements		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6,144,348	387,817	(5,756,531)	-	-	-
-	82,938	82,938	950	25,619	24,669
-	-	-	75,000	75,000	-
6,144,348	470,755	(5,673,593)	75,950	100,619	24,669
-	-	-	2,555	2,555	-
-	35,143	(35,143)	-	-	-
8,536,583	1,381,640	7,154,943	38,451	26,886	11,565
8,536,583	1,416,783	7,119,800	41,006	29,441	11,565
(2,392,235)	(946,028)	1,446,207	34,944	71,178	36,234
-	-	-	200,000	200,000	-
-	-	-	-	-	-
2,544,544	2,628,210	83,666	-	-	-
2,544,544	2,628,210	83,666	200,000	200,000	-
152,309	1,682,182	1,529,873	234,944	271,178	36,234
-	(177,885)	(177,885)	468,723	468,723	-
\$ 152,309	\$ 1,504,297	\$ 1,351,988	\$ 703,667	\$ 739,901	\$ 36,234

St. Lucie County, Florida
Budgetary Comparison Schedules
Governmental Funds
For the year ended September 30, 2019

	Environmental Land Capital		
	Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Taxes:			
Property	\$ -	\$ -	\$ -
Intergovernmental	-	1,683,986	1,683,986
Investment income	-	80,775	80,775
Contributions from property owners	-	-	-
Miscellaneous	2,850	8,641	5,791
Total revenues	<u>2,850</u>	<u>1,773,402</u>	<u>1,770,552</u>
EXPENDITURES			
Current:			
General government	653	653	-
Transportation	-	-	-
Debt service:			
Principal	-	-	-
Interest	-	-	-
Other	-	-	-
Total expenditures	<u>653</u>	<u>653</u>	<u>-</u>
Excess (deficiency) of revenues over (under) expenditures	<u>2,197</u>	<u>1,772,749</u>	<u>1,770,552</u>
OTHER FINANCING SOURCES (USES)			
Transfers out	-	-	-
Issuance of long-term debt	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	2,197	1,772,749	1,770,552
Fund balances - beginning	396,126	396,126	-
Fund balances - ending	<u>\$ 398,323</u>	<u>\$ 2,168,875</u>	<u>\$ 1,770,552</u>

MSBU Internal Financed Projects			MSBU External Financed Projects		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
15,048	30,477	15,429	9,850	36,682	26,832
268,313	56,187	(212,126)	940,000	843,691	(96,309)
-	-	-	-	59,833	59,833
<u>283,361</u>	<u>86,664</u>	<u>(196,697)</u>	<u>949,850</u>	<u>940,206</u>	<u>(9,644)</u>
-	-	-	-	-	-
296,500	242,004	54,496	4,146,129	587,677	3,558,452
-	-	-	221,000	-	221,000
-	9,861	(9,861)	19,854	-	19,854
-	-	-	14,000	-	14,000
<u>296,500</u>	<u>251,865</u>	<u>44,635</u>	<u>4,400,983</u>	<u>587,677</u>	<u>3,813,306</u>
<u>(13,139)</u>	<u>(165,201)</u>	<u>(152,062)</u>	<u>(3,451,133)</u>	<u>352,529</u>	<u>3,803,662</u>
(27,181)	(931)	26,250	(58,232)	(12,981)	45,251
270,000	-	(270,000)	2,400,700	-	(2,400,700)
<u>242,819</u>	<u>(931)</u>	<u>(243,750)</u>	<u>2,342,468</u>	<u>(12,981)</u>	<u>(2,355,449)</u>
229,680	(166,132)	(395,812)	(1,108,665)	339,548	1,448,213
634,328	665,010	30,682	1,188,525	1,188,525	-
<u>\$ 864,008</u>	<u>\$ 498,878</u>	<u>\$ (365,130)</u>	<u>\$ 79,860</u>	<u>\$ 1,528,073</u>	<u>\$ 1,448,213</u>

ST. LUCIE COUNTY - BOARD
Budget Comparison Report

	PRIOR YEAR BUDGET 19	PRIOR YEAR ACTUAL 19	CURRENT YEAR BUDGET 20	CURRENT YEAR ACTUAL 20	FY2019 APPD19	FY2019 APPD19
129 Parks MSTU Fund						
7210 Regional Parks & Stadiums						
177614 Lakewood Reg Park Water Connection						
563000 Infrastructure	4,250.00	0.00	0.00	0.00	300,000.00	300,000.00
177615 Lakewood Reg Pk Baseball Field Reno						
563000 Infrastructure	0.00	0.00	30,000.00	0.00	60,000.00	60,000.00
177620 Lawnwood Baseball Irrigation/Draina						
563000 Infrastructure	0.00	0.00	0.00	0.00	245,892.00	245,892.00
177621 Lawnwood Tennis Courts Resurfaced						
546200 Maintenance Improvement Projec	20,000.00	14,950.00	0.00	0.00	20,000.00	20,000.00
197603 Lawnwood Softball Renovations						
563000 Infrastructure	0.00	0.00	0.00	0.00	50,000.00	50,000.00
197620 Horatio Grisby ADA Improvements						
563000 Infrastructure	29,680.00	0.00	35,046.00	31,860.00	0.00	0.00
700 Culture/Recreation						
546200 Maintenance Improvement Projec	75,000.00	74,489.00	0.00	0.00	0.00	0.00
563000 Infrastructure	0.00	0.00	0.00	0.00	90,000.00	90,000.00
564000 Machinery & Equipment	88,195.00	88,152.35	0.00	0.00	86,295.00	86,295.00
581000 Grants & Aids to Governmental	16,124.00	149,833.00	0.00	0.00	12,538.00	12,538.00
581085 City of Port St. Lucie	2,348,580.00	1,957,150.00	0.00	0.00	1,896,735.00	1,896,735.00
581090 City of Ft Pierce	601,632.00	501,360.00	0.00	0.00	454,324.00	454,324.00
720000 Parks & Recreation						
546200 Maintenance Improvement Projec	0.00	0.00	51,850.00	51,320.00	0.00	0.00
581000 Grants & Aids to Governmental	0.00	0.00	15,855.00	14,619.00	0.00	0.00
581085 City of Port St. Lucie	0.00	0.00	2,309,437.00	2,129,353.00	0.00	0.00
581090 City of Ft Pierce	0.00	0.00	591,604.00	545,929.00	0.00	0.00
75022 Parking Lot Resurfacing						
546200 Maintenance Improvement Projec	27,000.00	26,049.00	951.00	0.00	0.00	0.00
75107 Lawnwood Tennis Courts Resurfaced						
546200 Maintenance Improvement Projec	0.00	0.00	20,150.00	0.00	0.00	0.00
FUND TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	3,088,336.00	2,723,731.00	2,989,847.00	2,741,221.00	2,383,597.00	2,383,597.00
Total Capital Expense	122,125.00	88,152.35	65,046.00	31,860.00	832,187.00	832,187.00
FUND TOTAL EXPENSES	3,210,461.00	2,811,883.35	3,054,893.00	2,773,081.00	3,215,784.00	3,215,784.00
FUND TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
FUND NET	3,210,461.00-	2,811,883.35-	3,054,893.00-	2,773,081.00-	3,215,784.00-	3,215,784.00-

	PRIOR YEAR BUDGET 19	PRIOR YEAR ACTUAL 19	CURRENT YEAR BUDGET 20	CURRENT YEAR ACTUAL 20	FY2019 APPD19	FY2019 APPD19
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	3,088,336.00	2,723,731.00	2,989,847.00	2,741,221.00	2,383,597.00	2,383,597.00
Total Capital Expense	122,125.00	88,152.35	65,046.00	31,860.00	832,187.00	832,187.00
TOTAL EXPENSES	3,210,461.00	2,811,883.35	3,054,893.00	2,773,081.00	3,215,784.00	3,215,784.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
NET	3,210,461.00-	2,811,883.35-	3,054,893.00-	2,773,081.00-	3,215,784.00-	3,215,784.00-

*** REPORT CONTROL INFORMATION ***

PARAMETER SEQUENCE NUMBER : 928123
Prior Fiscal Year : 19
Current Fiscal Year : 20
Budget ID : FY2019
Phase 1 : APPD19
Phase 2 : APPD19
Sub-total Level : F
Specific Fund Code : 129
Specific Orgn Code : 7210
Specific Acct Code : %
Specific Prog Code : %
Print Net Totals : Y
Print Detail Lines : Y
Lines Per Page : 55
EXTRACT RECORDS WRITTEN: 18

	PRIOR YEAR BUDGET 19	PRIOR YEAR ACTUAL 19	CURRENT YEAR BUDGET 20	CURRENT YEAR ACTUAL 20	FY2019 APPD19	FY2019 APPD19
190 Sports Complex Fund						
7210 Regional Parks & Stadiums						
177628 First Data Renovation	0.00	0.00	53,557.00	0.00	0.00	0.00
563000 Infrastructure						
187603 First Data Irrigation Pump/Well						
563000 Infrastructure	0.00	1,000.00	0.00	0.00	0.00	0.00
187605 First Data Joint/Crack Repair						
563000 Infrastructure	0.00	16,230.70	0.00	0.00	0.00	0.00
187628 First Data Renovation from Bond Int						
563000 Infrastructure	9,000.00	3,898.00	117,720.00	21,305.91	0.00	0.00
197628 First Data Structure Inspection						
563000 Infrastructure	50,000.00	0.00	50,000.00	0.00	50,000.00	50,000.00
700 Culture/Recreation						
512000 Salaries	17,973.00	0.00	0.00	0.00	17,973.00	17,973.00
521000 Social Security	1,114.00	0.00	0.00	0.00	1,114.00	1,114.00
521100 Medicare	261.00	0.00	0.00	0.00	261.00	261.00
522000 Retirement	1,485.00	0.00	0.00	0.00	1,485.00	1,485.00
523000 Group Insurance	5,796.00	0.00	0.00	0.00	5,796.00	5,796.00
523004 Dental	24.00	0.00	0.00	0.00	24.00	24.00
523050 Group Health-Administrative Fe	144.00	0.00	0.00	0.00	144.00	144.00
523100 Life Insurance	123.00	0.00	0.00	0.00	123.00	123.00
523200 EAP	6.00	0.00	0.00	0.00	6.00	6.00
524000 Worker's Compensation	1,107.00	0.00	0.00	0.00	1,107.00	1,107.00
525000 Unemployment Compensation	59.00	0.00	0.00	0.00	59.00	59.00
720000 Parks & Recreation						
512000 Salaries	0.00	0.00	18,785.00	0.00	0.00	0.00
521000 Social Security	0.00	0.00	1,165.00	0.00	0.00	0.00
521100 Medicare	0.00	0.00	272.00	0.00	0.00	0.00
522000 Retirement	0.00	0.00	1,591.00	0.00	0.00	0.00
523000 Group Insurance	0.00	0.00	4,906.00	0.00	0.00	0.00
523004 Dental	0.00	0.00	24.00	0.00	0.00	0.00
523050 Group Health-Administrative Fe	0.00	0.00	123.00	0.00	0.00	0.00
523100 Life Insurance	0.00	0.00	127.00	0.00	0.00	0.00
523200 EAP	0.00	0.00	6.00	0.00	0.00	0.00
524000 Worker's Compensation	0.00	0.00	1,157.00	0.00	0.00	0.00
525000 Unemployment Compensation	0.00	0.00	62.00	0.00	0.00	0.00
534000 Other Contractual Services	0.00	0.00	0.00	47.50	0.00	0.00
541000 Communications	0.00	0.00	0.00	2,740.58	0.00	0.00
72101 Stadium Barwis Ctr Roof Replacement						
546200 Maintenance Improvement Projec	0.00	0.00	33,825.00	0.00	0.00	0.00
75201 Sports Complex						

	PRIOR YEAR BUDGET 19	PRIOR YEAR ACTUAL 19	CURRENT YEAR BUDGET 20	CURRENT YEAR ACTUAL 20	FY2019 APPD19	FY2019 APPD19
347220 User Fees - Non-taxable	4,628.00	15,780.70	0.00	1,677.00	0.00	0.00
347221 User Fees	9,716.00	10,936.27	0.00	0.00	0.00	0.00
361100 Interest on Investments	10,000.00	0.00	0.00	0.00	0.00	0.00
362001 Rent	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00
364100 Sale of Fixed Assets	4,425.00	4,425.00	0.00	0.00	0.00	0.00
369911 Novelties	0.00	0.00	0.00	88.48	0.00	0.00
369930 Reimbursements	0.00	0.00	0.00	1,642.97	0.00	0.00
369970 Insurance Recovery	237,052.00	237,052.27	0.00	0.00	0.00	0.00
512000 Salaries	521,077.00	600,895.22	594,475.00	517,529.98	521,077.00	521,077.00
512002 Attrition	16,995.00	0.00	16,995.00	0.00	16,995.00	16,995.00
514000 Overtime	53,052.00	54,608.91	53,052.00	29,554.13	53,052.00	53,052.00
514500 Overtime-Holiday Pay	2,260.00	6,292.27	2,260.00	3,778.49	2,260.00	2,260.00
515000 Special Pay	600.00	0.00	0.00	0.00	0.00	0.00
515100 Special-Cell Phone Allowance	600.00	0.00	600.00	0.00	600.00	600.00
521000 Social Security	32,343.00	39,365.10	36,894.00	32,710.78	32,343.00	32,343.00
521100 Medicare	7,565.00	9,206.28	8,628.00	7,650.14	7,565.00	7,565.00
522000 Retirement	43,040.00	54,716.05	50,354.00	47,577.06	43,040.00	43,040.00
523000 Group Insurance	285,879.00	209,103.49	223,746.00	193,404.87	285,879.00	285,879.00
523004 Dental	2,256.00	1,821.49	1,912.00	1,524.24	2,256.00	2,256.00
523050 Group Health-Administrative Fe	7,253.00	5,024.49	5,597.00	4,624.72	7,253.00	7,253.00
523100 Life Insurance	3,598.00	4,039.74	4,077.00	2,664.08	3,598.00	3,598.00
523200 EAP	288.00	311.56	288.00	284.04	288.00	288.00
524000 Worker's Compensation	29,792.00	28,221.19	34,259.00	23,530.43	29,792.00	29,792.00
525000 Unemployment Compensation	1,718.00	2,171.25	1,964.00	1,811.31	1,718.00	1,718.00
534000 Other Contractual Services	463,684.00	341,276.49	257,578.00	204,440.19	235,483.00	235,483.00
534110 Software Support Contracts	1,200.00	1,200.00	0.00	0.00	1,200.00	1,200.00
534300 Contract Labor	20,000.00	27,921.50	20,000.00	10,437.05	20,000.00	20,000.00
540000 Travel	250.00	0.00	250.00	0.00	250.00	250.00
541000 Communications	51,057.00	44,868.25	43,857.00	32,321.08	43,857.00	43,857.00
542000 Postage & Freight	18.00	0.00	18.00	0.00	18.00	18.00
543000 Utilities	311,286.00	288,983.69	311,286.00	198,753.64	311,286.00	311,286.00
543401 Landfill Charges	477.00	370.17	477.00	110.25	477.00	477.00
544100 Equipment Rental	9,227.00	14,181.68	9,227.00	4,930.65	9,227.00	9,227.00
545000 Insurance & Bonds-Specific Pol	107,678.00	95,764.77	107,678.00	0.00	107,678.00	107,678.00
546000 Equipment Maintenance	67,342.00	44,596.62	74,182.00	36,560.73	77,342.00	77,342.00
546050 Air Conditioner Maintenance	10,274.00	5,921.48	11,474.00	5,314.98	11,474.00	11,474.00
546070 Maintenance-Electrical Equipme	0.00	0.00	0.00	56.80	0.00	0.00
546100 Building Maintenance	62,345.00	64,684.36	72,345.00	89,446.70	72,345.00	72,345.00
546200 Maintenance Improvement Projec	0.00	0.00	0.00	0.00	0.00	0.00
546300 Grounds Maintenance	156,908.00	179,262.67	156,908.00	175,484.78	156,908.00	156,908.00
547005 Printing & Binding-Materials C	0.00	0.00	0.00	93.00	0.00	0.00
549160 Storm Water Assessment	42,093.00	44,844.04	42,093.00	44,844.04	42,093.00	42,093.00
549305 Credit Card Fees	0.00	355.00	0.00	125.00	0.00	0.00
549965 Interdepartmental Direct Charg	20,066.00	6,060.86	20,066.00	7,976.17	20,066.00	20,066.00
551000 Office Supplies	810.00	310.31	810.00	158.06	810.00	810.00
551100 Small Tools	1,732.00	1,065.73	1,732.00	1,732.00	1,732.00	1,732.00
551200 Equipment < \$1000	12,875.00	21,211.04	12,875.00	12,477.12	12,875.00	12,875.00
552000 Operating Supplies	64,402.00	55,858.11	68,023.00	62,241.45	73,125.00	73,125.00
552050 Safety Supplies	1,156.00	2,019.71	1,156.00	2,336.72	1,156.00	1,156.00
552300 Chemicals	46,392.00	55,408.44	46,392.00	70,237.37	46,392.00	46,392.00

ST. LUCIE COUNTY - BOARD
Budget Comparison Report

	PRIOR YEAR BUDGET 19	PRIOR YEAR ACTUAL 19	CURRENT YEAR BUDGET 20	CURRENT YEAR ACTUAL 20	FY2019 APPD19	FY2019 APPD19
552311 Landscaping Supplies	11,603.00	6,948.07	11,603.00	837.56	11,603.00	11,603.00
552500 Gas, Oil, Grease	9,010.00	4,694.84	9,010.00	2,563.73	9,010.00	9,010.00
552910 Uniforms	1,468.00	1,136.70	1,468.00	2,061.50	1,468.00	1,468.00
555000 Training-Seminar Registrations	728.00	239.00	1,750.00	0.00	1,750.00	1,750.00
564000 Machinery & Equipment	167,576.00	167,574.33	183,910.00	158,333.11	159,559.00	159,559.00
FUND TOTAL REVENUE	2,265,821.00	2,268,194.24	2,000,000.00	2,003,408.45	2,000,000.00	2,000,000.00
Total Labor Expense	1,001,218.00	1,015,777.04	1,029,329.00	866,644.27	1,001,818.00	1,001,818.00
Total Operating Expense	1,474,081.00	1,309,183.53	1,317,283.00	968,571.88	1,279,625.00	1,279,625.00
Total Capital Expense	226,576.00	188,703.03	405,187.00	179,639.02	209,559.00	209,559.00
FUND TOTAL EXPENSES	2,701,875.00	2,513,663.60	2,751,799.00	2,014,855.17	2,491,002.00	2,491,002.00
FUND TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
FUND NET	436,054.00-	245,469.36-	751,799.00-	11,446.72-	491,002.00-	491,002.00-

ST. LUCIE COUNTY - BOARD
Budget Comparison Report

	PRIOR YEAR BUDGET 19	PRIOR YEAR ACTUAL 19	CURRENT YEAR BUDGET 20	CURRENT YEAR ACTUAL 20	FY2019 APPD19	FY2019 APPD19
TOTAL REVENUE	2,265,821.00	2,268,194.24	2,000,000.00	2,003,408.45	2,000,000.00	2,000,000.00
Total Labor Expense	1,001,218.00	1,015,777.04	1,029,329.00	866,644.27	1,001,818.00	1,001,818.00
Total Operating Expense	1,474,081.00	1,309,183.53	1,317,283.00	968,571.88	1,279,625.00	1,279,625.00
Total Capital Expense	226,576.00	188,703.03	405,187.00	179,639.02	209,559.00	209,559.00
TOTAL EXPENSES	2,701,875.00	2,513,663.60	2,751,799.00	2,014,855.17	2,491,002.00	2,491,002.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
NET	436,054.00-	245,469.36-	751,799.00-	11,446.72-	491,002.00-	491,002.00-

* * * REPORT CONTROL INFORMATION * * *

PARAMETER SEQUENCE NUMBER : 928124
Prior Fiscal Year : 19
Current Fiscal Year : 20
Budget ID : FY2019
Phase 1 : APPD19
Phase 2 : APPD19
Sub-total Level : F
Specific Fund Code : 190
Specific Orgn Code : 7210
Specific Acct Code : %
Specific Prog Code : %
Print Net Totals : Y
Print Detail Lines : Y
Lines Per Page : 55
EXTRACT RECORDS WRITTEN: 85

	PRIOR YEAR BUDGET 19	PRIOR YEAR ACTUAL 19	CURRENT YEAR BUDGET 20	CURRENT YEAR ACTUAL 20	FY2019 APPD19	FY2019 APPD19
362 Sports Complex Improv Fund						
7210 Regional Parks & Stadiums						
187605 First Data Joint/Crack Repair						
563000 Infrastructure	38,451.00	26,744.00	0.00	1,800.00	0.00	0.00
187628 First Data Renovation from Bond Int						
563000 Infrastructure	0.00	142.49	0.00	0.00	0.00	0.00
1905 Projects to be determined-CIP Plan						
531000 Professional Services	0.00	0.00	10,000.00	0.00	0.00	0.00
546200 Maintenance Improvement Projec	0.00	0.00	45,000.00	0.00	0.00	0.00
720000 Parks & Recreation						
549110 General & Administrative Charg	0.00	0.00	1,708.00	1,708.00	0.00	0.00
599300 Reserves	0.00	0.00	947,435.00	0.00	0.00	0.00
75201 Sports Complex						
563000 Infrastructure	0.00	0.00	0.00	0.00	39,598.00	39,598.00
FUND TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	0.00	0.00	1,004,143.00	1,708.00	0.00	0.00
Total Capital Expense	38,451.00	26,886.49	0.00	1,800.00	39,598.00	39,598.00
FUND TOTAL EXPENSES	38,451.00	26,886.49	1,004,143.00	3,508.00	39,598.00	39,598.00
FUND TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
FUND NET	38,451.00-	26,886.49-	1,004,143.00-	3,508.00-	39,598.00-	39,598.00-

	PRIOR YEAR BUDGET 19	PRIOR YEAR ACTUAL 19	CURRENT YEAR BUDGET 20	CURRENT YEAR ACTUAL 20	FY2019 APPD19	FY2019 APPD19
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	0.00	0.00	1,004,143.00	1,708.00	0.00	0.00
Total Capital Expense	38,451.00	26,886.49	0.00	1,800.00	39,598.00	39,598.00
TOTAL EXPENSES	38,451.00	26,886.49	1,004,143.00	3,508.00	39,598.00	39,598.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
NET	38,451.00-	26,886.49-	1,004,143.00-	3,508.00-	39,598.00-	39,598.00-

* * * REPORT CONTROL INFORMATION * * *

PARAMETER SEQUENCE NUMBER : 928125
Prior Fiscal Year : 19
Current Fiscal Year : 20
Budget ID : FY2019
Phase 1 : APPD19
Phase 2 : APPD19
Sub-total Level : F
Specific Fund Code : 362
Specific Orgn Code : 7210
Specific Acct Code : %
Specific Prog Code : %
Print Net Totals : Y
Print Detail Lines : Y
Lines Per Page : 55
EXTRACT RECORDS WRITTEN: 7

	PRIOR YEAR BUDGET 19	PRIOR YEAR ACTUAL 19	CURRENT YEAR BUDGET 20	CURRENT YEAR ACTUAL 20	FY2019 APPD19	FY2019 APPD19
363 Sports Complex Capital Project Fund						
7210 Regional Parks & Stadiums						
177628 First Data Renovation						
389902 Fund Balance Forward	0.00	0.00	36,259,257.00	0.00	0.00	0.00
562000 Buildings	0.00	0.00	0.00	0.00	112,200.00	112,200.00
563000 Infrastructure	48,679,485.00	14,394,517.07	36,246,446.00	33,151,627.31	49,676,723.00	49,676,723.00
187628 First Data Renovation from Bond Int						
389902 Fund Balance Forward	0.00	0.00	1,570,922.00	0.00	0.00	0.00
563000 Infrastructure	2,200,000.00	629,078.49	1,755,938.00	878,094.34	0.00	0.00
75201 Sports Complex						
389902 Fund Balance Forward	49,626,649.00	0.00	0.00	0.00	49,626,649.00	49,626,649.00
FUND TOTAL REVENUE	49,626,649.00	0.00	37,830,179.00	0.00	49,626,649.00	49,626,649.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Capital Expense	50,879,485.00	15,023,595.56	38,002,384.00	34,029,721.65	49,788,923.00	49,788,923.00
FUND TOTAL EXPENSES	50,879,485.00	15,023,595.56	38,002,384.00	34,029,721.65	49,788,923.00	49,788,923.00
FUND TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
FUND NET	1,252,836.00-	15,023,595.56-	172,205.00-	34,029,721.65-	162,274.00-	162,274.00-

	PRIOR YEAR BUDGET 19	PRIOR YEAR ACTUAL 19	CURRENT YEAR BUDGET 20	CURRENT YEAR ACTUAL 20	FY2019 APPD19	FY2019 APPD19
TOTAL REVENUE	49,626,649.00	0.00	37,830,179.00	0.00	49,626,649.00	49,626,649.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Capital Expense	50,879,485.00	15,023,595.56	38,002,384.00	34,029,721.65	49,788,923.00	49,788,923.00
TOTAL EXPENSES	50,879,485.00	15,023,595.56	38,002,384.00	34,029,721.65	49,788,923.00	49,788,923.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
NET	1,252,836.00-	15,023,595.56-	172,205.00-	34,029,721.65-	162,274.00-	162,274.00-

* * * REPORT CONTROL INFORMATION * * *

PARAMETER SEQUENCE NUMBER : 928127

Prior Fiscal Year : 19

Current Fiscal Year : 20

Budget ID : FY2019

Phase 1 : APPD19

Phase 2 : APPD19

Sub-total Level : F

Specific Fund Code : 363

Specific Orgn Code : 7210

Specific Acct Code : %

Specific Prog Code : %

Print Net Totals : Y

Print Detail Lines : Y

Lines Per Page : 55

EXTRACT RECORDS WRITTEN: 6

August 4, 2020

Board of County Commissioners

Cathy Townsend
DISTRICT 5
Chair

Chris Dzadovsky
DISTRICT 1
Vice-Chair

Sean Mitchell
DISTRICT 2

Linda Bartz
DISTRICT 3

Frannie Hutchinson
DISTRICT 4

Administration

Howard Tipton
COUNTY ADMINISTRATOR

Dan McIntyre
COUNTY ATTORNEY

Subject: Prior FUA, contract #C03-08-457 Local and State Funds Expended at Clover Park - from project inception to end of FY19.

As requested in paragraph 1 of your email dated August 3, 2020, a summary of local, state and private funds expended on the project as of the date of submission of this report is listed below:

Principal Bond	\$2,285,000.00
Bond Interest	\$5,174,666.09
Paying agent fees	\$ 3,200.00
Additional Expenses – Bonds	\$ 300,987.36
Tax Collector	\$ 201,458.64
<u>Excessive Fees – Tax Collector</u>	<u>\$ (52,324.30)</u>
Total*	\$7,912,987.79

*Does not include expenses funded by debt proceeds.

Information listed below includes yearly actuals.

FUND 263 EXPENSE	FY 17	FY18	FY19	TOTALS
Principal Bond	\$ 0	\$ 1,125,000.00	\$1,160,000.00	\$2,285,000.00
Bond Interest	\$ 590,116.09	\$ 2,309,150.00	\$2,275,400.00	\$5,174,666.09
Paying Agent Fees	\$ 3,200.00	\$ 0	\$ 0	\$ 3,200.00
Additional Expenses - Bonds	\$ 297,993.24	\$ 2,994.12	\$ 0	\$ 300,987.36
Tax Collector	\$ 16,975.65	\$ 93,057.40	\$ 91,425.59	\$ 201,458.64
Excess Fees – Tax Collector	\$ (4,467.96)	\$ (27,106.96)	\$ (20,749.38)	\$ 52,324.30
	\$ 903,817.02	\$ 3,503,094.56	\$3,506,076.21	\$7,912,987.79

Should you have any questions or need additional information, please feel free to contact me at 772-462-2159 or email reddenw@stlucieco.org.

Sincerely,

Edward Matthews
Parks and Recreation Director

August 4, 2020

Board of County Commissioners

Subject: Prior FUA, contract #C03-08-457 Local and State Funds Expended at Clover Park - from project inception to end of FY19.

Cathy Townsend
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Chair

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Dan McIntyre
COUNTY ATTORNEY

EXPENSE TOTALS

NOTE: All Information from Banner Financial as of 8/17/2020

Stadium Project Expenses* - Actual Expenditures Related to Program #177688^ --				
From project inception to end of FY19				
	FY 17	FY18	FY19	TOTALS
Buildings-Project Management Fees	\$ 55,600.00	\$ 0	\$ 0	\$ 55,600.00
Infrastructure	\$ 1,145,860.43	\$ 165,301.65	\$ 14,434,943.55	\$ 15,746,105.63
Infrastructure-Architect	\$ 15,746,105.63	\$ 2,561,784.40	\$ 0	\$ 2,561,784.40
Infrastructure-Project Management Fees	\$ 0	\$ 215,332.00	\$ 0	\$ 215,332.00
Transfer to Stadium Improvements	\$ 0	\$ 160,432.00	\$ 0	\$ 160,432.00
TOTALS	\$ 1,201,460.43	\$ 3,102,850.05	\$14,434,943.55	\$18,739,254.03

*Includes project expenses from all funds

^Does not include expenses funded by the debt proceeds (Program #187628)

Stadium Project Expenses* - Actual Expenditures Related to the Renovation Project^				
From project inception to end of FY19				
	FY 17	FY18	FY19	TOTALS
Buildings-Project Management Fees	\$ 55,600.00	\$ 0	\$ 0	\$ 55,600.00
Infrastructure	\$ 1,145,860.43	\$ 238,761.65	\$ 15,068,062.53	\$ 16,452,684.61
Infrastructure-Architect	\$ 0	\$ 2,561,784.40	\$ 0	\$ 2,561,784.40
Infrastructure-Project Management Fees	\$ 0	\$ 215,332.00	\$ 0	\$ 215,332.00
Transfer to Stadium Improvements	\$ 0	\$ 160,432.00	\$ 0	\$ 160,432.00
TOTALS	\$ 1,201,460.43	\$ 3,176,310.05	\$15,068,062.53	\$19,445,833.01

*Includes project expenses from all funds

^Includes expenses funded by the debt proceeds (Program #187628)

All Stadium Operational Expenses* - Actual Expenditures for Program #75201 - Stadium Sports Complex -- from FY17 to end of FY19				
	FY 17	FY18	FY19	TOTALS
Labor	\$ 844,853.22	\$ 967,843.24	\$ 1,015,777.04	\$ 2,828,473.50
Operations	\$ 1,307,085.99	\$ 1,450,731.86	\$ 1,309,183.53	\$ 4,067,001.38
Capital Machinery & Equipment	\$ 50,139.05	\$ 70,018.84	\$ 167,574.33	\$ 287,732.22
TOTALS	\$ 2,202,078.26	\$2,488,593.94	\$ 2,492,534.90	\$ 7,183,207.10

**Does not include expenses related to the Stadium Renovation Project*

Sincerely,

Edward Matthews
Parks and Recreation Director

Board of County Commissioners

Cathy Townsend
DISTRICT 5
Chair

Chris Dzadovsky
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DISTRICT 2

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COUNTY
ADMINISTRATOR

Dan McIntyre
COUNTY ATTORNEY

August 4, 2020

Subject: Annual Report to the Florida Department of Economic Opportunity (DEO) for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

Item #2: A copy of the contract (with amendments) between the certified local government entity (St. Lucie County) and the spring training team (Sterling Facilities Services, L.L.C.), which owns and operates the New York Mets.

- Facilities Use Agreement (FUA) C16-11-693 between St. Lucie County and Sterling Facilities Services, LLC (SFS) which owns and operates the New York Mets major league team dated November 15, 2016.
- New FUA C16-11-693 Amended and Restated dated January 24, 2017.
- Addendum to Amended and Reinstated (FUA) C17-01-037 St. Lucie Sports Complex Facilities Use Agreement.
- First Amendment to Amended and Restated (FUA) C17-01-037 Facilities Use Agreement between the SFS (N.Y Mets) and St. Lucie County; Stadium Renovation plans by Ewing Cole (Architecture) dated July 10, 2018.
- Second Amendment (FUA) C17-01-037 to St. Lucie Sports Complex and Reinstated Facilities Use Agreement dated February 19, 2019.

**ST. LUCIE COUNTY SPORTS COMPLEX
FACILITIES USE AGREEMENT**

THIS AGREEMENT (the "Agreement"), made and entered into in triplicate as of November 15, 2016 (the "Effective Date"), by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida ("County"), and **STERLING FACILITY SERVICES, L.L.C.**, a New York limited liability company ("SFS").

WITNESSETH:

WHEREAS, County owns the real property legally described on Exhibit "A" hereto (the "Land"), and all of the fields and improvements located thereon, including, without limitation, the lighted major league baseball stadium presently known as "Tradition Field" (the "Stadium"), and certain major and minor league training facilities, locker rooms, practice facilities, and related improvements (with the Land, Stadium and all fields and improvements hereinafter collectively referred to as the "Sports Complex"), as the Sports Complex is depicted on the site plan ("Site Plan") set forth in Exhibit "B" hereto.

WHEREAS, SFS desires to use, and County desires to permit SFS to use, the Stadium and the other facilities at the Sports Complex for the Term (as defined below) in accordance with the provisions hereinafter contained;

WHEREAS, throughout the Term, SFS shall cause the Sterling Mets, L.P. ("Club"), which owns and operates the franchises for the New York Mets major league baseball team and the St. Lucie Mets minor league baseball team to use the Sports Complex to conduct the following: (i) New York Mets Spring Training games; and (ii) during such time as Club owns or is party to a Player Development Contract with a Florida State League franchise, the home games of such franchise. The foregoing is subject to MLB Rules and Regulations, Minor League Rules and Regulations, and any changes by MLB, Minor League Baseball or the Florida State League;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, **IT IS AGREED AS FOLLOWS:**

1. SITE; ADDITIONAL CAPITAL IMPROVEMENTS.

The County warrants and represents that it owns the Land, Stadium, and the remainder of the Sports Complex including, without limitation, the fields and improvements thereon.

The parties further acknowledge and agree that, subject to the terms set forth herein and in the exhibits hereto, County shall permit SFS to construct additional capital improvements to the Sports Complex property during the Term, in accordance with the schedule, scope, specifications, designs and plans which shall be determined in accordance with the terms of Section 10. Upon the Completion (as such term is hereinafter defined) of the New Improvements (as defined below) the term "Sports Complex," as used herein, shall be deemed to include the New Improvements.

2. **SFS USE OF FACILITIES; TERM; TERMINATION OF PRIOR FUA.**

A. **Term:** SFS agrees to use the Sports Complex for a period commencing on the Effective Date and ending on December 31, 2042 (or such earlier date upon which this Agreement is terminated as provided herein) (the "Term"), subject to the terms and conditions hereof, for the following purposes (the "Permitted Uses"):

(i) SFS may use and permit the Club to use, and the County shall permit SFS and the Club to use, the Sports Complex during the Term of this Agreement for the following, subject to the priorities of use as set forth in Section 15 of this Agreement:

- Fantasy and Youth Baseball Camps
- New York Mets Spring Training (February - April)
- New York Mets Exhibition Season (March - April)
- Florida State League or any successor league (April - September)
- Gulf Coast League or any successor league (June - August) (if applicable)
- Minor League Spring Training (April - June)
- Instructional League Play (September - November)
- Training and/or rehabilitation for baseball players, or (in the retail space currently subleased to Barwis Methods Training Center of Port St. Lucie, LLC) any athletes

To the extent that any use of the Sports Complex for the purposes set forth above in this Section 2(i) (not including fantasy and youth camps) involves professional baseball teams and players who are not affiliated with the Club (or with a major league baseball club affiliated with an assignee of SFS), then SFS (or, if applicable, SFS's assignee) will reimburse the County for its incremental costs arising directly from such use. County consents to SFS continuing to sublease retail space at the Sports Complex to Barwis Methods Training Center of Port St. Lucie, LLC or its affiliates for usage similar to that occurring at the present time. SFS agrees that separate utility meters for the Barwis Center shall be installed as part of the New Improvements.

(ii) SFS, the Club and County shall each have exclusive use of certain office facilities at the Sports Complex as identified in Exhibit "K," on a year-round basis.

(iii) The staging, by or with the permission of SFS, of other baseball and non-baseball oriented events at the Sports Complex, including, without limitation, concerts, shows, conventions and political, religious and community events, subject to the scheduling provisions of Section 15 of this Agreement, except that SFS shall be permitted to conduct promotional events and other activities on the dates of baseball games played at the Sports Complex in SFS's sole discretion.

(iv) The radio, television, internet and other broadcast or transmission of SFS Events.

- (v) All uses set forth below in Sections 6, 7, 8, 12 and 15 of this Agreement.
- (vi) Any such other uses as shall be reasonably consistent with the foregoing.

All New York Mets and St. Lucie Mets (and, if any, GCL Mets (as defined below in Section 12)) activities at the Sports Complex during the Term of this Agreement, as well as all baseball games and other events staged at the Sports Complex by or under the sponsorship, control or authorization of SFS, are referred herein as "SFS Events." All events conducted or authorized by the County at the Sports Complex during the term of this Agreement (excluding all SFS Events) are referred to herein as "County Events."

B. As of the Commencement Date, the St. Lucie Sports Complex Facilities Use Agreement entered into as of August 1, 2003, as amended (the "Prior FUA"), shall terminate and be of no further force or effect and all obligations and rights thereunder shall be deemed superseded by the terms and condition of this Agreement. County hereby acknowledges that no payment is due from SFS pursuant to Section 19 of the Prior FUA.

3. MAINTENANCE.

A. County will, at its expense, at all times keep and maintain the Sports Complex (excluding the Player Academy Spaces (as defined below) and the Barwis Training Center) in good and clean order and repair suitable for a first-class major and minor league training, exhibition and playing complex, including without limitation maintaining the playing fields in a first-class condition appropriate for a major league baseball team, and in any event of a quality not less than the highest level of practiced professional baseball standards (the "Maintenance Standard") and in accordance with the specifications set forth in Exhibit "L" hereto. "Maintenance" shall mean the provision of all labor and materials that are required to (a) keep the Sports Complex in first-class good order and repair, and (b) keep the Sports Complex free of debris. Maintenance shall include, without limitation, (i) performing all preventative or routine maintenance that is stipulated in operating manuals for equipment as regular, periodic maintenance procedures; (ii) regular maintenance procedures for the HVAC system, including periodic cleaning, lubricating and changing air filters; (iii) groundskeeping and maintenance of the athletic fields, including without limitation, seeding, mowing, watering and raking of the grassy areas and full maintenance of the balance of the playing fields, preparation of the fields at the start of each season and for practice sessions and games, maintenance, repair and replacement and painting of grandstands, fences, batter's background walls and other related items; (iv) changing of standard, isolated light bulbs, fuses and circuit breakers as they burn out; (v) cleaning all portions of the Sports Complex immediately after each SFS Event and County Event; (vi) all repairs other than Capital Repair Work (as defined in Section 4), (vii) repair and rehabilitation of parking areas; and (viii) touch-up painting. County shall employ a sufficient number personnel to maintain the Sports Complex (excluding the Player Academy Spaces and the Barwis Center) properly for use and play until the end of SFS's seasonal use of the facilities as delineated in Section 2. The County and SFS shall consult annually as to a reasonable program of management, operation, and maintenance

of the facilities to be carried out during the coming year, and County shall be responsible for implementation of such a reasonable program at its expense.

B. SFS Maintenance Responsibility. At all times during the Term, SFS shall be responsible for performing all Maintenance of the Player Academy Spaces at the Sports Complex and (during such time that such space is occupied by a third-party subtenant) the space currently occupied by Barwis Methods Training Center of Port St. Lucie, LLC and paying all costs and expenses related thereto including payment of the cost of utilities, except to the extent such Maintenance is required due to the actions of the County or its contractors. SFS shall be solely responsible for any maintenance, restoration or repair related to damage occurring to the Sports Complex as a result of the negligent acts or willful misconduct of SFS or Club, its officers, agents and employees. SFS also shall be solely responsible for repair of any damage to the playing fields, structures, or other facilities that occur during non-baseball SFS Events.

C. In connection with the performance of the Maintenance, SFS shall have the right to cause the County to use products and/or services of its corporate sponsors if such products and/or services are reasonably comparable in price and quality to other alternatives available to the County; provided, however, that the County shall not be obligated to purchase such products and/or services if it would require the County to be in violation of any pre-existing written agreement with any third party or applicable law, including, without limitation, the County's obligations with respect to competitive bidding.

D. The County shall have no obligation to perform or pay for any Maintenance with respect to the Player Academy Spaces or (during such time that such space is occupied by a third-party subtenant) the space currently occupied by Barwis Methods Training Center of Port St. Lucie, LLC, except to the extent such Maintenance is required due to the negligence or willful misconduct of the County, its agents or employees.

4. CAPITAL REPAIRS.

A. All Capital Repair Work required during the Term shall be performed by the County and all costs and expenses related to the Capital Repair Work shall be the sole responsibility of the County and shall not be deducted from nor otherwise credited against the Additional Improvements Fund. "Capital Repair Work" shall mean (a) all capital modifications, replacements or additions to the Sports Complex that are reasonably necessary to keep the facilities and amenities of the Sports Complex in good repair and sound condition; and (b) repairs and replacements that are reasonably necessary to maintain the roof, foundation, HVAC and MEP systems and structural integrity of the Sports Complex, and preserve its usefulness for the purposes for which it is being used hereunder.

B. The County shall establish an account in the name of the County, designated as the "Capital Repairs Fund" for mutually agreed upon Capital Repair Work during the Term. The County shall contribute \$200,000.00 to the Capital Repairs Fund each year and SFS shall pay the County \$75,000 on March 1 during each year of the Term, which amount the County shall deposit

the Capital Repairs Fund. The provisions of this Section 4.B shall not be construed in any way to limit the County's obligation to perform all Capital Repair Work.

5. **ADDITIONAL IMPROVEMENTS.**

A. The County shall establish an interest bearing account, in the name of the County, designated as the "Additional Improvements Fund," for mutually agreed upon Additional Improvements (as defined below) to benefit the Sports Complex during the Term, and all interest thereon shall be added to the Additional Improvements Fund. The County shall contribute funds to the Additional Improvement Fund in accordance with the schedule of contributions set forth in the attached Exhibit "C" (it being understood that County shall have up to six (6) months to cure any failure to make a payment in accordance with the schedule).

B. During the Term County shall fund, to the extent funds are available in the Additional Improvements Fund, certain additional improvements to the Sports Complex proposed by SFS and approved by the County, such approval not to be unreasonably withheld (the "Additional Improvements"). The Additional Improvements to be constructed and the schedule for the construction of the Additional Improvements shall be determined so as to provide material benefit to SFS to be enjoyed by SFS during the Term. SFS shall have the right to request that the County provide monies from the Additional Improvements Fund and the County will promptly honor such requests and deliver such funds to SFS or such other person or entity according to instructions from SFS for use as contemplated under this Agreement.

6. **CONSIDERATION – PAYMENT.**

A. For purposes of this Section 6.A "Year 1" means the 2017 calendar year, "Year 2" means the 2018 calendar year and so on through "Year 25" which is the 2042 calendar year. For each year of the Term starting in 2017, SFS will make a base rent payment to the County (the "Base Rent") in an amount equal to 50% of Stadium Revenue from the New York Mets Spring Training games and the Florida State League franchise's games played at the Stadium (collectively, "Games"), provided that the Base Rent payment shall not exceed \$2,000,000 during each of Year 1 through Year 10, \$2,100,000 during each of Year 11 through Year 20, and \$2,250,000 during each of Year 21 through Year 25. The limit placed on the Base Rent payment each year of the Term shall be referred to herein as the "Base Rent Cap." In addition to the Base Rent, beginning in the year that immediately follows the year in which SFS makes its final payment to the County pursuant to Section 37 below and each year thereafter during the Term, if Stadium Revenue exceeds \$5,500,000 in such year, SFS shall make an additional rent payment to the County (the "Additional Rent") in an amount equal to the County percentage multiplied by the corresponding incremental amount of Stadium Revenue in excess of \$5,500,000 as set forth in the chart below (subject to reduction to the extent necessary to recoup Shortfall Payments as addressed below in this Section).

Stadium Revenue	SFS Percentage	County Percentage
Between \$5,500,001 and \$6,500,000	90%	10%
Between \$6,500,001 and \$7,500,000	75%	25%
More than \$7,500,001	50%	50%

For example, if Stadium Revenue in a year in which Additional Rent is due (a) is \$5,500,000 or less, SFS shall not make any Additional Rent payment; (b) is \$6,000,000, SFS will make an Additional Rent payment equal to \$50,000 (i.e., 10% of the \$500,000 between \$5,500,001 and \$6,000,000); (c) is \$7,000,000, SFS will make an Additional Rent payment equal to \$225,000 (i.e., 10% of the \$1,000,000 between \$5,500,001 and \$6,500,000 plus 25% of the \$500,000 between \$6,500,001 and \$7,000,000); or (d) is \$8,000,000, SFS will make an Additional Rent payment equal to \$600,000 (i.e., 10% of the \$1,000,000 between \$5,500,001 and \$6,500,000, plus 25% of the \$1,000,000 between \$6,500,001 and \$7,500,000, plus 50% of the \$500,000 between \$7,500,001 and \$8,000,000)

For any year of the Term starting in 2017 in which Base Rent is less than \$2,000,000 SFS shall make a payment to the County (the "Shortfall Payment") from (but not more than) SFS's 50% share of Stadium Revenues, such payment being equal to the amount by which \$2,000,000 exceeds the Base Rent. SFS shall have the right to recoup all Shortfall Payments from Additional Rent payable to the County in subsequent years. In addition, the Base Rent Cap during each of Year 11 through Year 25 shall be reduced by the cumulative amount of Shortfall Payments that remain un-recouped at the time the Base Rent is due that year, provided that in no event shall the Base Rent Cap be less than \$2,000,000 in any year. To the extent Base Rent to the County is decreased because of the reduction in the Base Rent Cap in accordance with the previous sentence, the amount not paid to the County as a result of that reduction will be considered a recouped Shortfall Payment. (For example, if SFS makes its first Shortfall Payment to the County in Year 10 in the amount of \$125,000, then the Base Rent Cap in Year 11 will be reduced from \$2,100,000 to \$2,000,000, and if the Base Rent in Year 11 would have been \$2,100,000 had the Base Rent Cap not been reduced, then (x) in Year 11 SFS would pay Base Rent to the County of \$2,000,000, (y) SFS will have recouped \$100,000 of its Shortfall Payment from Year 10, and (z) \$25,000 of SFS's Shortfall Payment from Year 10 will remain to be recouped from Additional Rent or future Base Rent Cap reductions. To the extent that Shortfall Payments made by SFS are not fully recouped by the date this Agreement terminates or expires, the County will pay SFS an amount equal to the cumulative total of all un-recouped Shortfall Payments from Tourist Tax Revenues collected by the County after termination or expiration of this Agreement until all Shortfall Payments are repaid to SFS.

Definitions:

"Stadium Revenue" means (i) SFS's adjusted gross ticket receipts from Games, plus (ii) SFS's gross sales receipts from food and beverage concession sales at Games, plus (iii) SFS's gross sales receipts from souvenir, novelty and game program sales at Games, plus (iv) the net profits (defined

below) from parking at Games.

“Adjusted gross ticket receipts” means all revenues actually received by SFS from ticket sales for Games, less any and all taxes and tax surcharges or fees due to the governmental or taxing authority for ticket sales related thereto. County will not levy any tax on the sale of tickets except as required by law.

“Gross sales receipts” means revenues received from food and beverage concession sales or souvenir and novelty sales at Games, as the case may be, less any and all taxes and tax surcharges and fees due to any governmental or taxing authority for such sales related thereto. County will not levy any tax on the sale of concessions, souvenirs or novelties except as required by law. In the event SFS elects to contract with an unaffiliated private firm to operate all food and beverage concessions and/or souvenir and novelty sales, then, in lieu of including all revenues received from food and beverage concession sales and souvenir and novelty sales at Games in gross sales receipts, SFS shall include in gross sales receipts only such portion of food and beverage concession revenues and souvenir and novelty revenues received by SFS from the contractor. Moreover, SFS’s selection of an unaffiliated private firm to operate all food and beverage concessions or souvenir and novelty sales at the Sports Complex shall be subject to the approval of the County, which approval shall not be unreasonably withheld.

“Net profits” will be ascertained by reducing the revenues actually received by SFS from the sale of parking privileges for Games by reasonable labor costs incurred in operating the parking facilities on Games days and other reasonable expenses related to parking (e.g., cost of printing parking tickets and providing signage and flash lights).

B. **Advertising.** Subject to the terms of Section 7(C) hereof with respect to Naming Rights, County grants to SFS the exclusive right to display or permit others to display advertising material at all locations in the Sports Complex at all times during the Term (including, without limitation, advertising in game or other SFS Event programs), and the exclusive right to grant event sponsorship and promotional rights at the Sports Complex during SFS Events, as well as the right to assign all or any portion of such rights to any third party including specifically to the Club. SFS shall have the right to display such advertising signs at all events held at the Sports Complex, including, without limitation, County Events. The County shall not be entitled to receive any of the revenues generated by SFS or its assignees through the sale of such advertising, sponsorships and promotions. SFS or its assignee shall retain one hundred percent (100%) of all revenues from advertising at the Sports Complex during the Term and from all sponsorships and promotions during SFS Events, and SFS shall have control over the type and content of all such advertising, sponsorships and promotions. County shall have the right to review and approve all such proposed advertising, provided that County shall have no right to object to any advertising except to the extent that such advertising is indecent or incompatible with the character and dignity of the Sports Complex; any proposed advertising shall be conclusively deemed neither indecent nor incompatible if it is comparable to advertising at any other Major League spring training or minor league baseball facility within the State of Florida. County may not sell or display signage at the Sports Complex without the prior written consent of SFS, in SFS’s sole discretion, except that the

County may display at the Sports Complex signage that is comprised solely of the insignia or logos of the County or that is required by public safety considerations or by local, state or federal regulations subject to the approval of SFS, which approval shall not be unreasonably withheld.

C. **Parking.** SFS reserves the right to charge reasonable fees for parking areas adjacent to the Stadium for persons attending SFS Events. SFS shall have the right to make parking spaces available at all times and without charge to authorized representatives, designees or personnel designated by SFS. County and SFS shall cooperate and develop a visitors pass procedure that will allow free parking to authorized representatives and guests of the County and SFS.

SFS shall include the net profits from parking at Games in Stadium Revenue as set forth above. For all SFS Events other than Games, SFS shall retain one hundred percent (100%) of all parking receipts. For County Events at the Sports Complex, County shall operate all parking at its sole expense and shall retain all proceeds.

D. **Intentionally Omitted.**

E. **Rent for Use of Stadium.** The rental payment by SFS for use of the Stadium shall be the payments from SFS to County as provided above in Section 6.A. Except as otherwise specifically provided in this Agreement, only one payment shall be made each year of the net amount due from SFS to County, which annual payment shall be made prior to the commencement of the following Major League Spring Training season. County and SFS agree that such amounts paid by SFS to County shall be deemed to be the rent payment for the use and occupancy of real property pursuant to Section 212.031, Florida Statutes. In addition to the requirements of Paragraph 9(C), SFS shall provide the County with an annual accounting of revenues and expenses in sufficient detail for audit purposes at the same time the annual payment is made.

F. **County Revenues.** SFS shall pay to County thirty-three percent (33%) of SFS's gross sales receipts from food and beverage concession sales at all County Events, with SFS retaining the other sixty-seven percent (67%). As used in this Section 6(F), "gross sales receipts" means revenues received from food and beverage concession sales, less any and all taxes and tax surcharges and fees due to any governmental or taxing authority for such sales related thereto. However, County shall not levy any tax on the sale of concessions except as may be required by state law. For all County Events, County shall retain one hundred percent (100%) of the adjusted gross ticket receipts but shall reimburse SFS for all pre-approved out-of-pocket expenses incurred by SFS in connection with each such event. As used in this Section 6(F), the term "adjusted gross ticket receipts" means all revenues actually received by SFS from ticket sales for County Events at the Sports Complex, less any and all taxes and tax surcharges or fees due to the governmental or taxing authority for ticket sales related thereto. However, County shall not levy any tax on sale of tickets except as required or authorized by state law.

G. **Parking Revenues from Adjacent Businesses.** Subject to the approval of SFS, which approval shall not be unreasonably withheld, the County shall have the right to allow local

businesses with offices adjacent to the Stadium ("Adjacent Businesses") to utilize the Stadium parking area depicted on Exhibit "N" hereto (the "Business Parking Area") on a nonexclusive basis provided that the use of the Business Parking Area by local businesses shall not conflict with use of the Business Parking Area by SFS or the County for SFS Events or County events. The parties agree that the first \$100,000 in total revenues received during the Term from the use of the Business Parking Area by the Adjacent Businesses shall be retained by the County to reimburse the County for the actual cost incurred by the County to construct improvements to the Business Parking Area, and thereafter, the County shall deposit all revenues received from use of the Business Parking Area by the Adjacent Businesses into the Capital Repairs Fund. The County shall be responsible for all damage and expenses resulting from use of the Business Parking Area by Adjacent Businesses

7. TELEVISION - RADIO REVENUE; LUXURY SUITE REVENUE; NAMING RIGHTS.

A. Television - Radio Revenue.

It is expressly acknowledged and agreed by and between the parties, that the County shall receive no revenues from the radio or television broadcast or other transmission (including, without limitation, over cable or the Internet) of or relating to any SFS Events, nor shall the County participate, in any manner, in determining when said SFS Events shall be broadcast or otherwise transmitted. SFS has the exclusive right to sell television and radio broadcasting and other transmission rights for SFS Events and to permit others to sell such television and broadcasting and other transmission rights, and SFS or such other authorized party shall retain all revenues resulting therefrom.

B. Suite Revenue.

SFS shall manage and control the rental of any luxury suites at the Stadium, including without limitation any luxury suites constructed as part of the New Improvements, for all events at the Sports Complex during the Term. County and SFS shall each be entitled to use and authorize others to use one luxury suite for all events during the Term, without charge to County or SFS for their occupancy of the respective suites. All other luxury suites are to be rented on a yearly basis, and SFS shall retain one hundred (100%) percent of adjusted gross revenue from the rental of luxury suites. The lessee of any luxury suite will receive admission tickets to the luxury suite for all New York Mets spring training games and all St. Lucie Mets games at no additional charge. The lessee of any luxury suite will also have the right to purchase admission tickets to the luxury suite for any other event held at the Stadium during the year, and if such tickets are purchased: (i) for all SFS Events other than New York Mets spring training games and St. Lucie Mets games, SFS shall retain one hundred (100%) percent of the adjusted gross revenue from the sale of such admission tickets; and (ii) for all County Events, SFS shall retain ten (10%) percent of the adjusted gross revenue from the sale of such admission tickets and shall pay to the County the remaining ninety (90%) percent. As used in this Section 7(B), the term "adjusted gross revenue" means all revenues actually received by SFS from the rental of luxury suites that is

attributable to the particular event at issue, and all revenues actually received by SFS from the sale of tickets granting admission to the luxury suites for the event, less any and all taxes and tax surcharges or fees due to any governmental or taxing authority related thereto. Revenues from food and beverage sales in luxury suites will be included in gross sales receipts as set forth in Section 6(A) above.

C. Naming Rights.

SFS or its designee shall have the sole and exclusive right to designate the name of the Sports Complex and/or its constituent parts and to grant one or more third parties (i) the right to include such party's name, product name and/or logo and/or corporate identifiers in the name of the Sports Complex and/or its constituent parts, (ii) the right to have such name and/or logo and/or corporate identifiers prominently displayed on the interior and the exterior of, and on and around the entrances to the Sports Complex and/or its constituent parts, and on the Sports Complex apron, as part of the name of the Sports Complex, and (iii) such other nonexclusive rights which are customarily included in the grant of the rights in clause (i) and (ii) above (such rights are hereinafter referred to as the "Naming Rights"), and provided that such name and/or logo and/or corporate identifiers shall not be obscene nor shall it be unlawful to use the same. For avoidance of doubt, SFS retains all revenues with respect to Naming Rights.

For so long as both this Agreement and the agreement granting Naming Rights remain in effect, the Stadium and the Sports Complex shall be referred to by the name(s) selected pursuant to this Section 7(C), and neither party shall advertise or refer to the Stadium or the Sports Complex by any other name. The Stadium and the Sports Complex names selected pursuant to this Section 7(C) shall be used by the parties when referring to the Stadium and the Sports Complex in any of their correspondence, press releases, promotional materials, advertisements and/or publications, and shall be used by County on all related directional traffic and pedestrian signs on highways, local streets, and all public thoroughfares in and around the Sports Complex and St. Lucie County, Florida. Notwithstanding the above, the parties agree that the County's logo shall be permanently displayed at locations in the Stadium and Sports Complex as mutually agreed upon by the parties.

County shall retain the right to market for sale to a third party the right to include such party's name, product name and/or logo in the official name of the football/soccer field across from the Sports Complex (the "Football/Soccer Naming Rights"). County shall not market or entertain offers for, and shall not enter into any agreement relating to, the Football/Soccer Naming Rights until after all Naming Rights Agreements referenced above in this Section 7(C) with respect to the remainder of the Sports Complex have been entered into and approved by the Board of County Commissioners. Any agreement with respect to the Football/Soccer Naming Rights shall be subject to the approval of SFS, which approval shall not be unreasonably withheld, provided that the withholding of approval shall be conclusively deemed reasonable if the proposed agreement is with a competitor of any entity that has an advertising or naming rights agreement with SFS or Club at any facility.

D. **Other Revenues.**

Except as otherwise expressly stated and specified in this Agreement, SFS shall be entitled to retain all revenues related to the Sports Complex.

E. **Recognition of Contributions of Thomas J. White, Sr.**

Wholly separate from any naming rights for the Sports Complex or the Stadium, County and SFS agree to continue to recognize the contributions of Thomas J. White, Sr. in a manner similar to how such contributions are currently recognized at the Sports Complex and Stadium.

8. **TICKET SALES; PROGRAM SALES, CONCESSIONS AND PARKING.**

SFS has the exclusive right to operate ticket sales, program sales, and parking lots in connection with SFS Events during the Term of this Agreement, and has the right and discretion to contract with or authorize one or more other persons or entities to operate ticket sales, parking and/or game program sales at the Sports Complex at or in connection with SFS Events.

SFS has the exclusive right and discretion to sell and authorize others to operate concessions for the sale of food and beverages (including, without limitation, catering, hospitality and picnic services), novelties, souvenirs and paraphernalia at the Sports Complex during the Term of this Agreement. The County reserves the right to schedule special events in the parking lot during non-baseball scheduled events at which concessions will be sold; SFS will operate concessions at such special events in accordance with its exclusive right to operate concessions at the Sports Complex during the Term, and will cooperate with the County with respect to the providing of concessions to community and charitable groups at such special events. During the Term of this Agreement, SFS shall provide good quality concession services to the public. SFS will use commercially reasonable efforts to restrict patrons from bringing any food, beverages (including alcoholic beverages) or beverage containers into the Sports Complex. Prior to the start of each season, SFS will provide the County with notice of the pricing for tickets, programs, concessions and parking.

No new coin or currency operated vending machines shall be installed or located within the Sports Complex by SFS without the written permission of the County's Parks and Recreation Director, which permission shall not be unreasonably withheld. Except as otherwise permitted under this Agreement, SFS will not install permanent fixtures or construct permanent improvements at the Sports Complex without the County's prior consent, which consent shall not be unreasonably withheld.

9. **BOOKS, RECORDS AND AUDIT.**

SFS and County agree to keep accurate books and records in accordance with generally accepted accounting practices of their respective operations at the Sports Complex. SFS agrees to

submit to the County, on a quarterly basis, a report containing accurate attendance information in a form agreed to by all parties. In addition, the parties agree as follows:

B. SFS shall submit daily sales (ticket, parking, program and concessions) reports within thirty (30) days following the last Game of Spring Training and thirty (30) days following the last Game of the Florida State League season.

C. All related books and records regarding ticket, parking, program and concession sales shall be jointly available to the County for suitable annual audit at a time mutually agreed to by the parties. Any audits must be performed within twelve (12) months after the end of each year of operation (January 1 - December 31). SFS shall have the same right to audit the books and records of any County operation under this Agreement, and shall have the right to review the County budget and related documents at any time upon reasonable notice.

10. **NEW IMPROVEMENTS.**

A. **NEW IMPROVEMENTS - BUDGET.**

The County intends to issue bonds, the ("New Improvement Bonds") which will be used to finance certain improvements to the Sports Complex described on Exhibit "D" hereto (the "New Improvements"). If the County does not issue the New Improvement Bonds and fully fund the New Improvements Budget (as defined below) by April 1, 2017 SFS shall have the right to nullify and void this Agreement, by providing written notice to the County, provided that the County shall have seven (7) days following its receipt of such notice from SFS to issue the New Improvement Bonds, and if the New Improvement Bonds are issued by the end of such seven (7) day period then the written notice provided shall be ineffective. If this Agreement is nullified and voided as set forth in the immediately preceding sentence, the parties agree that the Prior FUA shall be reinstated and the terms and conditions of the Prior FUA shall govern the rights and obligations of SFS and the County. The County will designate SFS as the agent of County for the purpose of coordinating the New Improvements, with the scope of the New Improvements to be determined by SFS and approved by County, and the County will provide cooperation appropriate for the design and construction of the New Improvements. The parties agree that the New Improvements will include, without limitation, Stadium upgrades, a new entrance, walk way connector around the outfield, one new field and other field enhancements, Mets player academy facilities consisting of dormitories, a cafeteria and an auditorium (the "Player Academy Spaces") (which shall only be used by Mets personnel and shall not be available for use by the general public), little league/softball complex, new major and minor league clubhouses, offices and locker rooms, and other improvements as may be determined and approved by SFS and County. The County shall provide \$55,000,000 of funding (the "New Improvements Budget") for the design and construction of the New Improvements.

Nothing in this Agreement shall obligate the County to provide funding for the New Improvements in excess of the New Improvements Budget. SFS shall have the right, upon notice to, and consultation with, the County, to reduce the scope of the New Improvements and make other

modifications that SFS reasonably determines are required in order to keep the project from going over the New Improvements Budget, provided that if SFS determines that it does not wish to reduce the scope of the project and the project goes over the New Improvements Budget as a result, SFS shall be solely responsible for the overage. The New Improvements Budget shall be used to fund the New Improvements only and for no other purpose (except as provided herein). County will contract to have an economic impact statement prepared, addressing the impact from Major and Minor League Baseball at the Sports Complex and the Improvements, it being understood that the cost of such statement shall be paid by the County and shall not be included in the New Improvements Budget.

B. NEW IMPROVEMENTS - PLANS.

1. County, for the benefit of SFS and County, shall competitively procure an architect reasonably satisfactory to both parties (the "Architect" referred to in this Section 10) in accordance with Florida Law and County Procurement Policy. The Architect shall be responsible for, *inter alia*, (1) developing a conceptual plan and general specifications (the "Conceptual Plans" referred to in this Section 10) for the New Improvements; (2) developing preliminary plans and specifications for the New Improvements; (3) preparing working drawings and requests for bids; (4) obtaining all permits, other than building permits, needed to construct the New Improvements; (5) assisting SFS in evaluating the qualifications of potential contractors; (6) providing contract administration; and (7) performing construction inspections as needed to provide certified as-built drawings after the New Improvements are constructed (the "Architect's Work" referred to in this Section 10). SFS shall enter into a contract (the "Architect's Contract" referred to in this Section 10) with the selected Architect with terms that are fair, competitive and reasonable as required by Section 287.055 (5) and (6) of the Florida Statutes, and which shall, *inter alia*, contain the terms and conditions set forth in Exhibit "E" hereto. The County shall be named as a third party beneficiary in the Architect's Contract. The County shall, upon request, enter into a joinder to the Architect's Contract substantially similar to the joinder entered into by the County dated October 21, 2003 in connection with the Construction Contract dated as of August 1, 2003 between SFS and Rodda Construction, Inc. Without limiting the foregoing, the Architect's Contract shall require the Architect to procure policies of insurance that relate to the Architect's Work, with terms, limits, coverages and specifications at least as favorable for SFS as those reflected in Exhibit "E", and SFS and the County shall be designated as Named Insureds on all applicable policies. The Contract should also provide that Architect will not receive payment for any portion of the Architect's Work or any other amounts due until the date that is at least five (5) days after County has paid the amount due to SFS as set forth in Section 10(C)(9)(b) below. SFS shall have the right to refuse to enter into any Architect's Contract with terms that are not fair, competitive and reasonable as required by Section 257.055 (5) and (6) of the Florida Statutes. County, through its Board of County Commissioners, shall have final approval rights to the negotiated Contract limited to whether the Contract terms are fair, competitive and reasonable. County agrees that the Architect shall not be considered an agent of SFS for any purpose and that the Architect shall be solely responsible for the Architect's Work, and that the County will look solely to the Architect and its carriers, and in no event to SFS, with respect to the performance of the Architect's Work and any damages or losses which may arise from or out of any acts or omissions of the Architect

except to the extent caused by any negligent acts or omissions of SFS or its agents or representatives.

2. Contemporaneous with procurement of the Architect, the County shall, through currently pending RFQ No. 16-049, competitively procure a consultant to provide Program Manager Consulting Services on its behalf, serving as the point of contact of the County for all project development interaction involving SFS, Architect and Contractor.

3. SFS shall cause Architect to furnish to County the Conceptual Plans for the New Improvements. County, through its Board of County Commissioners, shall have a period of twenty (20) days from delivery of the Conceptual Plans within which to review and to disapprove of the Conceptual Plans, in writing. County shall have no right to disapprove of the Conceptual Plans except to the extent that the improvements described therein are materially inconsistent with the description of the New Improvements set forth on Exhibit "D" hereto or to the extent the Conceptual Plans reflect estimated costs in excess of the New Improvements Budget. Subject to the foregoing, County shall not unreasonably withhold its consent to any Conceptual Plans. If County disapproves of the Conceptual Plans, County shall express the grounds for its disapproval in reasonable detail. If County shall not disapprove within such twenty (20) day period, the Conceptual Plans shall be deemed approved.

4. As soon as is reasonably practicable following the approval of the Conceptual Plans, SFS shall cause Architect to prepare and deliver to County and SFS preliminary plans and specifications for the New Improvements in accordance with the approved Conceptual Plans (the "Preliminary Plans" referred to in this Section 10). County, through its Board of County Commissioners, and SFS shall have a period of twenty (20) days within which to review and to approve or disapprove of the Preliminary Plans in writing. County shall have no right to disapprove of the Preliminary Plans except to the extent the Preliminary Plans are materially inconsistent with the Conceptual Plans. If County or SFS disapprove of the Preliminary Plans, it or they shall express the grounds for its disapproval in reasonable detail. If County or SFS shall not respond with disapproval within such twenty (20) day period, the Preliminary Plans shall be deemed approved.

5. As soon as is reasonably practicable following the approval of the Preliminary Plans, SFS shall cause the Architect to prepare working drawings for the New Improvements (or such of the New Improvements as shall be designated by SFS), in accordance with the approved Preliminary Plans and to deliver same to County and SFS (the "Final Plans" referred to in this Section 10). County, through its Board of County Commissioners, and SFS shall have a period of twenty (20) days from receipt of the completed Final Plans to review and approve or disapprove of the Final Plans in writing. County shall have no right to disapprove of the Final Plans except to the extent such Final Plans are materially inconsistent with the Preliminary Plans. If County or SFS shall disapprove of the Final Plans, it or they shall express the grounds for its disapproval in writing and in reasonable detail. If neither County nor SFS disapprove within such twenty (20) day period, the Final Plans shall be deemed approved. Once approved, the Final Plans shall be incorporated into this Agreement as Exhibit "F".

6. County, for the benefit of SFS and County, shall, through a publicly advertised competitive bidding or proposal process, in accordance with Florida law and County Procurement Policy, competitively procure a contractor (the "Contractor" referred to in this Section 10) for the construction of the New Improvements in accordance with the Final Plans (the "Work" referred to in this Section 10). SFS shall have input on the qualifications and selection of contractors, with two members appointed by SFS to a five-member selection committee, with the remaining three members appointed by County, and to refuse to engage any contractor upon terms that are not fair, competitive and reasonable as determined by SFS. The final terms of the agreement between SFS and the Contractor (the "Construction Contract" referred to in this Section 10), and any Guaranteed Maximum Price amendments or agreements, shall be subject to the approval of the County, through its Board of County Commissioners, limited to whether the Contract terms are fair, competitive and reasonable. SFS shall enter into a Construction Contract along with terms that are fair, competitive and reasonable and the terms set forth below, with the selected contractor.

7. The Construction Contract shall, *inter alia*, include the terms and conditions set forth in Exhibit "G" hereto and shall include each of the following requirements related to all work under the Construction Contract ("Work"): (i) the furnishing of a public construction bond in a form consistent with Section 255.05, Florida Statutes, with the County named as co-obligee, and with terms acceptable to SFS; (ii) competitive procurement of all Subcontractors work and supplies as set forth in Subsection 7(d) below ("Procurement of Subcontracts"); (iii) retainage in an amount acceptable to SFS for the Work, until the Completion of the Work (including a retainage of 10% of the total value of the construction contract) and required reductions at 50% completion as set forth in Section 255.078, Florida Statutes; (iii) payment by the Contractor of liquidated damages equal to One Thousand Dollars (\$1,000.00) for each day from and after the Required Completion Date (if and as that term or its equivalent is defined in the Construction Contract) until the actual date of Completion; (iv) a requirement that the Contractor perform and achieve Completion of the Work for a Guaranteed Maximum Price or fixed stipulated sum referred to in this Section 10), by no later than the Required Completion Date; (v) the furnishing of an "installation floater" insurance policy or such other policy of insurance covering goods in transit and while the Work is being performed, with terms, limits, coverages and specifications acceptable to SFS (and the furnishing by any subcontractors of policies of insurance that relate to the Work naming SFS, Club and the County as additional insureds, with terms, limits, coverages and specifications acceptable to SFS); (vi) at SFS's election, the provision on behalf of SFS of an Owner's Contractor Protective policy of insurance, including extensions for products and completed operations coverage and similar extended coverage at least through Completion (as defined herein) of the Work, or another policy of insurance acceptable to SFS, with SFS as a named insured; (vii) the County shall be named as a third party beneficiary in the Contract; and (viii) Contractor must agree that it will not receive payment for any portion of the Contractor's Work or any other amounts due until the date that is at least five (5) days after County has paid the amount due to SFS as set forth in Section 10(C)(9)(c) below. The County shall be named as a third party beneficiary in the Contract between the Contractor and SFS. The County shall, upon request, enter into a joinder to the Contract between the Contractor and SFS substantially similar to the joinder

entered into by the County dated October 21, 2003 in connection with the Construction Contract dated as of August 1, 2003 between SFS and Rodda Construction, Inc.

8. As required by Section 119.0701, Florida Statutes, in all contracts competitively procured for services related to the New Improvements, including the Architect as set forth in Section 10(B)(1) and Contractor as set forth in Section 10(B)(4), SFS shall include in each such Contract, the following Notice in capital letters, 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 462-1441, bellamys@stlucieco.org, COUNTY ATTORNEY'S OFFICE, 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982.

SFS shall also include in each such Contract, a requirement that the contracting party comply with the following requirement of Florida's Public Records Law:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9. SFS agrees to include the following provisions (or substantively equivalent provisions) in the Construction Contract:

(a) Punchlist Procedures. Punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

There shall be the development of a single checklist of items required to render complete, satisfactory, and acceptable, the Work. No more than ten (10) days prior to Contractor's expected Substantial Completion of the Work as defined in the Construction Contract, Contractor shall schedule a walkthrough with SFS and the County ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a checklist ("Checklist") of items to be performed by the Contractor, based upon observations made between the Contractor, SFS and the County during the IW.

No later than forty (40) calendar days after reaching Substantial Completion, Contractor shall again initiate and request a second walkthrough of the Project with SFS and the County. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and for the purpose of developing a single and Final Punchlist.

The intent of this section is for SFS, County and the Contractor to cooperate to develop a single Final Punchlist to be completed no later than sixty (60) calendar days from the date of reaching Substantial Completion of the Work as defined in the Construction Contract. The single Final Punchlist shall be delivered no later than five (5) calendar days after the Punchlist has been developed and reviewed in accordance with this section. If the Work provided in this Construction Contract relate to more than one building or structure, or involves a multi-phased project, the single Final Punchlist is required to render complete, satisfactory, and acceptable all the Work for each building, structure, or phase of the Project and is due within the time periods set forth in this section.

In no event may the Contractor request payment of final retainage until the Final Punchlist is 100% complete.

Contractor agrees to complete the Final Punchlist items and the Final Contract Completion Date must be thirty (30) calendar days after the delivery date of the Final Punchlist. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to this Construction Contract.

Contractor acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as (a) the Final Punchlist is 100% complete, and (b) SFS has been able to operate or utilize the affected Punchlist item for an additional period of fifteen (15) days.

Contractor acknowledges and agrees that SFS may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the Contractor to address. The intent of any such generated list prior to Substantial Completion is to attempt to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the Contractor to address needed areas of corrective work as they may be observed by SFS during performance of the Work.

Contractor acknowledges and agrees that SFS shall determine whether an item on the Final Punchlist is completed and shall calculate the amount of payment to withhold if an item is incomplete, with SFS having the right to withhold the greater of 150% of the value of the item on the Final Punchlist that is incomplete or the amount of the retainage under this Construction Contract. Contractor acknowledges and agrees that in calculating the amount of payment that may be withheld by SFS as to any Final Punchlist item for which a good faith basis exists to determine that it is incomplete, SFS may, in calculating the amount equal to 150% of the value of the item (if SFS decides to withhold such amount rather than the amount of the retainage under this Construction Contract), include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

(b) **Reduction of Retainage Procedures.** After the Contractor has achieved fifty percent (50%) completion of the Work, retainage from subsequent Pay Applications shall be reduced to five percent (5%). Contractor may request a reduction of retainage previously withheld from ten (10%) percent of the total value of the Construction Contract to five (5%) percent after fifty (50%) percent completion of the Work which SFS shall authorize for payment unless justification for withholding exists, as permitted by Section 255.078, Florida Statutes. The term "Fifty Percent Completion" shall be defined as follows, in lieu of any other definition:

"Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of Contractors mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

(c) **Definition of Substantial Completion.** For purposes of this Construction Contract, and for compliance of those procedures, duties and obligations, the term Substantial Completion shall be as follows, in lieu of any other definition:

"Substantial Completion" is defined as that point where SFS and the County are able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that SFS and the County are able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use, with the

exception of incidental and incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work, to the satisfaction and approval of all authorities having jurisdiction.

(d) **Procurement of Subcontracts.** All subcontracts exceeding \$500,000 shall be and competitively awarded in accordance with the process set forth in Exhibit "O".

(e) **Contractor Self-Perform Work.** Upon approval by SFS, Contractor and any Related Entities as defined below, may use its own forces to perform a portion of the Work, as long as the cumulative percentage of the total self-performed construction work does not exceed 25% of the Direct Cost of the Work for the Project, as reflected in the approved GMP or latest approved estimates. SFS reserves the right to limit instances of self-performance to certain Work. There is no guarantee that any self-performed work will be allowed. Related Entities are prohibited from submitting competing bids or proposals and shall be disqualified for doing so, unless authorized hereunder. When authorized in advance to submit a competitive bid, the Contractor or Related Entity must submit its bid to SFS, at least forty-eight hours prior to the bid opening date and time. "Related entities" means any parent company, affiliates, subsidiaries, or other entities having common ownership or management with that of the Contractor or a subcontractor.

10. County agrees that the Contractor shall not be considered an agent of SFS for any purpose and shall be solely responsible for the Contractor's Work, and that the County will look solely to the Contractor and its carrier(s) and surety bond(s), and in no event to SFS, with respect to the performance of the Contractor's Work and any damages or losses which may arise from or out of any acts or omissions of the Contractor except to the extent caused by the negligent acts or omissions of SFS or its agents or representatives.

11. SFS shall have the right to purchase general construction liability insurance or other construction-related insurance acceptable to SFS, with terms, coverages, specifications and limits as determined by SFS as being reasonable in its sole discretion. The cost of such insurance shall be included in the Total Cost of the Work (as defined in this Section 10(B)(10)). County shall be an additional insured on such insurance policy, if any is purchased by SFS.

12. The Total Cost of the Work defined herein shall be paid by the County in accordance with the procedures set forth in Section 10(C)(9), below, out of the New Improvements Budget. The term "Total Cost of the Work" referred to in this Section 10 shall mean the sum of (i) the fees and expenses of the Architect in connection with all stages of the Architect's Work hereunder, including without limitation the Architect's consultants' fees and expenses, and all fees and expenses related to the obtaining of permits needed to construct the New Improvements, plus (ii) the Construction Contract Price, plus (iii) the fees and expenses of any consultants engaged directly for the design and construction of the New Improvements which are approved in advance by the County and competitively procured in accordance with Florida law (including the Program Manager under RFQ No. 16-049), plus (iv) any other approved costs, expenses or liabilities

incurred by SFS as a consequence of SFS's engagement of the Contractor, Architect or other consultants hereunder, including but not limited to SFS's attorneys' fees in connection therewith, plus (v) the costs of all permits required for the Work, plus (vi) the premium cost of all insurance, including without limitation comprehensive general liability insurance, general construction liability insurance, products and completed operations or other extended insurance, or other insurance acceptable to SFS, as SFS may elect to obtain with County's advance approval, whether directly or through another person or entity acting on SFS's behalf, as a consequence of SFS's engagement of the Architect and Contractor hereunder (referred to in this Section 10 as the "Additional Exposure Liability Insurance Coverage Insurance Premiums"). The Total Cost of the Work shall be subject to increase only as a consequence of Authorized Change Orders (as defined in this Section 10), to the extent such Authorized Change Orders actually increase the Total Cost of the Work; provided, however, that the County's obligations shall be limited to the New Improvements Budget. As between SFS and the County, SFS shall be solely responsible for any and all cost of the Work exceeding the New Improvements Budget. The Total Cost of the Work shall not include any other costs or fees whatsoever, including, without limitation, fees for construction, coordination, supervision or for review and approval of plans and specifications or proposed Change Orders by SFS or County, except as otherwise specifically set forth in this Agreement.

C. NEW IMPROVEMENTS – CONSTRUCTION.

1. Promptly following the execution of the Construction Contract and the issuance of all required approvals and permits, SFS shall cause the Contractor to commence the Work and to diligently and continuously pursue the Work to Completion. The term "Completion" as used in this Section 10 shall mean the completion of the Work, as evidenced by the issuance of a temporary or final certificate of occupancy or completion, as applicable, and the completion of all "punch-list" items.

2. County will cooperate in good faith to assist Architect and Contractor in obtaining all permits required for the construction of the Work from all applicable governmental authorities.

3. There shall be no change to the Final Plans, except pursuant to an Authorized Change Order (as such term is defined below). SFS shall have the right to request changes in the Work. As used in this Section 10, an "Authorized Change Order" shall mean a written instrument initiated and prepared by SFS and signed by County if required herein (or deemed approved as set forth herein), SFS and the Architect stating their agreement upon all of the following: (i) the agreed change in the Work; and (ii) the extent of the adjustment in the Total Cost of the Work, if any. County shall have a period of ten (10) business days following receipt of a request to approve a Change Order within which to review and approve same. If County fails to respond within such ten (10) business day period after the receipt of the proposed Change Order, then such proposed Change Order shall be deemed approved provided, however, that in no event shall the County be obligated to pay any costs associated with Change Orders in the event such costs cause the Total Cost of the Work to exceed the New Improvements Budget without a separate

written consent from the County identifying the additional funds to be provided. Such separate written consent shall not be deemed to have been provided by the County's failure to object to a Change Order. County shall not unreasonably withhold its consent to any proposed Change Order except the County shall have the absolute right to deny any Change Order request that would cause the New Improvement Budget to be exceeded unless SFS agrees to be solely responsible for the overage. County has the right to suggest Change Orders to SFS, and SFS agrees to consider each County request for a Change Order in good faith, provided that any Change Order proposed by County shall not have the effect of increasing the Total Cost of the Work, and to initiate an Authorized Change Order as set forth in this paragraph if SFS determines that such a Change Order is appropriate. Changes in the Total Cost of the Work due to an Authorized Change Order shall be limited to the actual net increase in the cost included in the definition of the Total Cost of the Work.

4. SFS and the County shall have the right to monitor the construction progress of the New Improvements at all times, provided that County shall not give direction, whether verbally or in writing or otherwise, to any Contractor, Architect or consultant engaged by SFS, except in an emergency situation. SFS understands that County shall procure a Program Manager to serve as its representative during the design and construction of the Project, as part of the New Improvements Budget cost (provided that the cost therefor shall be reasonable therefor in light of the services provided by the Program Manager). SFS agrees to cooperate with the County and its Program Manager, and use best efforts to create a spirit of harmony involving all companies providing services for the Project. The Program Manager shall have the opportunity to be included as a participant at all Project meetings, jobsite meetings and inspections, and shall have the opportunity to be included on all Project communications involving the Architect, Contractor and any authority having jurisdiction. All Project administration communications, necessary with the County, including disbursement requests and Change Order requests, shall be conducted through the Program Manager. Should Program Manager identify any work being performed in material deviation from the approved Final Plans, it shall immediately provide written notice to SFS and the County, with recommendations on remedying the non-compliance. If the non-compliance is not remedied within seven (7) days, County and SFS, through representatives possessing decision-making authority, shall meet promptly to discuss the issues and means of resolution.

5. In the event of any contractual dispute between the parties hereto that (i) occurs before Completion (as defined in this Section 10) of the New Improvements, and (ii) relates to the preparation and/or approval of the Conceptual Plans, Preliminary Plans, Final Plans, the Construction Work per the Final Plans, or any Change Order for any Phase of the Work, SFS and County shall attempt in good faith to agree to the resolution of the disagreement and/or the curative measures, if any, that are required to be undertaken, and if necessary will submit the dispute to non-binding mediation in an effort to resolve the dispute if the parties are unable to reach a resolution without outside intervention. If the parties are unable to resolve such dispute through non-binding mediation within 30 days of such dispute arising, then the dispute shall promptly be resolved by litigation pursuant to Section 39 of this Agreement.

6. The New Improvement Schedule, which shall be Exhibit "H" hereto, shall show:

(a) The anticipated time of commencement and completion of each of the various operations to be performed under this contract; and,

(b) The sequence and inter-relationship of each of these operations with the others and with those of other related contracts; and,

(c) The estimated time required for fabrication or delivery, or both, of all materials and equipment for the Work.

7. The New Improvement Schedule shall be revised by SFS as and when needed. SFS shall provide the County with written notice in the event that any revision as to the New Improvement Schedule changes the Required Completion Date (if and as that term or its equivalent is defined in the Contract).

8. Promptly after execution of this Agreement, the County shall deposit the entire amount of the funds that comprise the New Improvements Budget in an interest bearing account, in the name of the County, designated (and referred to in this Section 11) as the "New Improvement Account," and all interest thereon shall be added to the New Improvements Budget. The County will issue bonds in an amount sufficient to generate \$55,000,000 of funding for the New Improvements Budget, as provided for in this Section 10. Notwithstanding any provision herein to the contrary, the County shall have no obligation to provide funds for the New Improvements Budget in excess of the \$55,000,000 provided with the proceeds of the County's New Improvement Bonds without the express written consent of the County identifying the additional funds provided.

9. County shall disburse funds from the New Improvement Account, as follows, provided that in no event shall County be responsible for disbursing funds in excess of the New Improvements Budget for the Total Cost of the Work:

(a) Within twenty (20) business days following SFS's delivery to County of an invoice for the Additional Exposure Liability Coverage Insurance Premiums with certification that payment is due in the requested amount, County shall pay to SFS the entire amount of such invoice;

(b) Within twenty (20) business days following SFS's delivery to County of an invoice from the Architect with respect to the Architect's Work with certification that payment is due in the requested amount, County shall, following verification of entitlement and quantum due, pay to SFS, for the benefit of the Architect, the full amount of such invoice, which payment SFS will then forward to Architect within five (5) days of SFS's receipt thereof from County;

(c) Within twenty (20) business days following SFS's delivery to County of an invoice from the Contractor (which invoice shall reflect the applicable retainage), accompanied by the Required Documents (as such term is defined below) with certification that payment is due in the requested amount, County shall, following verification of entitlement and quantum due, pay to SFS, for the benefit of Contractor, the full amount of such invoice, which payment SFS will then forward to Contractor within five (5) days of SFS's receipt thereof from County. The term "Required Documents" referred to in this Section 11 means: (i) an affidavit from the Contractor certifying that the invoice is true and correct; (ii) a partial lien waiver from the Contractor for the full amount of the current invoice and partial lien waivers from all subcontractors, materialmen and others who have filed Notices to Owner with respect to all Work through the date of the prior invoice; (iii) a certificate from Architect stating that the portion of the Work described in such invoice has been completed in accordance with the Final Plans; and (iv) in connection with the final disbursement to the Contractor (A) a final lien waiver from the Contractor and from all subcontractors, materialmen and others who have filed Notices to Owner and (B) a final certificate of occupancy or a certificate of completion, as may be applicable;

(d) Within twenty (20) business days following SFS's delivery to County of any invoices from any consultants engaged by SFS and/or with respect to any other costs, expenses or liabilities incurred by SFS pursuant to or as described in Section 11(B)(9) of this Agreement previously approved and authorized by the County, County shall, following verification of entitlement and quantum due, pay to SFS the full amount of such invoices; and

(e) Upon Completion, to the extent that \$55,000,000.00 exceeds the Total Cost of the Work in connection with the New Improvements (with the amount of such excess hereafter referred to as the "Excess New Improvement Budget Funds"), the Excess New Improvement Budget Funds shall be added or devoted to the Additional Improvement Fund (as such term is defined in Section 5(A)).

(f) County shall have the right to review, verify, and audit if necessary, all requests for disbursements of any New Improvements Budget Funds, including invoices from the Architect and Contractor. SFS shall reasonably ensure that all requests for disbursements are sufficiently documented and accompanied by supporting invoices and time records, and in the case of Architect and Contractor, that they (i) maintain an "open book" project accounting practice, (ii) make all files and accounting records available for review and auditing upon reasonable request, and (iii) allow for backcharging for any erroneous billing, as these requirements relate to the New Improvements Budget.

11. DIGNITARY SEATING.

Prior to December 1 of each year, the County and SFS will cooperate and develop a dignitary seating arrangement that is reasonably acceptable to all the parties.

12. **FLORIDA STATE LEAGUE TEAM; GULF COAST LEAGUE TEAM.**

The parties acknowledge that the Club currently owns the St. Lucie Mets Florida State League team. This Agreement shall apply to the use of the facilities by the St. Lucie Mets and related operations during the Florida State League regular season and any post-season playoffs. In the event the Club terminates its ownership of a Florida State League team during the term of this Agreement, and does not either transfer ownership thereof to SFS or acquire ownership of or enter into a player development contract with another minor league team that will be scheduled to play its home games in the Stadium during the following Florida State League season, SFS shall notify the County as soon as practicable in advance of the beginning of the following Florida State League team season. In that event, the County may permit another Florida State League team to play its home games at the Stadium without the consent of SFS, provided that such minor league team's operations do not conflict with SFS's exclusive use of the Sports Complex from February through the beginning of the Florida State League season in April of each year during the Term of this Agreement or with SFS's use of the Sports Complex for GCL Mets operations (if any), as set forth in Section 15(A) below. The term "St. Lucie Mets" as used herein refers to the current or any future minor league baseball team owned or operated by or affiliated with SFS or the Club that plays its home games at the Sports Complex (excluding the GCL Mets, as defined below). The term "Florida State League" as used herein refers to the Florida State League, any successor league thereto, or any other minor league to which the St. Lucie Mets belongs.

The parties acknowledge that Club currently owns a Gulf Coast League team. All of the terms and conditions of this Agreement shall apply to the use of the facilities by that team during the Term, including without limitation for the Gulf Coast League regular season and any post-season playoffs. The term "GCL Mets" as used herein refers to any future minor league baseball team owned or operated by or affiliated with SFS or the Club that is a member of the Gulf Coast League and will play its home games at the Sports Complex, if SFS or the Club, as may be applicable, so decides in its sole discretion. The term "Gulf Coast League" as used herein refers to the Gulf Coast League or to any successor league thereto.

Other than as provided in the first paragraph of this Section 12 (and subject to SFS's right to assign this Agreement as set forth in Section 24), the County agrees that it will not permit any Florida State League baseball club other than the St. Lucie Mets, or any Gulf Coast League baseball club other than the GCL Mets, to use the Sports Complex during the Term of this Agreement.

13. **INDEMNITY AND INSURANCE.**

A. **SFS.**

To the extent allowed by law, SFS agrees to indemnify and hold County harmless from and all claims for personal injury, death, or property damage and any other losses, damages, charges or expenses, including attorneys' fees, which arise out of, in connection with, or by reason of the use of the Sports Complex by SFS, the Club or any affiliates, agents or successors of any of

the foregoing or by reason of any acts or omissions in connection with any obligations which are the responsibility of SFS under this Agreement, except to the extent such losses may be caused by the negligence or willful misconduct of the County, its agents or employees or by any acts or omissions of the Program Manager, Architect, Contractor or any of their respective employees, agents or subcontractors. SFS further agrees to undertake at its own expense the defense of any action brought against the County (with counsel subject to County's approval in its reasonable discretion), claiming damages arising out of, in connection with, or by reason of SFS's use of the Sports Complex by SFS, the Club or any affiliates, agents or successors of any of the foregoing or by reason of any acts or omissions in connection with any obligations which are the responsibility of SFS under this Agreement, except that in the event the claim is finally determined to have arisen due to the negligence or acts of the County, its agents or employees, the County agrees to reimburse SFS for the actual expenses, including attorneys' fees, incurred by SFS in defending the County. County agrees to cooperate in any defense by the SFS. The provisions of this paragraph shall survive the termination of this Agreement.

SFS shall maintain or cause to be maintained Comprehensive General Liability Insurance, including Property Damage and Personal Injury coverages, insuring against liability for damages or losses arising solely from the acts or omissions of SFS under this Agreement. Such policy shall name St. Lucie County as an additional insured. Limits of liability coverage to be not less than:

Bodily Injury Liability	\$5,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence

or

Bodily Injury and Property Damage Liability	\$5,000,000 each occurrence, combined single limit
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SFS shall maintain or cause to be maintained in effect Workers Compensation Insurance as required by Florida Statutes, covering all employees of SFS, including employer's liability insurance, with limits of not less than \$100,000 per accident.

SFS shall furnish County, not later than ten (10) business days after SFS's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above with an insurer reasonably acceptable to the County.

B. County.

To the extent allowed by law, the County agrees to indemnify and hold SFS and its members and affiliates harmless from any and all claims for personal injury, death, or property damage and any other losses, damages, charges, or expenses, including attorneys' fees, which arise out of, in connection with, or by reason of the use of the Sports Complex by the County or by reason of any acts or omissions in connection with any obligations which are the responsibility of the County under this Agreement, including, without limitation, in connection with or related to

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the New Improvements, the Additional Improvements, and any other construction conducted by the County (itself or through contractors), except to the extent such losses may be caused by the negligence or willful misconduct of SFS, its agents or employees or by any acts or omissions of the Architect, Contractor or any of their respective employees, agents or subcontractors. County further agrees to undertake at its own expense the defense of any action brought against SFS (with counsel subject to SFS's approval in its reasonable discretion) claiming damages arising out of, in connection with, or by reason of the use of the Sports Complex by the County or by reason of any acts or omissions in connection with any obligations which are the responsibility of the County under this Agreement, except that in the event the claim is finally determined to have arisen due to the negligence or acts of SFS, its agents or employees, SFS agrees to reimburse the County for the actual expenses, including reasonable attorneys' fees, incurred by the County in defending SFS. SFS agrees to cooperate in any defense by the County. The provisions of this paragraph shall survive the termination of this Agreement.

In addition, the County agrees to procure and pay for and at all times during the term of this Agreement maintain fire and extended and "special form" coverage (including without limitation insurance from and against all losses, damages, claims and liabilities related to or arising from acts of terrorism) on all property, both real and personal, with replacement cost coverage limits of not less than the replacement cost of the Sports Complex (including, without limitation, all New Improvements and Additional Improvements while being constructed and when completed) and also covering loss of income. The County is self-insured for general liability with statutory limits of \$200,000 per person/\$300,000 per incident pursuant to Section 768.28, Florida Statutes, and waives and has waived sovereign immunity to that extent. The insurance policies referenced above in this paragraph shall further name SFS and the Club as named insureds and shall provide a thirty (30) day notice of cancellation or non-renewal and a severability of interest endorsement.

The County shall furnish SFS, not later than ten (10) business days after the County's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above and with an insurer reasonably acceptable to SFS.

C. County warrants and represents that it is, and throughout the Term will remain, a member of and party to the Treasure Coast Risk Management Program ("TRICO," as set forth in the Revised TRICO Interlocal Agreement dated May 1, 1996) or such other pooled risk or self-insurance program acceptable to SFS in its reasonable discretion, and that SFS will be a beneficiary of all insurance and other protections available through the TRICO Risk Management Program (or such other accepted pooled risk or self-insurance program) including, without limitation, with respect to general liability, tort liability, loss or damage to property (e.g., the Sports Complex), and personal injury or death.

The County shall furnish SFS, not later than ten (10) business days after the County's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above and with an insurer reasonably acceptable to SFS.

D. County and SFS each do hereby and shall mutually release each other from liability and waive all rights of recovery against each other, for any loss or damage occasioned to County or SFS, as the case may be, from perils insured against, or required hereunder to be insured against, under their respective property insurance policies, whether due to negligence or any other cause. Any property insurance policy required herein covering loss, damage, or destruction by fire or other insured casualty, shall include a waiver of the insurer's rights of subrogation against the other party.

In the event a claim is filed against a party for operations that are covered by the provisions of this Agreement, the party agrees to notify the other party of the claim within ten (10) days after the party receives the claim.

14. **RESPONSIBILITIES OF PARTIES.**

The responsibilities of the parties shall be as follows:

A. **County.**

(1) County shall maintain proper HVAC systems and equipment in throughout the Sports Complex, and shall perform all maintenance thereof at County's sole cost and expense.

(2) County shall be responsible for providing and bearing the cost of an adequate number of qualified security personnel at the Sports Complex for Club major league spring training games and Florida State League games. The County shall be responsible for public order and safety in manner consistent with the County's practices under the Prior FUA, including the creation, establishment and implementation of security, safety and emergency plans and procedures and related contingency plans, all of which shall be in consultation with SFS and the Club. County shall be responsible for coordinating with all local, state and federal agencies to the extent appropriate, and for providing, at its expense, comprehensive training for all security personnel who work at the Sports Complex with respect to County's security, safety and emergency plans and procedures (which training shall occur at least once per year during the Term prior to the commencement of major league spring training, in consultation with SFS and the Club). County shall keep SFS and the Club fully informed with respect to its security, safety and emergency plans and procedures, and with respect to all training and coordination with local, state and federal agencies. County shall have the responsibility to eject persons from the Stadium or from the Sports Complex as necessary, including at the request of SFS; County shall consult with SFS before ejecting any persons from the Stadium during SFS Events except to the extent such consultation is impracticable in the event of an emergency.

(3) County shall be responsible for all utilities (excluding the Barwis facility and the Player Academy Spaces), including telephone (excluding long distance toll charges), heat, water and sewer, electricity, air conditioning, and appropriate night lighting.

(4) SFS and the County agree that the New Improvements shall, to the extent agreed upon by SFS and the County, maximize energy savings using "green" technology and equipment.

(5) In addition to the right to occupy the Sports Complex, SFS and its agents, employees, suppliers and other persons appropriate for SFS to enjoy the use of the Sports Complex premises as contemplated herein, shall have access, in common with others designated by the County, to such areas of the Sports Complex as necessary or appropriate to provide services or otherwise enjoy the use of the Sports Complex as contemplated herein, subject to customary and reasonable security precautions.

(6) If SFS contends that the County has failed to comply with a material obligation of the County pursuant to this Agreement with respect to the maintenance of the Sports Complex, and if as a result SFS contends that an Exigent Condition (as defined below) exists at the Sports Complex, then, in addition to any and all other remedies available to SFS, SFS shall be entitled to (a) take such measures as are strictly necessary to address the Exigent Condition, and (b) deduct the cost of such measures from the payments to be paid by SFS to the County pursuant to Section 6(A) of this Agreement, subject to the County's right to object to and contest such deduction by seeking judicial intervention, which right is expressly reserved. SFS shall not be entitled to deduct such cost unless, prior to addressing the Exigent Condition, (i) SFS provides written notice to the County identifying the Exigent Condition, the measures which SFS intends to take to address it, and the cost thereof, and (ii) the County fails to remedy the Exigent Condition within a reasonable period of time following the delivery of such notice. "Exigent Condition" shall mean (x) any condition of any playing field that creates a potential substantial risk to participants in games and/or practices on the field, (y) any condition elsewhere within the Complex that creates a potential substantial health or safety risk to SFS's invitees at the Sports Complex, or (z) any condition that, if not promptly remedied, would result in the loss of substantial revenues generated at the Sports Complex.

B. SFS.

(1) SFS shall not in any manner, directly or indirectly, violate any laws, ordinances, rules or regulations of any federal, state, county, city or other governmental authority or agency in connection with the use and occupancy of the Sports Complex under the terms of this Agreement.

(2) SFS shall use and occupy the Sports Complex in a reasonably safe and careful manner and exercise reasonable care not to in any way mar, deface, or injure any part of the premises, ordinary wear and tear excepted. At the conclusion of this Agreement, SFS shall surrender the premises to the County in as good condition and repair as at the beginning of SFS's occupancy, except as to ordinary wear and tear and except as to damage by fire, other casualty, or the elements.

(3) Except with respect to the Telecommunication Equipment described below in Section 14(B)(5) and any property of SFS and as otherwise contemplated by this Agreement, SFS shall not make any material permanent or structural changes, improvements or alterations to the Sports Complex except as provided for in this Agreement without the written consent of County which shall not be unreasonably withheld, conditioned or delayed.

(4) At its expense, SFS is responsible for providing a sufficient number of ticket sellers and ushers during SFS Events.

(5) SFS shall be responsible for the installation and maintenance of any radio and television facilities and telephone systems that it deems necessary for its operations ("Telecommunication Equipment"). Prior to the installation of any such equipment, SFS shall submit plans for such installation to the County for approval, which approval may not be unreasonably withheld. Upon termination of this Agreement, SFS agrees to remove the Telecommunication Equipment and restore the premises to their prior condition. SFS may pass these costs on to parties other than County. The County has paid for the necessary utility lines to the areas designated for radio and TV facilities in the site plan and has had the lines stubbed at the required points. If further improvements are needed, those improvements shall be included in the New Improvements.

15. **OTHER USE OF PREMISES.**

A. SFS shall have sole and exclusive use of the Sports Complex, including the Stadium, from February through the beginning of the Florida State League season in April of each year during the Term of this Agreement (including any options). As long as SFS or its affiliates (including specifically the Club) own or operate or have a player development contract with a Florida State League team or other St. Lucie-based minor league team, SFS shall have priority use of the Sports Complex for the benefit of such team during the entire Florida State League season according to the Event Schedule set forth in Section 15(B) below, including, where applicable, post-season play. If SFS or its affiliates (including specifically the Club) continue to have or acquire ownership of or the right to operate or have a player development contract with a Gulf Coast League team, SFS shall have priority use of the Sports Complex for the benefit of such team during the entire Gulf Coast League season according to the Event Schedule set forth in Section 15(B) below, including, where applicable, post-season play. SFS shall have the exclusive use and control of those portions of the Sports Complex used for SFS Events, including without limitation the exclusive right to determine and implement the rules and policies that relate to the admission of patrons to those portions of the Sports Complex used for SFS Events.

B. Subject to the SFS's uses of the Sports Complex as set forth in Section 15(A) above, each year during the Term SFS shall provide the County with a preliminary schedule of its events on or about December 1, and thereafter a definitive schedule of SFS Events and County Events to be held at the Sports Complex (hereinafter, the "Event Schedule") shall be prepared as follows:



HIRE/PERSONNEL ACTION FORM

Employee Information

Employee: zayas, alexis
Address 1: 968 SW Bay State road
Address 2:
City: port st lucie **State:** Florida **Zip:** 34953
Phone: (772) 3079188
Gender: Male **Ethnicity:** Hispanic or Latino

Hire Information

Person ID: 17729072
Job Class #: 101632 **Job Class:** Foreman II (Nights/Weekends) - 101632
Hire Date: 08/25/19 **Pay Rate:** \$15.44
Department: Parks and Recreation
Division: Regional Parks & Stadiums
Hire Req. #: 01482 **Job Term:** Full-Time Non-Exempt
Comments: Promotion Eligible for 5% upon successful completion of 6 month probationary period.

Additional Information

Pay Grade Level: U13
Normal Work Week Schedule: Sunday - Wednesday, Saturday.
Supervisor's Name: Eric Jackson
Supervisor's Contact Number: 772-462-2110
Position Charge-out Fund / Funds: 001-7210-512000-700
Eligible for End of Probation Increase: Yes
Percentage of increase: 5
Employee ID#: B2887
Orientation Date:

Date of Birth: 07/19/1981
Bargaining Unit: Yes
Workers Comp. Code: 9102
Please give the full name of the person that will be evaluating this employee: James Eric Jackson
Promotion: Yes
Original Date of Hire: 10/07/2013
Pre-employment Screening: Current Employee
Specialty License / Certification Verification:
Other Verifications:
Type of Employee Badge: Regular
Door Access: Yes
Employee Number: B2887
Email: zayasa@stlucieco.org
Action Type: Promotion
PF_DirectManagerNumber: B407

Approvers

Parks, Recreation & Facilities	Redden, Willie	08/23/19 12:30 PM
Human Resources	McNichol, Sue	08/23/19 12:40 PM
Human Resources Manager	Baber, Douglas	08/23/19 03:50 PM

Printed on August 23, 2019

(i) First, all dates in the months of February through the beginning of the Florida State League (or other minor league to which a St. Lucie-based baseball team owned by or affiliated with Club belongs) season in April shall be reserved on the Event Schedule exclusively for New York Mets spring training and exhibition season activities;

(ii) Second, all dates for Florida State League home games, workouts and practices, all possible dates for Florida State League post-season or playoff games or other Florida State League events (including without limitation All-Star games and pre-season games), and all dates for New York Mets minor league spring training activities and instructional league play shall be added to the Event Schedule;

(iii) Third, all dates for GCL Mets home games, workouts and practices, and all possible dates for GCL post-season or playoff games or other Gulf Coast League events (including without limitation All-Star games and pre-season games);

(iv) Fourth, all dates for Mets Fantasy Camp games, workouts and practices;

(v) Fifth, after SFS informs County of the dates contemplated in subparagraphs (i), (ii), (iii) and (iv) above, SFS and County shall each be entitled to reserve the use of the Sports Complex on other dates during the year for other SFS Events and County Events, respectively, by providing a "New Event Notice" as described below, with the first to obtain approval of a New Event Notice according to the procedures set forth below in this Section 15 for each such other proposed Event obtaining the right to use the Sports Complex for such Event.

C. Whenever a party desires to add an Event to the Event Schedule pursuant to Section 15(B)(iii), it shall give written notice ("New Event Notice") to the other party of its request to do so as soon as reasonably possible, but in no event later than ten (10) days prior to the date of the proposed Event. Each New Event Notice shall include a description of the proposed Event, including the nature, starting time and estimated duration thereof; the expected attendance thereat; the identity and experience of the promoters and organizers of the proposed Event, and their principals; a description of the financial assurances (e.g., bonds, security deposit) to be provided by the Event promoters or organizers; a description of any special safety, security, cleaning, maintenance, restoration or other services that will be obtained in connection with the proposed Event; and the approximate preparation and clean-up periods for the proposed Event.

The party receiving a New Event Notice shall notify the other party as soon as reasonably possible but in no event more than five days after its receipt of such New Event Notice, whether the receiving party objects to the proposed Event. If no written notice of objection is given within such five-day period, the Event shall be deemed approved. If notice of objection is given within such five-day period, the parties shall cooperate to determine what, if any, modifications to the proposed Event, or further assurances or services in connection therewith or therefore, would cause the objecting party to consent to the proposed Event. When any proposed new Event is approved by the other party (including by a failure to object), the Event shall be added to the Event Schedule.

In the event of any unresolved dispute regarding whether an Event that is the subject of a New Event Notice and an objection should be put on the Event Schedule, SFS and County will submit the dispute to non-binding mediation, and if the parties are unable to resolve the dispute through non-binding mediation, then the dispute shall promptly be resolved pursuant to Section 39 of this Agreement on an expedited basis at the request of either party.

A proposed Event may not be added to the Event Schedule unless the scheduling thereof would be in compliance with each of the following criteria: (i) No more than one Event may be held at the Sports Complex per day without each party's consent, which either party may withhold in its sole and absolute discretion; (ii) Events shall be scheduled so as to allow reasonably sufficient preparation, clean-up and restoration periods between each Event, which shall be subject to the Maintenance Standard; (iii) No County Event may be scheduled to take place between January 16 and January 31 of each year during the term without SFS's consent, which consent may be withheld in its sole and absolute discretion; and (iv) the Event must be a specific planned Event (i.e., neither party may reserve a date on the Event Schedule on the basis that it intends to hold on such date a certain type of Event, as opposed to a specific Event).

In determining whether a party's objection to an Event proposed by the other party is reasonable, consideration shall be given to, among other things, whether the promoted or organizer of the Event: (i) is reasonably capable of producing the Event; (ii) will be providing reasonably adequate financial assurances (e.g., bonds, security deposit) to protect SFS's and County's respective rights hereunder; and (iii) will be providing reasonably adequate safety, security, cleaning, maintenance and restoration services for the Event.

D. Nothing in this Agreement shall prevent the County from using the portions of the property described in Exhibit "B" that are not used for baseball facilities or in connection with SFS's use of such facilities, provided that such uses do not interfere with SFS's use of the Sports Complex or otherwise conflict with SFS's rights under this Agreement (including, without limitation, SFS's exclusive right to operate concessions at the Sports Complex during the Term). The County agrees that during the term of this Agreement, the County shall use or authorize others to use the remaining property described above only for community events, sports and recreational purposes. The County shall be responsible to repair or replace any portion of the facilities which are altered, damaged or otherwise affected by any non-SFS use.

E. Notwithstanding any other provision of this Agreement (except Section 12, solely with respect to Florida State League play) the County agrees that it will not permit any other Major or Minor League baseball club to use the Sports Complex during the term of this Agreement or any extension thereof without SFS's approval in advance in writing in its absolute discretion.

F. Any of the property described in Exhibit "B" that is not being used by the County or SFS may be used by the parties as additional unpaved parking provided that such use does not interfere with SFS's permitted use of the Sports Complex.

G. In the event of a declared federal, state or local emergency, the County may use the Sports Complex as a staging area for disaster preparations, response or other related uses ("Staging Uses"), provided that (i) the County will reimburse SFS for all costs incurred and revenue lost by SFS as a result of the Staging Uses and (ii) the County will use best efforts to minimize interference with SFS's operations at the Sports Complex and will immediately restore any resulting damage to the Stadium caused as a result of the Staging Uses. The parties further agree to cooperate in obtaining any federal or state funds that may be available for this purpose.

16. **PUBLICITY AND PROMOTION.**

A. The County will promote the New York Mets and the Club's St. Lucie-based minor league team(s), as well as the sale of home game tickets for such teams. County shall submit all promotional material to SFS for approval, which approval shall not be unreasonably withheld.

B. **SFS Obligations.**

As additional consideration for the use of the Sports Complex SFS shall provide, or shall cause the Club to provide the County with the advertising services set forth in Exhibit "M" attached hereto during each year of the Term.

17. **ADDITIONAL COVENANTS OF SFS AND COUNTY.**

A. SFS shall use and occupy the premises solely for the purposes specified in this Agreement.

B. SFS shall pay all taxes or assessments on its operation as well as on goods, merchandise, fixtures, appliances, equipment and property owned by it and located in or about the Sports Complex. SFS shall have no obligation to pay any real estate or property taxes under any circumstance.

C. To the extent that SFS desires to acquire and construct facilities at the Sports Complex which are eligible under applicable state and federal laws to be financed through the issuance by the County, solely as a conduit issuer, of either taxable or tax-exempt revenue bonds, which bonds shall not be or constitute a debt or obligation of the County, the County will cooperate with SFS to the end that the County may be a conduit issuer of such bonds and, to the extent applicable, will give SFS priority for private activity volume cap; provided, that all reasonable costs and expenses incurred by the County in connection with the consideration and consummation of such financing, which shall be disclosed in advance and in writing by the County and subject to the approval of SFS, will be borne solely by SFS.

18. **DEFAULT; TERMINATION.**

A. If the property covered herein shall be deserted or vacated for an entire spring training season, unless such absence is due to a labor dispute or other causes beyond SFS's control,

or proceedings are commenced against SFS in any Court under a bankruptcy act or for the appointment of a trustee or receiver of SFS's property either before or after the commencement of the Term, or if there shall be a default in the payment of any monies due hereunder for more than twenty (20) days after written notice of such default to SFS, or if there shall be default in the performance of any other material covenant, agreement, condition, rule or regulation herein contained or hereafter established, on the part of SFS for more than twenty (20) days after written notice of such default by the County (or if such default is incapable of being cured within twenty (20) days, within such longer period of time as shall be reasonably required for such cure, unless SFS has taken no substantial steps to effect such cure within such period), then at the sole option of the County, this Agreement may be terminated by the County. In addition, the County may terminate this Agreement if (i) the New York Mets shall cease to be a franchise in a major league baseball league, (ii) during any spring training during the Term, Club schedules a majority of New York Mets spring training home games at a facility other than the Sports Complex for reasons other than unavailability of the Sports Complex or any breach of County's obligations hereunder, or (iii) during any Florida State League season, Club schedules a majority of the home games of the Club's Florida State League team at a facility other than the Sports Complex for reasons other than unavailability of the Sports Complex or any breach of County's obligations hereunder. In the event the County terminates this Agreement for the reasons set forth above in this paragraph, the County shall have the right to re-enter or repossess the property during the period of SFS's right to use thereof, either by summary proceedings, surrender or otherwise other than force, and dispossess and remove therefrom SFS, or other occupants thereof, without being liable for any prosecution therefore. Should the County reasonably incur expenses in enforcing its rights hereunder, specifically including attorneys' fees and court costs (at the lower court and appellate levels), and County prevails in such legal action, said expenses shall be reimbursed to the County by SFS.

B. SFS shall have the right, at any time and at its sole option, to terminate this Agreement and all of its obligations hereunder upon written notice to County (the "Termination Notice") provided by SFS on or before March 31 of any year during the Term, which notice shall terminate the Agreement effective as of December 31 of that calendar year. In the event of termination pursuant to this provision, as the County's sole remedy against any person relating to such termination of this Agreement County will accept (i) a series of payments for outstanding amounts remaining on Refunding Bonds as set forth in Section 37, and (ii) a series of semi-annual payments tied to the County's schedule of debt service payments in connection with the New Improvement Bonds, which New Debt Service Schedule shall be incorporated into this Agreement as Exhibit "I" hereto upon issuance of the New Improvement Bonds (which includes State Development Funds (as defined below) that will be used by the County to pay the debt service on the New Improvement Bonds). Such payments in connection with the New Improvement Bonds, referred to herein as the "Debt Service Payments," shall be made by SFS to the County on each "Period Ending" date referenced in the first column of Exhibit "I" hereto that follows the effective date of the termination of this Agreement. The amount of the Debt Service Payment due on each such post-termination "Period Ending" date shall be an amount equal to the "Total Debt Service Payment" in the last column of Exhibit "I" hereto corresponding to the "Period Ending" date in question, provided, that in the event it is determined by the County's bond counsel that the

acceptance of such payments by the County will adversely affect the tax-exempt status on any of the New Improvement Bonds that are issued on a tax-exempt basis, SFS shall either (i) pay to the County the amount necessary to offset the change in tax status to the holders of the tax-exempt New Improvement Bonds, which may be retroactive to the date of issuance of the New Improvement Bonds, or (ii) provide funding to the County sufficient to prepay in full said tax-exempt New Improvement Bonds at the earliest permitted call date, plus all interest and principal due and owing through that date of redemption. Upon request, the County will inform SFS whether its bond counsel believes that acceptance of the payments set forth in this section by the County will adversely affect the tax-exempt status on any of the New Improvement Bonds.

The parties agree that these respective amounts constitute reasonable and just compensation for such termination by SFS, and SFS hereby promises to pay to County, and the County hereby agrees to accept, the appropriate payment amount described above as liquidated damages, and not as a penalty, and as its sole and exclusive remedy related to the termination of this Agreement by SFS, and County waives all other rights and remedies in connection therewith.

If the property covered herein shall be deserted or vacated by the County either before or after the commencement of the term of this Agreement, or if there shall be a default in the payment of any monies due hereunder by the County for more than twenty (20) days after written notice of such default to the County, or if there shall be a material default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereafter established, on the part of the County for more than twenty (20) days after written notice of such default by SFS, then at the sole option of SFS, this Agreement may be terminated by SFS. Should SFS incur expenses in enforcing its rights hereunder, specifically including attorneys' fees and court cost (at the lower and appellate levels), and SFS prevails in such legal action said expenses shall be borne by the County.

In the event SFS terminates this Agreement, SFS shall immediately vacate the Sports Complex, but reserves the right to seek damages and any or all other remedies caused by any default or breach of this Agreement by County.

19. **DAMAGE OR DESTRUCTION.**

In the event of the damage or destruction of the property described in Exhibit "B" or any of the structures (including the Stadium) or improvements located thereon by fire or other casualty, there shall be an obligation on the part of the County to use the insurance proceeds for the purpose of rebuilding such facilities. The County shall be responsible for providing the funds necessary to rebuild the facilities in the event the proceeds from the insurance referenced in Section 13(B) above are not sufficient to cover the cost of such rebuilding.

County shall complete the reconstruction and repair of the Sports Complex following any such damage or destruction, as soon as reasonably possible, and in any event within two hundred seventy (270) days following the occasion of such damage or destruction. Within thirty (30) days following the occasion of such damage or destruction, County shall provide SFS with County's

architect's and/or engineer's reasonable estimate of the time required for the reconstruction and/or repair of same. In the event that the estimate shall reflect that more than two hundred seventy days shall be required for the repair and/or reconstruction, SFS shall have the right to terminate this Agreement by written notice to County, within thirty (30) days thereafter. Further, if in fact the reconstruction and repair shall not be completed within two hundred seventy (270) days (or such longer time to which SFS may agree), SFS shall have the right to terminate this Agreement by written notice to County within thirty (30) days following the end of such two hundred seventy day (or longer, as the case may be) period.

During the repair and/or reconstruction of the damage or destruction to the Sports Complex, until same shall be completed, all of the obligations and responsibilities of SFS hereunder shall be abated on an equitable basis, to the extent that such damage or destruction shall interfere with the use by SFS of the Sports Complex as contemplated hereunder.

20. **EMINENT DOMAIN.**

In the event that any portion of the premises should be taken by the exercise of the right of eminent domain so as to materially affect SFS's operations, SFS may terminate this Agreement as of the date of taking. In the event that SFS does not terminate this Agreement as a result of any taking, following any such taking SFS's obligations and liabilities hereunder shall be proportionately adjusted, on an equitable basis, to the extent that such taking shall damage or otherwise materially adversely affect the use by SFS of the Sports Complex as contemplated herein. All proceeds for such taking shall be paid to the County or SFS as their interests may appear, provided that the foregoing shall not preclude SFS from pursuing a separate award for damages to SFS's furnishings, fixtures and equipment, moving expenses and any other losses relating to SFS's business permitted by law to be recovered, including, without limitation, the loss of SFS's leasehold.

21. **FAMILIARITY WITH BONDS.**

Anything else in this Agreement to the contrary notwithstanding, SFS acknowledges that County is or will be bound to the holders of certain [Bonds] which relate to the Sports Complex. SFS agrees to cooperate reasonably with the County to maintain the tax-exempt status of the bonds, provided, however, that such cooperation shall not entail material modification of the terms and conditions of this Agreement nor cause SFS or any affiliate to incur any cost or expense in connection therewith.

22. **NON-DISCRIMINATION.**

SFS, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, national origin or sex shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in the use of the facilities excluding uniformed baseball personnel. The terms of this Section shall be binding upon SFS's successors in interest and assigns.

23. **CONFLICT OF INTEREST.**

The County hereby represents and warrants that neither it nor any of its directors, officers, members, partners, officials, representatives, or employees has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance of rendering of the services herein provided. The County further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the County of St. Lucie nor any person whose salary is payable, in whole or part, from the County Treasury, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporations, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

24. **ASSIGNMENT; SUBLEASES AND LICENSES.**

SFS may assign any or all of its rights and obligations pursuant to this Agreement to any entity that owns and operates the New York Mets franchise, and may assign any or all of its rights and obligations with respect to use of the Sports Complex for minor league operations to any entity that owns the Florida State League affiliate (or, if applicable, the Gulf Coast League affiliate) of the New York Mets. Should Club sell its major league baseball franchise during the term of this Agreement, SFS shall make a good faith effort to assign its rights and delegate its duties under this Agreement to the entity that acquires such franchise. Subject to the approval of the County, which approval may not be unreasonably withheld, conditioned or delayed, SFS may assign all of its rights and obligations pursuant to this Agreement to an owner or operator of another Major League Baseball club. Upon SFS's assignment of this Agreement and all of its rights and obligations hereunder, all of SFS's duties and obligations under this Agreement shall terminate and cease to be of any further force or effect as of the effective date of the assignment and the County shall look solely to the assignee for performance of the duties and obligations under this Agreement thereafter. Except as expressly set forth above in this Section, no party may assign its rights or obligations under this Agreement without the written consent of the other party. Notwithstanding the foregoing, SFS shall have the right to enter into subleases and/or licenses with third parties with respect to any of its rights and obligations hereunder with the consent of the County, which consent shall not be unreasonably withheld, except SFS may not, without County's prior consent, sublease or license the use of any portion of the Sports Complex to any Major League Baseball team other than the Club or to any other entity if such sublease or license would cause cost or expense to the County beyond those that County would otherwise incur from SFS's Permitted Uses under this Agreement, provided that the County shall not withhold such consent if SFS and/or the proposed sublessee agrees to pay any such additional costs and expenses.

25. **ENTIRE AGREEMENT.**

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other written or oral negotiations, understandings and representations (if any) made by and between such parties.

26. **AMENDMENTS.**

The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only in a writing signed by the parties hereto and making specific reference to this Agreement. In addition, this Agreement may not be amended without MLB Approval (as that term is defined in Section 40 of this Agreement).

27. **FURTHER ASSURANCES.**

The parties hereby agree from time to time to reasonably execute and deliver such further and other transfers, assignment and documents and reasonably do all matters and things which may be convenient or necessary to more effectively and completely carry out the terms of this Agreement.

28. **BINDING EFFECT.**

All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

29. **NOTICES.**

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile communication but excluding e-mail) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service (with acknowledgment of receipt), telecommunicated (including by fax), or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

AS TO COUNTY:

St. Lucie County Administrator
2300 Virginia Avenue
Fort Pierce, Florida 33482
Telephone: (772) 462-2130
Facsimile: (772) 462-1648

With a copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Fort Pierce, Florida 33482
Telephone: (772) 462-1420
Facsimile: (772) 462-1440

AS TO SFS:

Sterling Facility Services, L.L.C.
Attn: Paul Taglieri, Vice President
527 NW Peacock Boulevard
Port St. Lucie, FL 34986
Telephone: (772) 871-2121
Facsimile: (772) 878-9802

With a copy to:

Sterling Facility Services, L.L.C.
Attn: David Cohen, Vice President
Citi Field, 120-01 Roosevelt Avenue
Flushing, New York 11368
Telephone: (718) 565-4397
Facsimile: (718) 335-8066

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date telecommunicated if by facsimile device, and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

30. **HEADINGS.**

The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

31. **PRONOUNS.**

In this Agreement, the use of any gender shall be deemed to include both genders, and the use of the singular shall include the plural, wherever it appears appropriate from the context.

32. **SURVIVAL.**

No covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the termination of this Agreement except as expressly stated herein. In addition to the survival of specific Sections of this Agreement as expressly stated in such Sections, the terms of Sections 9(C), 13, 29 and 36 of this Agreement shall survive the termination of this Agreement.

33. **WAIVERS.**

The failure or delay of any party prior to a period which would constitute laches at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any known right, power or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

34. **FORCE MAJEURE.**

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control ("Force Majeure Events") including, without limitation, strikes, lockouts, or other industrial disturbances (but excluding Major League Baseball strikes and lockouts); fires; unusual climatic conditions such as hurricanes, floods, tornados and the like; acts of God; or acts of a public enemy, war, police action, terrorism and the like. The party unable to perform as a result of a Force Majeure Event shall promptly notify the other of the beginning and ending of each such period. During the period of any Force Majeure Event, until same shall be concluded, all of the obligations and responsibilities of SFS hereunder shall be abated on an equitable basis, to the extent that such Force Majeure Event shall interfere with the use by SFS of the Sports Complex as contemplated hereunder. If any period of a Force Majeure Event prevents SFS from using the Sports Complex in the manner contemplated herein for all or a substantial part of any Major League Baseball Spring Training season or Florida State League season (or, if applicable, a Gulf Coast League season) and SFS does not receive satisfactory assurances from the County that a Force Majeure Event will not prevent SFS's use of the Sports Complex as contemplated in this Agreement for a substantial part of the following Major League Baseball Spring Training season, SFS shall have the right to terminate this Agreement upon sixty (60) days written notice to the County.

35. **GOVERNING LAW.**

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, applicable to agreements wholly negotiated, executed and to be performed in that state, without regard to principles of conflicts or choice of laws.

36. **SECTION 288.11631, FLORIDA STATUTES.**

A. Section 288.11631, Florida Statutes is intended to provide a process for the retention of spring training baseball franchises within the State of Florida (the "State") that are funded with State incentive funding. SFS and the County acknowledge that the amount of State incentive funding provided by the State for the Sports Complex is based on the continual use of the Sports Complex by a spring training baseball franchise for the entire length of the Term.

B. The County will submit an application to the Florida Department of Economic Opportunity for Twenty million dollars (\$20,000,000.00) in funding assistance for the New Improvements that are described in the Facilities Use Agreement. In connection with this application and as a condition of any award of funding under Section 288.11631, Florida Statutes, SFS must agree to reimburse the State of Florida for the funds expended by the County for the New improvements that the County received from the State of Florida if the Club relocates before the term of the Facilities Use Agreement expires.

C. SFS covenants and agrees with the County that if the County terminates this Agreement pursuant to its rights under Section 18(A), or if SFS terminates this Agreement pursuant to its rights under Section 18(B) for any reason other than a breach of this Agreement by the County, then SFS shall reimburse the State for the total amount of distributions actually paid from the date of such termination through the final maturity of the New Improvement Bonds (the "State Development Funds"). Repayment to the State shall not discharge SFS from any other obligations set forth in this Facilities Use Agreement.

D. The Parties agree that if SFS terminates this Agreement pursuant to its termination rights under Section 19(B) following a breach by the County, SFS will promptly notify the applicable agency of the State of Florida that has been charged with administrative oversight and enforcement of the State Development Funds (the "Agency") of the circumstances for such termination, and SFS will not have any obligation to repay either the County or the State for any State Development Funds in connection with such SFS termination. The County shall hold SFS harmless from any assertion or claim by the State that the State Development Funds shall be repayable to the State by SFS if SFS terminates this Agreement pursuant to its termination rights under Section 19(B) following a breach by the County.

E. The State of Florida is a third party beneficiary of this Facilities Use Agreement as to the obligations imposed by Section 36. The State shall have: 1) Standing to seek and complete performance of the obligations in this Section in law or equity and 2) Standing to initiate and/or defend an action at law or equity relating to obligations.

37. **2011 BONDS.**

The County will refund the existing 2011 Improvement Bonds (as defined in Section 5(K) of the Prior FUA) on or around November 1, 2016 (the "Refunding Bonds"). The new Refunding Bonds shall have the same remaining term as the 2011 Improvement Bonds. In addition to the Base Rent payments and Additional Rent payments made by SFS pursuant to Section 6(A), SFS will make additional payments to the County, such payments being equal to the amounts set forth in the last (Total Debt Service Payment) column of Exhibit "J" on the dates indicated in the first (Period Ending) column of Exhibit "J" that follow commencement of the Term of this Agreement, or in the alternative, if SFS elects, such payments being equal to the amounts and on the dates set forth in the debt services schedule for the Refunding Bonds.

38. **AGREEMENT RUNS WITH LAND.**

This Agreement is intended to run with the land and shall be binding upon all of the County's successors and assigns. SFS and County shall enter into a short form Memorandum of this Agreement which shall be recorded in the Public Records of St. Lucie County, Florida. This Agreement is not revocable by County and is not terminable by County except as expressly set forth herein.

39. **DISPUTE RESOLUTION.**

All disputes arising from or related to this Agreement whether the action is brought in contract, tort, statutory claim or any other theory of liability, shall be subject to litigation as the final mode of dispute resolution. Exclusive venue for litigation of any disputes rests exclusively in the Circuit Court for St. Lucie County, Florida. As an express condition precedent to litigation all litigation shall be subject to non-binding mediation to be conducted within ninety (90) days of the dispute arising. The parties shall mutually select a qualified mediator, and failing accord, a mediator shall be appointed by the American Arbitration Association and mediation shall be conducted in accordance with its rules, costs and fees to be split equally by the parties.

40. **SUBSERVIENCE.**

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

B. The following defined terms apply to this Section 40:

“Major League Baseball” or “MLB” means, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Clubs acting collectively.

“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.

“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.

"MLB Approval" means, with respect to the Major League Baseball 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) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

"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.

"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, on behalf of the National Association (the "Professional Baseball Agreement"), (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).

"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.

"BOC" 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.

"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.

"Minor League Rules and Regulations" means (a) the National Association Agreement and the Constitution and Bylaws of each Minor League 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, and (b) the present and future mandates,

rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, each Minor League or the National Association as in effect from time to time.

“National Association” shall have the meaning ascribed to it in the Professional Baseball Agreement.

“National Association Agreement” means the Constitution and By-Laws of the National Association.

“Minor League” shall mean each Minor League (as that term is defined in the Major League Rules) of which a Minor League Club (as that term is defined in the Major League Rules) that plays its home games at the Sports Complex is a member or to which such a Minor League Club otherwise belongs.

“Person” means any individual, corporation, partnership, association, limited liability company, joint venture, trust, estate, joint stock company or other similar organization, government or political subdivision thereof, or any other person or entity, including, without limitation, the Major League Baseball Clubs, the Commissioner, the BOC, and each other MLB Entity.

41. PUBLIC RECORDS RETENTION

SFS shall comply with the requirements of Section 119.0701 of the Florida Statutes with respect to all services provided to County under this Agreement, including but not limited to the following:

1. Keep and maintain public records required by the County to perform the services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if SFS does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If SFS transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. SFS keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the County.

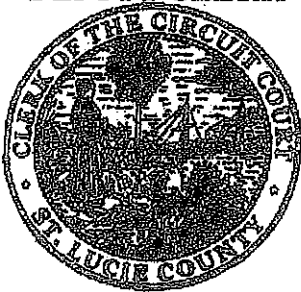
IF SFS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 462-1441, bellamys@stlucieco.org, COUNTY ATTORNEY'S OFFICE, 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on dates so indicated, as follows.

ATTEST:

Mae
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: [Signature]
CHAIRMAN

Date signed: November 15, 2016

APPROVED AS TO FORM AND
CORRECTNESS:

BY: [Signature]
COUNTY ATTORNEY

WITNESSES:

Carol A Bishop

[Signature]

STERLING FACILITY SERVICES, L.L.C.,
a New York limited liability company

BY: [Signature]

Name: Paul Taglieri

Title: VICE PRESIDENT

Date signed: November 15, 2016

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 15 day of November,
2016, by Kim Johnson as Chairman of SLC BOCC.



[Signature]
Notary Public, State of Florida
My Commission Expires:
Personally known OR Produced
Identification _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 15 day of NOV.,
2016, by Paul Taglieri, as Vice President of STERLING FACILITY
SERVICES, L.L.C., a New York limited liability company.



[Signature]
Notary Public, State of Florida
My Commission Expires:
Personally known OR Produced
Identification _____

**ST. LUCIE SPORTS COMPLEX
FACILITIES USE AGREEMENT**

TABLE OF EXHIBITS

<u>Exhibit A</u>	<u>Description of Real Property on Which Sports Complex Resides</u>
<u>Exhibit B</u>	<u>Site Plan (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit C</u>	<u>County Contributions to Additional Improvements Fund</u>
<u>Exhibit D</u>	<u>Description of the New Improvements (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit E</u>	<u>Architect's Contract Requirements (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit F</u>	<u>Final Plans and Specifications (Will be completed at a later date subject to the terms of the FUA)</u>
<u>Exhibit G</u>	<u>Contractor's Contract Requirements (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit H</u>	<u>New Improvement Schedule (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit I</u>	<u>New Debt Service Schedule (Will be added upon issuance of the New Improvement Bonds)</u>
<u>Exhibit J</u>	<u>2011 Debt Service Schedule</u>
<u>Exhibit K</u>	<u>Club and County office facilities (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit L</u>	<u>Maintenance Specifications</u>
<u>Exhibit M</u>	<u>County Advertisements</u>
<u>Exhibit N</u>	<u>Business Parking Area (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit O</u>	<u>Process For Awarding Subcontracts (Pending final approval of SFS and the County Administrator/ County Attorney)</u>

TABLE OF EXHIBITS ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

STERLING FACILITY SERVICES, L.L.C.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

EXHIBIT E

ARCHITECT'S ADDITIONAL CONTRACT REQUIREMENTS

The Architect's Contract shall, *inter alia*, contain terms and conditions with generally the same substance as the following paragraphs:

Periodically during the construction process, at such times as reasonably determined by SFS and County, the Architect will observe the conduct of construction of the New Improvements and notify County and SFS in writing of observed deficiencies in the Work being performed and deemed completed (including deficiencies which preclude the Work being deemed completed), notify the County and SFS of any item not in strict accordance with the final plans, and otherwise create a punchlist of minor finishing and adjustment in any other items which the Contractor has not finally completed in strict accordance with the final plans. Failure to include an item on the punchlist will not diminish the responsibility of the Contractor to complete the work in accordance with the final plans.

The Architect will perform, and ensure its subconsultants perform, all services in accordance with the professional standard of care governing architects working on projects of the same scale and complexity, in the same geographic market, as the New Improvements.

The Architect will monitor and observe the construction of the Work in order to ensure that the Work is constructed in accordance with the final plans and on schedule. The Architect will, to the extent requested by SFS, conduct regular meetings with SFS and with the County or its designee and other appropriate parties to assist SFS in verifying that all Work is being performed according to the Final Plans and any authorized change orders. The Architect will prepare meeting minutes after such meeting and submit same to the County and SFS, regarding the status of construction, including any material variance from the Final Plans and/or schedule of which Architect is aware.

The Architect's Contract shall also require the Architect to procure a policy or policies of insurance that relate to the Work at least as favorable to SFS and the County as the following (subject to acceptable policy exclusions, conditions and terms such as aggregates and deductibles):

- a) Commercial General Liability (CGL)
 - i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of CGL coverage must be a total of \$5 million per occurrence/\$5 million annual aggregate.
 - ii. The CGL shall not include any exclusion for liability resulting from operations performed by subcontractors, including, but not limited to,

exclusions for damage to work performed by subcontractors such as, or similar to, ISO Exclusion CG 22 94 or Exclusion 22 95.

- iii. Products and Completed Operations in the minimum amount of \$5,000,000.00.

b) Professional Liability (PL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of PL coverage must be \$5 million per claim/\$5million annual aggregate.

c) Automobile Liability (AL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of AL coverage must be \$5 million per accident.
- ii. Coverage shall include all owned, non-owned and hired autos used in connection with the Project.

d) Worker's Compensation/Employer's Liability (WC/EL)

- i. Coverage shall be no more restrictive than that provided by the standard Workers Compensation And Employers Liability Insurance Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Law, where appropriate, coverage is to be included for the Federal Employer's Liability Act, and any other applicable Federal or State law.
- ii. The minimum amount of coverage shall be:

Part One:	"Statutory"
Part Two:	\$500,000,000 Each Accident
	\$500,000 Disease - Each Employee
	\$500,000 Disease - Policy Limit

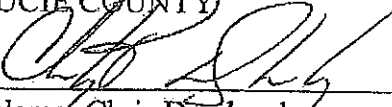
e) Notice of Cancellation (All Coverages) – 30 days

SFS shall negotiate a contract with the selected Architect with terms that are fair, competitive and reasonable, incorporating and addressing all applicable requirements of the Facilities Use Agreement and Exhibits, using a base contract form that generally accords with

AIA Document B101 Contract and A201 General Conditions (modified for Florida law, and deleting waivers of consequential damages if commercially reasonable).

EXHIBIT "E" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By: 
Print Name: Chris Dzadovsky
Title: Vice Chairman

STERLING FACILITY SERVICES, L.L.C.

By: _____
Print Name: _____
Title: _____

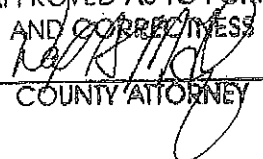
APPROVED AS TO FORM
AND CORRECTNESS

COUNTY ATTORNEY

EXHIBIT G

CONTRACTOR'S ADDITIONAL CONTRACT REQUIREMENTS

The Contract between SFS and the Contractor shall, *inter alia*, contain terms and conditions with generally the same substance as the following two paragraphs:

The Work will, as of the completion of same, be constructed and installed in a good and workmanlike manner, in material conformity with the final plans and specifications, and in accordance with applicable federal, state and local laws, ordinances and building and zoning codes and requirements of all public authorities. In addition, the Work will be constructed by and under the supervision and control of a Florida licensed general contractor; the Contractor shall achieve completion of the Work on or before the required completion date, subject to force majeure events, with a reasonable liquidated damages clause for inexcusable delays; and the Contractor will cause the Work to be completed for a cost that shall not exceed the fixed contract price, subject only to increases due to authorized change orders.

All warranties for the Work, including manufacturer and sub-trade warranties, shall jointly be issued to and for the benefit of, SFS and County. SFS will be entitled to enforce all warranties from all contractors and manufacturers on behalf of SFS to the extent such warranties are not fully in favor of the County. Without cost to SFS, the Contractor will repair, replace, restore or rebuild any work included in the Work to the extent that such Work contains defects in materials or workmanship or to which damage has occurred because of such defects.

The Contract between SFS and the Contractor shall also require the Contractor to procure a policy or policies of insurance that relate to the Work at least as favorable to SFS and the County as the following (subject to acceptable policy exclusions, conditions and terms such as aggregates and deductibles):

a) Commercial General Liability (CGL)

i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of CGL coverage must be a total of \$10 million per occurrence/\$10 million annual aggregate.

ii. The CGL shall not include any exclusion for liability resulting from operations performed by subcontractors, including, but not limited to, exclusions for damage to work performed by subcontractors such as, or similar to, ISO Exclusion CG 22 94 or Exclusion 22 95.

iii. Products and Completed Operations in the minimum amount of \$10,000,000.00.

iv. Required limits of coverage may be satisfied in conjunction with an excess policy

b) Professional Liability (PL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of PL coverage must be \$5 million per claim/\$5 million annual aggregate.
- ii. The PL requirement is mandatory for contracts where the delivery method is Construction Management at Risk, or where the Contract requires Preconstruction Services to be performed by Contractor; the PL requirement is discretionary if any other delivery method is employed.

c) Automobile Liability (AL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of AL coverage must be \$5 million per accident.
- ii. Coverage shall include all owned, non-owned and hired autos used in connection with the Project.

d) Worker's Compensation/Employer's Liability (WC/EL)

- i. Coverage shall be no more restrictive than that provided by the standard Workers Compensation And Employers Liability Insurance Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Law, where appropriate, coverage is to be included for the Federal Employer's Liability Act, and any other applicable Federal or State law.
- ii. The minimum amount of coverage shall be:


Part One:	"Statutory"
Part Two:	\$500,000,000 Each Accident
	\$500,000 Disease - Each Employee
	\$500,000 Disease - Policy Limit

e) Notice of Cancellation (All Coverages) – 30 Days

SFS shall negotiate a contract with the selected Contractor with terms that are fair, competitive and reasonable, incorporating and addressing all applicable requirements of the Facilities Use Agreement and Exhibits, using a base contract form with the AIA Document applicable to the chosen delivery method and basis of compensation, including the A201 General Conditions (modified for Florida law, and deleting waivers of consequential damages if commercially reasonable).

EXHIBIT "G" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By: 
Print Name: Chris Dzadovsky
Title: Vice Chairman

STERLING FACILITY SERVICES, L.L.C.

By: _____
Print Name: _____
Title: _____


APPROVED AS TO FORM
AND CORRECTNESS

COUNTY ATTORNEY

Exhibit "O"
Procurement of Subcontracts

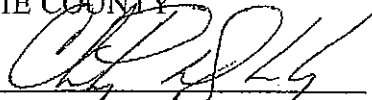
Following execution of this Facilities Use Agreement, County and FUA will cooperatively develop, seeking input from the Architect and Contractor selected per the terms hereof, a competitive and open procurement process for the procurement of all trade contractor work and supplies, which meets the following minimum requirements:

- SFS shall schedule and coordinate an advertised, public outreach meeting to brief the local and minority small business community on the project and opportunities. This outreach can be prior to or coordinated with the public advertisement and pre-submittal conference for the Contractor, and once selected the Contractor shall be required to schedule and coordinate a follow-up public outreach meeting. SFS and Contractor shall use good faith commercially reasonable efforts to foster local and minority business participation and specialty trade apprenticeship opportunities in accordance with the County's Apprenticeship Program (see attached) on the 2016 Improvements.
- Contractor shall establish a prequalification list or plan list of interested parties, so that these subcontractors and suppliers get early notice of all trade packages available for bid or proposal. Prequalification criteria and forms shall be subject to review and approval by SFS and County.
- Advertise for competitive bids or proposals on all trade packages exceeding \$500,000. Packaging of trade work shall be in a manner that fosters participation of local and small business and specialty trade apprenticeship opportunities. SFS and Contractor shall not unreasonably break up related trade package work in order to avoid the competitive procurement threshold.
- Lowest, qualified bidder is the presumptive basis for award unless a best-value approach is justified and approved by County. SFS will tabulate and level all bids for County consideration.
- SFS and Contractor will use good faith commercially reasonable efforts to obtain a minimum of 3 bids or cost proposals on all packages under the \$500,000 competitive procurement threshold. SFS and Contractor capped at direct or limited competition procurements at 5% of GMP.
- All subcontract awards exceeding \$300,000 shall comply with the County's Apprenticeship Program.
- All subcontract awards and contract terms shall be subject to review and approval by SFS, and any above the \$500,000 threshold, shall be subject to review and approval by County.

- SFS and Contractor shall involve and include County's Program Manager in all decisions and meetings regarding the packaging and procurement of all work, including according the Program Manager a reasonable opportunity to review and comment on all packages prepared for bid and all bid tabulation or bid leveling charts, before final award decisions are made.


EXHIBIT "O" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By: 
Print Name: Chris Dzadoovsky
Title: Vice Chairman

STERLING FACILITY SERVICES, L.L.C.

By: _____
Print Name: _____
Title: _____

APPROVED AS TO FORM
AND CORRECTNESS

COUNTY ATTORNEY

Apprenticeship Program Requirements:

Contractors shall be required to comply with the County's Apprenticeship Program, as follows:

- A. On County-funded construction projects which exceed \$300,000, twenty percent (20%) of laborers working in a specialty for which there are apprentice programs registered with the County shall be apprentices. Such apprentices shall be students in certified State of Florida Pre-Apprenticeship/Apprenticeship Programs which are located in St. Lucie, Martin, Indian River or Okeechobee Counties and which are registered with the County.
- B. A County-registered apprenticeship program is one which has registered with the County and provided the required documentation, including but not limited to, proof of certification as an apprenticeship program with the State of Florida and proof of having educational facilities physically located in St. Lucie, Martin, Indian River or Okeechobee Counties.
- C. Unless the apprenticeship requirement is waived by the County, the failure of the Contractor to demonstrate compliance with this requirement shall result in the Contractor's bid being deemed nonresponsive.
- D. The apprentice requirement may be waived or modified with the recommendation of the County Administrator, and appeal to the Board of County Commissioners:
 1. Upon request of the contractor, if the contractor can demonstrate that the required apprentices are not available despite a good faith effort on the contractor's part; or
 2. Upon request of the contractor, if the contractor demonstrates that the available apprentices are not sufficient to meet the required 20% and the contractor commits to utilizing a specific percentage of apprentices who are available; or
 3. If the County determines it is in the best interest of the County to waive such requirement based on potential savings of money and time or grant requirements.
- E. The agreed upon percentage and type of apprentices will be included as a requirement of the construction contract. Failure to meet the terms of the apprenticeship requirements may result in the contractor being found in breach of the contract and subject to possible monetary sanctions.

**ST. LUCIE COUNTY SPORTS COMPLEX
AMENDED AND RESTATED FACILITIES USE AGREEMENT**

THIS AMENDED AND RESTATED AGREEMENT (the "Agreement"), made and entered into in triplicate as of January 24, 2017 (the "Effective Date"), by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida ("County"), and **STERLING FACILITY SERVICES, L.L.C.**, a New York limited liability company ("SFS").

WITNESSETH:

WHEREAS, County owns the real property legally described on Exhibit "A" hereto (the "Land"), and all of the fields and improvements located thereon, including, without limitation, the lighted major league baseball stadium presently known as "Tradition Field" (the "Stadium"), and certain major and minor league training facilities, locker rooms, practice facilities, and related improvements (with the Land, Stadium and all fields and improvements hereinafter collectively referred to as the "Sports Complex"), as the Sports Complex is depicted on the site plan ("Site Plan") set forth in Exhibit "B" hereto.

WHEREAS, SFS desires to use, and County desires to permit SFS to use, the Stadium and the other facilities at the Sports Complex for the Term (as defined below) in accordance with the provisions hereinafter contained;

WHEREAS, throughout the Term, SFS shall cause the Sterling Mets, L.P. ("Club"), which owns and operates the franchises for the New York Mets major league baseball team and the St. Lucie Mets minor league baseball team to use the Sports Complex to conduct the following: (i) New York Mets Spring Training games; and (ii) during such time as Club owns or is party to a Player Development Contract with a Florida State League franchise, the home games of such franchise. The foregoing is subject to MLB Rules and Regulations, Minor League Rules and Regulations, and any changes by MLB, Minor League Baseball or the Florida State League;

WHEREAS, County and SFS entered into that certain Facilities Use Agreement dated as of November 15, 2016, (as amended, the "Original FUA");

WHEREAS, County and SFS desire to amend and restate the Original FUA by entering into this Agreement; and

WHEREAS, this Agreement shall amend, restate and supersede in its entirety the Original FUA, subject to the terms and provisions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, **IT IS AGREED AS FOLLOWS:**

1. **SITE; ADDITIONAL CAPITAL IMPROVEMENTS.**

The County warrants and represents that it owns the Land, Stadium, and the remainder of the Sports Complex including, without limitation, the fields and improvements thereon.

The parties further acknowledge and agree that, subject to the terms set forth herein and in the exhibits hereto, County shall permit SFS to construct additional capital improvements to the Sports Complex property during the Term, in accordance with the schedule, scope, specifications, designs and plans which shall be determined in accordance with the terms of Section 10. Upon the Completion (as such term is hereinafter defined) of the New Improvements (as defined below) the term "Sports Complex," as used herein, shall be deemed to include the New Improvements.

2. **SFS USE OF FACILITIES; TERM; TERMINATION OF PRIOR FUA.**

A. **Term:** SFS agrees to use the Sports Complex for a period commencing on the Effective Date and ending on December 31, 2042 (or such earlier date upon which this Agreement is terminated as provided herein) (the "Term"), subject to the terms and conditions hereof, for the following purposes (the "Permitted Uses"):

(i) SFS may use and permit the Club to use, and the County shall permit SFS and the Club to use, the Sports Complex during the Term of this Agreement for the following, subject to the priorities of use as set forth in Section 15 of this Agreement:

- Fantasy and Youth Baseball Camps
- New York Mets Spring Training (February - April)
- New York Mets Exhibition Season (March - April)
- Florida State League or any successor league (April - September)
 - Gulf Coast League or any successor league (June - August) (if applicable)
- Minor League Spring Training (April - June)
- Instructional League Play (September - November)
- Training and/or rehabilitation for baseball players, or (in the retail space currently subleased to Barwis Methods Training Center of Port St. Lucie, LLC) any athletes

To the extent that any use of the Sports Complex for the purposes set forth above in this Section 2(i) (not including fantasy and youth camps) involves professional baseball teams and players who are not affiliated with the Club (or with a major league baseball club affiliated with an assignee of SFS), then SFS (or, if applicable, SFS's assignee) will reimburse the County for its incremental costs arising directly from such use. County consents to SFS continuing to sublease retail space at the Sports Complex to Barwis Methods Training Center of Port St. Lucie, LLC or its affiliates for usage similar to that

occurring at the present time. SFS agrees that separate utility meters for the Barwis Center shall be installed as part of the New Improvements.

(ii) SFS, the Club and County shall each have exclusive use of certain office facilities at the Sports Complex as identified in Exhibit "K," on a year-round basis.

(iii) The staging, by or with the permission of SFS, of other baseball and non-baseball oriented events at the Sports Complex, including, without limitation, concerts, shows, conventions and political, religious and community events, subject to the scheduling provisions of Section 15 of this Agreement, except that SFS shall be permitted to conduct promotional events and other activities on the dates of baseball games played at the Sports Complex in SFS's sole discretion.

(iv) The radio, television, internet and other broadcast or transmission of SFS Events.

(v) All uses set forth below in Sections 6, 7, 8, 12 and 15 of this Agreement.

(vi) Any such other uses as shall be reasonably consistent with the foregoing.

All New York Mets and St. Lucie Mets (and, if any, GCL Mets (as defined below in Section 12)) activities at the Sports Complex during the Term of this Agreement, as well as all baseball games and other events staged at the Sports Complex by or under the sponsorship, control or authorization of SFS, are referred herein as "SFS Events." All events conducted or authorized by the County at the Sports Complex during the term of this Agreement (excluding all SFS Events) are referred to herein as "County Events."

B. As of the Commencement Date, the St. Lucie Sports Complex Facilities Use Agreement entered into as of August 1, 2003, as amended (the "Prior FUA"), shall terminate and be of no further force or effect and all obligations and rights thereunder shall be deemed superseded by the terms and condition of this Agreement. County hereby acknowledges that no payment is due from SFS pursuant to Section 19 of the Prior FUA.

3. MAINTENANCE.

A. County will, at its expense, at all times keep and maintain the Sports Complex (excluding the Player Academy Spaces (as defined below) and the Barwis Training Center) in good and clean order and repair suitable for a first-class major and minor league training, exhibition and playing complex, including without limitation maintaining the playing fields in a first-class condition appropriate for a Major League Baseball team, and in any event of a quality not less than the highest level of practiced professional baseball standards (the "Maintenance Standard") and in accordance with the specifications set forth in Exhibit "L" hereto. "Maintenance" shall mean the provision of all labor and materials that are required to (a) keep the Sports Complex in first-class good order and repair, and (b) keep the Sports Complex free of

debris. Maintenance shall include, without limitation, (i) performing all preventative or routine maintenance that is stipulated in operating manuals for equipment as regular, periodic maintenance procedures; (ii) regular maintenance procedures for the HVAC system, including periodic cleaning, lubricating and changing air filters; (iii) groundskeeping and maintenance of the athletic fields, including without limitation, seeding, mowing, watering and raking of the grassy areas and full maintenance of the balance of the playing fields, preparation of the fields at the start of each season and for practice sessions and games, maintenance, repair and replacement and painting of grandstands, fences, batter's background walls and other related items; (iv) changing of standard, isolated light bulbs, fuses and circuit breakers as they burn out; (v) cleaning all portions of the Sports Complex immediately after each SFS Event and County Event; (vi) all repairs other than Capital Repair Work (as defined in Section 4), (vii) repair and rehabilitation of parking areas; and (viii) touch-up painting. County shall employ a sufficient number personnel to maintain the Sports Complex (excluding the Player Academy Spaces and the Barwis Center) properly for use and play until the end of SFS's seasonal use of the facilities as delineated in Section 2. The County and SFS shall consult annually as to a reasonable program of management, operation, and maintenance of the facilities to be carried out during the coming year, and County shall be responsible for implementation of such a reasonable program at its expense.

B. SFS Maintenance Responsibility. At all times during the Term, SFS shall be responsible for performing all Maintenance of the Player Academy Spaces at the Sports Complex and (during such time that such space is occupied by a third-party subtenant) the space currently occupied by Barwis Methods Training Center of Port St. Lucie, LLC and paying all costs and expenses related thereto including payment of the cost of utilities, except to the extent such Maintenance is required due to the actions of the County or its contractors. SFS shall be solely responsible for any maintenance, restoration or repair related to damage occurring to the Sports Complex as a result of the negligent acts or willful misconduct of SFS or Club, its officers, agents and employees. SFS also shall be solely responsible for repair of any damage to the playing fields, structures, or other facilities that occur during non-baseball SFS Events.

C. In connection with the performance of the Maintenance, SFS shall have the right to cause the County to use products and/or services of its corporate sponsors if such products and/or services are reasonably comparable in price and quality to other alternatives available to the County; provided, however, that the County shall not be obligated to purchase such products and/or services if it would require the County to be in violation of any pre-existing written agreement with any third party or applicable law, including, without limitation, the County's obligations with respect to competitive bidding.

D. The County shall have no obligation to perform or pay for any Maintenance with respect to the Player Academy Spaces or (during such time that such space is occupied by a third-party subtenant) the space currently occupied by Barwis Methods Training Center of Port St. Lucie, LLC, except to the extent such Maintenance is required due to the negligence or willful misconduct of the County, its agents or employees.

4. **CAPITAL REPAIRS.**

A. All Capital Repair Work required during the Term shall be performed by the County and all costs and expenses related to the Capital Repair Work shall be the sole responsibility of the County and shall not be deducted from nor otherwise credited against the Additional Improvements Fund. "Capital Repair Work" shall mean (a) all capital modifications, replacements or additions to the Sports Complex that are reasonably necessary to keep the facilities and amenities of the Sports Complex in good repair and sound condition; and (b) repairs and replacements that are reasonably necessary to maintain the roof, foundation, HVAC and MEP systems and structural integrity of the Sports Complex, and preserve its usefulness for the purposes for which it is being used hereunder.

B. The County shall establish an account in the name of the County, designated as the "Capital Repairs Fund" for mutually agreed upon Capital Repair Work during the Term. The County shall contribute \$200,000.00 to the Capital Repairs Fund each year and SFS shall pay the County \$75,000 on March 1 during each year of the Term, which amount the County shall deposit to the Capital Repairs Fund. The provisions of this Section 4.B shall not be construed in any way to limit the County's obligation to perform all Capital Repair Work.

5. **ADDITIONAL IMPROVEMENTS.**

A. The County shall establish an interest bearing account, in the name of the County, designated as the "Additional Improvements Fund," for mutually agreed upon Additional Improvements (as defined below) to benefit the Sports Complex during the Term, and all interest thereon shall be added to the Additional Improvements Fund. The County shall contribute funds to the Additional Improvement Fund in accordance with the schedule of contributions set forth in the attached Exhibit "C" (it being understood that County shall have up to six (6) months to cure any failure to make a payment in accordance with the schedule).

B. During the Term County shall fund, to the extent funds are available in the Additional Improvements Fund, certain additional improvements to the Sports Complex proposed by SFS and approved by the County, such approval not to be unreasonably withheld (the "Additional Improvements"). The Additional Improvements to be constructed and the schedule for the construction of the Additional Improvements shall be determined so as to provide material benefit to SFS to be enjoyed by SFS during the Term. SFS shall have the right to request that the County provide monies from the Additional Improvements Fund and the County will promptly honor such requests and deliver such funds to SFS or such other person or entity according to instructions from SFS for use as contemplated under this Agreement.

6. **CONSIDERATION – PAYMENT.**

A. For purposes of this Section 6.A "Year 1" means the 2017 calendar year, "Year 2" means the 2018 calendar year and so on through "Year 25" which is the 2042 calendar year. For each year of the Term starting in 2017, SFS will make a base rent payment to the County (the

“Base Rent”) in an amount equal to 50% of Stadium Revenue from the New York Mets Spring Training games and the Florida State League franchise’s games played at the Stadium (collectively, “Games”), provided that the Base Rent payment shall not exceed \$2,000,000 during each of Year 1 through Year 10, \$2,100,000 during each of Year 11 through Year 20, and \$2,250,000 during each of Year 21 through Year 25. The limit placed on the Base Rent payment each year of the Term shall be referred to herein as the “Base Rent Cap.” In addition to the Base Rent, beginning in the year that immediately follows the year in which SFS makes its final payment to the County pursuant to Section 37 below and each year thereafter during the Term, if Stadium Revenue exceeds \$5,500,000 in such year, SFS shall make an additional rent payment to the County (the “Additional Rent”) in an amount equal to the County percentage multiplied by the corresponding incremental amount of Stadium Revenue in excess of \$5,500,000 as set forth in the chart below (subject to reduction to the extent necessary to recoup Shortfall Payments as addressed below in this Section).

Stadium Revenue	SFS Percentage	County Percentage
Between \$5,500,001 and \$6,500,000	90%	10%
Between \$6,500,001 and \$7,500,000	75%	25%
More than \$7,500,001	50%	50%

For example, if Stadium Revenue in a year in which Additional Rent is due (a) is \$5,500,000 or less, SFS shall not make any Additional Rent payment; (b) is \$6,000,000, SFS will make an Additional Rent payment equal to \$50,000 (i.e., 10% of the \$500,000 between \$5,500,001 and \$6,000,000); (c) is \$7,000,000, SFS will make an Additional Rent payment equal to \$225,000 (i.e., 10% of the \$1,000,000 between \$5,500,001 and \$6,500,000 plus 25% of the \$500,000 between \$6,500,001 and \$7,000,000); or (d) is \$8,000,000, SFS will make an Additional Rent payment equal to \$600,000 (i.e., 10% of the \$1,000,000 between \$5,500,001 and \$6,500,000, plus 25% of the \$1,000,000 between \$6,500,001 and \$7,500,000, plus 50% of the \$500,000 between \$7,500,001 and \$8,000,000)

For any year of the Term starting in 2017 in which Base Rent is less than \$2,000,000 SFS shall make a payment to the County (the “Shortfall Payment”) from (but not more than) SFS’s 50% share of Stadium Revenues, such payment being equal to the amount by which \$2,000,000 exceeds the Base Rent. SFS shall have the right to recoup all Shortfall Payments from Additional Rent payable to the County in subsequent years. In addition, the Base Rent Cap during each of Year 11 through Year 25 shall be reduced by the cumulative amount of Shortfall Payments that remain un-recouped at the time the Base Rent is due that year, provided that in no event shall the Base Rent Cap be less than \$2,000,000 in any year. To the extent Base Rent to the County is decreased because of the reduction in the Base Rent Cap in accordance with the previous sentence, the amount not paid to the County as a result of that reduction will be considered a recouped Shortfall Payment. (For example, if SFS makes its first Shortfall Payment to the County in Year 10 in the amount of \$125,000, then the Base Rent Cap in Year 11 will be reduced from \$2,100,000 to \$2,000,000, and if the Base Rent in Year 11 would have been \$2,100,000 had the Base Rent

Cap not been reduced, then (x) in Year 11 SFS would pay Base Rent to the County of \$2,000,000, (y) SFS will have recouped \$100,000 of its Shortfall Payment from Year 10, and (z) \$25,000 of SFS's Shortfall Payment from Year 10 will remain to be recouped from Additional Rent or future Base Rent Cap reductions. To the extent that Shortfall Payments made by SFS are not fully recouped by the date this Agreement terminates or expires, the County will pay SFS an amount equal to the cumulative total of all un-recouped Shortfall Payments from Tourist Tax Revenues collected by the County after termination or expiration of this Agreement until all Shortfall Payments are repaid to SFS.

Definitions:

“Stadium Revenue” means (i) SFS's adjusted gross ticket receipts from Games, plus (ii) SFS's gross sales receipts from food and beverage concession sales at Games, plus (iii) SFS's gross sales receipts from souvenir, novelty and game program sales at Games, plus (iv) the net profits (defined below) from parking at Games.

“Adjusted gross ticket receipts” means all revenues actually received by SFS from ticket sales for Games, less any and all taxes and tax surcharges or fees due to the governmental or taxing authority for ticket sales related thereto. County will not levy any tax on the sale of tickets except as required by law.

“Gross sales receipts” means revenues received from food and beverage concession sales or souvenir and novelty sales at Games, as the case may be, less any and all taxes and tax surcharges and fees due to any governmental or taxing authority for such sales related thereto. County will not levy any tax on the sale of concessions, souvenirs or novelties except as required by law. In the event SFS elects to contract with an unaffiliated private firm to operate all food and beverage concessions and/or souvenir and novelty sales, then, in lieu of including all revenues received from food and beverage concession sales and souvenir and novelty sales at Games in gross sales receipts, SFS shall include in gross sales receipts only such portion of food and beverage concession revenues and souvenir and novelty revenues received by SFS from the contractor. Moreover, SFS's selection of an unaffiliated private firm to operate all food and beverage concessions or souvenir and novelty sales at the Sports Complex shall be subject to the approval of the County, which approval shall not be unreasonably withheld.

“Net profits” will be ascertained by reducing the revenues actually received by SFS from the sale of parking privileges for Games by reasonable labor costs incurred in operating the parking facilities on Games days and other reasonable expenses related to parking (e.g., cost of printing parking tickets and providing signage and flash lights).

B. **Advertising.** Subject to the terms of Section 7(C) hereof with respect to Naming Rights, County grants to SFS the exclusive right to display or permit others to display advertising material at all locations in the Sports Complex at all times during the Term (including, without limitation, advertising in game or other SFS Event programs), and the exclusive right to grant event sponsorship and promotional rights at the Sports Complex during SFS Events, as well as the

right to assign all or any portion of such rights to any third party including specifically to the Club. SFS shall have the right to display such advertising signs at all events held at the Sports Complex, including, without limitation, County Events. The County shall not be entitled to receive any of the revenues generated by SFS or its assignees through the sale of such advertising, sponsorships and promotions. SFS or its assignee shall retain one hundred percent (100%) of all revenues from advertising at the Sports Complex during the Term and from all sponsorships and promotions during SFS Events, and SFS shall have control over the type and content of all such advertising, sponsorships and promotions. County shall have the right to review and approve all such proposed advertising, provided that County shall have no right to object to any advertising except to the extent that such advertising is indecent or incompatible with the character and dignity of the Sports Complex; any proposed advertising shall be conclusively deemed neither indecent nor incompatible if it is comparable to advertising at any other Major League spring training or minor league baseball facility within the State of Florida. County may not sell or display signage at the Sports Complex without the prior written consent of SFS, in SFS's sole discretion, except that the County may display at the Sports Complex signage that is comprised solely of the insignia or logos of the County or that is required by public safety considerations or by local, state or federal regulations subject to the approval of SFS, which approval shall not be unreasonably withheld.

C. **Parking.** SFS reserves the right to charge reasonable fees for parking areas adjacent to the Stadium for persons attending SFS Events. SFS shall have the right to make parking spaces available at all times and without charge to authorized representatives, designees or personnel designated by SFS. County and SFS shall cooperate and develop a visitors pass procedure that will allow free parking to authorized representatives and guests of the County and SFS.

SFS shall include the net profits from parking at Games in Stadium Revenue as set forth above. For all SFS Events other than Games, SFS shall retain one hundred percent (100%) of all parking receipts. For County Events at the Sports Complex, County shall operate all parking at its sole expense and shall retain all proceeds.

D. **Intentionally Omitted.**

E. **Rent for Use of Stadium.** The rental payment by SFS for use of the Stadium shall be the payments from SFS to County as provided above in Section 6.A. Except as otherwise specifically provided in this Agreement, only one payment shall be made each year of the net amount due from SFS to County, which annual payment shall be made prior to the commencement of the following Major League Spring Training season. County and SFS agree that such amounts paid by SFS to County shall be deemed to be the rent payment for the use and occupancy of real property pursuant to Section 212.031, Florida Statutes. In addition to the requirements of Paragraph 9(C), SFS shall provide the County with an annual accounting of revenues and expenses in sufficient detail for audit purposes at the same time the annual payment is made.

F. **County Revenues.** SFS shall pay to County thirty-three percent (33%) of SFS's gross sales receipts from food and beverage concession sales at all County Events, with SFS

retaining the other sixty-seven percent (67%). As used in this Section 6(F), "gross sales receipts" means revenues received from food and beverage concession sales, less any and all taxes and tax surcharges and fees due to any governmental or taxing authority for such sales related thereto. However, County shall not levy any tax on the sale of concessions except as may be required by state law. For all County Events, County shall retain one hundred percent (100%) of the adjusted gross ticket receipts but shall reimburse SFS for all pre-approved out-of-pocket expenses incurred by SFS in connection with each such event. As used in this Section 6(F), the term "adjusted gross ticket receipts" means all revenues actually received by SFS from ticket sales for County Events at the Sports Complex, less any and all taxes and tax surcharges or fees due to the governmental or taxing authority for ticket sales related thereto. However, County shall not levy any tax on sale of tickets except as required or authorized by state law.

G. **Parking Revenues from Adjacent Businesses.** Subject to the approval of SFS, which approval shall not be unreasonably withheld, the County shall have the right to allow local businesses with offices adjacent to the Stadium ("Adjacent Businesses") to utilize the Stadium parking area depicted on Exhibit "N" hereto (the "Business Parking Area") on a nonexclusive basis provided that the use of the Business Parking Area by local businesses shall not conflict with use of the Business Parking Area by SFS or the County for SFS Events or County Events. The parties agree that the first \$100,000 in total revenues received during the Term from the use of the Business Parking Area by the Adjacent Businesses shall be retained by the County to reimburse the County for the actual cost incurred by the County to construct improvements to the Business Parking Area, and thereafter, the County shall deposit all revenues received from use of the Business Parking Area by the Adjacent Businesses into the Capital Repairs Fund. The County shall be responsible for all damage and expenses resulting from use of the Business Parking Area by Adjacent Businesses.

7. **TELEVISION - RADIO REVENUE; LUXURY SUITE REVENUE; NAMING RIGHTS.**

A. **Television - Radio Revenue.**

It is expressly acknowledged and agreed by and between the parties, that the County shall receive no revenues from the radio or television broadcast or other transmission (including, without limitation, over cable or the Internet) of or relating to any SFS Events, nor shall the County participate, in any manner, in determining when said SFS Events shall be broadcast or otherwise transmitted. SFS has the exclusive right to sell television and radio broadcasting and other transmission rights for SFS Events and to permit others to sell such television and broadcasting and other transmission rights, and SFS or such other authorized party shall retain all revenues resulting therefrom.

B. **Suite Revenue.**

SFS shall manage and control the rental of any luxury suites at the Stadium, including without limitation any luxury suites constructed as part of the New Improvements, for

all events at the Sports Complex during the Term. County and SFS shall each be entitled to use and authorize others to use one luxury suite for all events during the Term, without charge to County or SFS for their occupancy of the respective suites. All other luxury suites are to be rented on a yearly basis, and SFS shall retain one hundred (100%) percent of adjusted gross revenue from the rental of luxury suites. The lessee of any luxury suite will receive admission tickets to the luxury suite for all New York Mets spring training games and all St. Lucie Mets games at no additional charge. The lessee of any luxury suite will also have the right to purchase admission tickets to the luxury suite for any other event held at the Stadium during the year, and if such tickets are purchased: (i) for all SFS Events other than New York Mets spring training games and St. Lucie Mets games, SFS shall retain one hundred (100%) percent of the adjusted gross revenue from the sale of such admission tickets; and (ii) for all County Events, SFS shall retain ten (10%) percent of the adjusted gross revenue from the sale of such admission tickets and shall pay to the County the remaining ninety (90%) percent. As used in this Section 7(B), the term "adjusted gross revenue" means all revenues actually received by SFS from the rental of luxury suites that is attributable to the particular event at issue, and all revenues actually received by SFS from the sale of tickets granting admission to the luxury suites for the event, less any and all taxes and tax surcharges or fees due to any governmental or taxing authority related thereto. Revenues from food and beverage sales in luxury suites will be included in gross sales receipts as set forth in Section 6(A) above.

C. **Naming Rights.**

SFS or its designee shall have the sole and exclusive right to designate the name of the Sports Complex and/or its constituent parts and to grant one or more third parties (i) the right to include such party's name, product name and/or logo and/or corporate identifiers in the name of the Sports Complex and/or its constituent parts, (ii) the right to have such name and/or logo and/or corporate identifiers prominently displayed on the interior and the exterior of, and on and around the entrances to the Sports Complex and/or its constituent parts, and on the Sports Complex apron, as part of the name of the Sports Complex, and (iii) such other nonexclusive rights which are customarily included in the grant of the rights in clause (i) and (ii) above (such rights are hereinafter referred to as the "Naming Rights"), and provided that such name and/or logo and/or corporate identifiers shall not be obscene nor shall it be unlawful to use the same. For avoidance of doubt, SFS retains all revenues with respect to Naming Rights.

For so long as both this Agreement and the agreement granting Naming Rights remain in effect, the Stadium and the Sports Complex shall be referred to by the name(s) selected pursuant to this Section 7(C), and neither party shall advertise or refer to the Stadium or the Sports Complex by any other name. The Stadium and the Sports Complex names selected pursuant to this Section 7(C) shall be used by the parties when referring to the Stadium and the Sports Complex in any of their correspondence, press releases, promotional materials, advertisements and/or publications, and shall be used by County on all related directional traffic and pedestrian signs on highways, local streets, and all public thoroughfares in and around the Sports Complex and St. Lucie County, Florida. Notwithstanding the above, the parties agree that the County's logo shall

be permanently displayed at locations in the Stadium and Sports Complex as mutually agreed upon by the parties.

County shall retain the right to market for sale to a third party the right to include such party's name, product name and/or logo in the official name of the football/soccer field across from the Sports Complex (the "Football/Soccer Naming Rights"). Any agreement with respect to the Football/Soccer Naming Rights shall be subject to the approval of SFS, which approval shall not be unreasonably withheld, provided that the withholding of approval shall be conclusively deemed reasonable if the proposed agreement is with a competitor of any entity that has an advertising or naming rights agreement with SFS or Club at any facility.

D. **Other Revenues.**

Except as otherwise expressly stated and specified in this Agreement, SFS shall be entitled to retain all revenues related to the Sports Complex.

E. **Recognition of Contributions of Thomas J. White, Sr.**

Wholly separate from any naming rights for the Sports Complex or the Stadium, County and SFS agree to continue to recognize the contributions of Thomas J. White, Sr. in a manner similar to how such contributions are currently recognized at the Sports Complex and Stadium.

8. **TICKET SALES; PROGRAM SALES, CONCESSIONS AND PARKING.**

SFS has the exclusive right to operate ticket sales, program sales, and parking lots in connection with SFS Events during the Term of this Agreement, and has the right and discretion to contract with or authorize one or more other persons or entities to operate ticket sales, parking and/or game program sales at the Sports Complex at or in connection with SFS Events.

SFS has the exclusive right and discretion to sell and authorize others to operate concessions for the sale of food and beverages (including, without limitation, catering, hospitality and picnic services), novelties, souvenirs and paraphernalia at the Sports Complex during the Term of this Agreement. The County reserves the right to schedule special events in the parking lot during non-baseball scheduled events at which concessions will be sold; SFS will operate concessions at such special events in accordance with its exclusive right to operate concessions at the Sports Complex during the Term, and will cooperate with the County with respect to the providing of concessions to community and charitable groups at such special events. During the Term of this Agreement, SFS shall provide good quality concession services to the public. SFS will use commercially reasonable efforts to restrict patrons from bringing any food, beverages (including alcoholic beverages) or beverage containers into the Sports Complex. Prior to the start of each season, SFS will provide the County with notice of the pricing for tickets, programs, concessions and parking.

No new coin or currency operated vending machines shall be installed or located within the Sports Complex by SFS without the written permission of the County's Parks and Recreation Director, which permission shall not be unreasonably withheld. Except as otherwise permitted under this Agreement, SFS will not install permanent fixtures or construct permanent improvements at the Sports Complex without the County's prior consent, which consent shall not be unreasonably withheld.

9. **BOOKS, RECORDS AND AUDIT.**

SFS and County agree to keep accurate books and records in accordance with generally accepted accounting practices of their respective operations at the Sports Complex. SFS agrees to submit to the County, on a quarterly basis, a report containing accurate attendance information in a form agreed to by all parties. In addition, the parties agree as follows:

A. SFS shall submit daily sales (ticket, parking, program and concessions) reports within thirty (30) days following the last Game of Spring Training and thirty (30) days following the last Game of the Florida State League season.

B. All related books and records regarding ticket, parking, program and concession sales shall be jointly available to the County for suitable annual audit at a time mutually agreed to by the parties. Any audits must be performed within twelve (12) months after the end of each year of operation (January 1 - December 31). SFS shall have the same right to audit the books and records of any County operation under this Agreement, and shall have the right to review the County budget and related documents at any time upon reasonable notice.

10. **NEW IMPROVEMENTS.**

A. **NEW IMPROVEMENTS - BUDGET.**

The County intends to issue bonds, the ("New Improvement Bonds") which will be used to finance certain improvements to the Sports Complex described on Exhibit "D" hereto (the "New Improvements"). If the County does not issue the New Improvement Bonds and fully fund the New Improvements Budget (as defined below) by April 1, 2017 SFS shall have the right to nullify and void this Agreement, by providing written notice to the County, provided that the County shall have seven (7) days following its receipt of such notice from SFS to issue the New Improvement Bonds, and if the New Improvement Bonds are issued by the end of such seven (7) day period then the written notice provided shall be ineffective. If this Agreement is nullified and voided as set forth in the immediately preceding sentence, the parties agree that the Prior FUA shall be reinstated and the terms and conditions of the Prior FUA shall govern the rights and obligations of SFS and the County. The County will designate SFS as the agent of County for the purpose of coordinating the New Improvements, with the scope of the New Improvements to be determined by SFS and approved by County, and the County will provide cooperation appropriate for the design and construction of the New Improvements. The parties agree that the New Improvements will include, without limitation, Stadium upgrades, a new entrance, walk way

connector around the outfield, one new field and other field enhancements, Mets player academy facilities consisting of dormitories, a cafeteria and an auditorium (the "Player Academy Spaces") (which shall only be used by Mets personnel and shall not be available for use by the general public), little league/softball complex, new major and minor league clubhouses, offices and locker rooms, and other improvements as may be determined and approved by SFS and County. The County shall provide \$55,000,000 of funding (the "New Improvements Budget") for the design and construction of the New Improvements.

Nothing in this Agreement shall obligate the County to provide funding for the New Improvements in excess of the New Improvements Budget. SFS shall have the right, upon notice to, and consultation with, the County, to reduce the scope of the New Improvements and make other modifications that SFS reasonably determines are required in order to keep the project from going over the New Improvements Budget, provided that if SFS determines that it does not wish to reduce the scope of the project and the project goes over the New Improvements Budget as a result, SFS shall be solely responsible for the overage. The New Improvements Budget shall be used to fund the New Improvements only and for no other purpose (except as provided herein). County will contract to have an economic impact statement prepared, addressing the impact from Major and Minor League Baseball at the Sports Complex and the Improvements, it being understood that the cost of such statement shall be paid by the County and shall not be included in the New Improvements Budget.

Upon execution of this Agreement County will provide SFS with a fund in the amount of \$500,000 (the "Fund") to pay for costs incurred in connection with the New Improvements prior to the County's issuance of the New Improvement Bonds. To the extent that the Fund is expended prior to the County's issuance of the New Improvement Bonds, the County will replenish the Fund with amounts sufficient to cover the additional costs expected to be incurred in connection with the New Improvements prior to the County's issuance of the New Improvement Bonds. All amounts provided by the County to SFS in the Fund shall be reimbursed to County upon issuance of the New Improvement Bonds.

B. NEW IMPROVEMENTS - PLANS.

1. County, for the benefit of SFS and County, shall competitively procure an architect reasonably satisfactory to both parties (the "Architect" referred to in this Section 10) in accordance with Florida Law and County Procurement Policy. The Architect shall be responsible for, *inter alia*, (1) developing a conceptual plan and general specifications (the "Conceptual Plans" referred to in this Section 10) for the New Improvements; (2) developing preliminary plans and specifications for the New Improvements; (3) preparing working drawings and requests for bids; (4) obtaining all permits, other than building permits, needed to construct the New Improvements; (5) assisting SFS in evaluating the qualifications of potential contractors; (6) providing contract administration; and (7) performing construction inspections as needed to provide certified as-built drawings after the New Improvements are constructed (the "Architect's Work" referred to in this Section 10). SFS shall enter into a contract (the "Architect's Contract" referred to in this Section 10) with the selected Architect with terms that are fair, competitive and reasonable as required by

Section 287.055 (5) and (6) of the Florida Statutes, and which shall, *inter alia*, contain the terms and conditions set forth in Exhibit "E" hereto. The County shall be named as a third party beneficiary in the Architect's Contract. The County shall, upon request, enter into a joinder to the Architect's Contract substantially similar to the joinder entered into by the County dated October 21, 2003 in connection with the Construction Contract dated as of August 1, 2003 between SFS and Rodda Construction, Inc. Without limiting the foregoing, the Architect's Contract shall require the Architect to procure policies of insurance that relate to the Architect's Work, with terms, limits, coverages and specifications at least as favorable for SFS as those reflected in Exhibit "E", and SFS and the County shall be designated as Named Insureds on all applicable policies. The Contract should also provide that Architect will not receive payment for any portion of the Architect's Work or any other amounts due until the date that is at least five (5) days after County has paid the amount due to SFS as set forth in Section 10(C)(9)(b) below. SFS shall have the right to refuse to enter into any Architect's Contract with terms that are not fair, competitive and reasonable as required by Section 257.055 (5) and (6) of the Florida Statutes. County, through its Board of County Commissioners, shall have final approval rights to the negotiated Contract limited to whether the Contract terms are fair, competitive and reasonable. County agrees that the Architect shall not be considered an agent of SFS for any purpose and that the Architect shall be solely responsible for the Architect's Work, and that the County will look solely to the Architect and its carriers, and in no event to SFS, with respect to the performance of the Architect's Work and any damages or losses which may arise from or out of any acts or omissions of the Architect except to the extent caused by any negligent acts or omissions of SFS or its agents or representatives.

2. Contemporaneous with procurement of the Architect, the County shall, through currently pending RFQ No. 16-049, competitively procure a consultant to provide Program Manager Consulting Services on its behalf, serving as the point of contact of the County for all project development interaction involving SFS, Architect and Contractor.

3. SFS shall cause Architect to furnish to County the Conceptual Plans for the New Improvements. County, through its Board of County Commissioners, shall have a period of twenty (20) days from delivery of the Conceptual Plans within which to review and to disapprove of the Conceptual Plans, in writing. County shall have no right to disapprove of the Conceptual Plans except to the extent that the improvements described therein are materially inconsistent with the description of the New Improvements set forth on Exhibit "D" hereto or to the extent the Conceptual Plans reflect estimated costs in excess of the New Improvements Budget. Subject to the foregoing, County shall not unreasonably withhold its consent to any Conceptual Plans. If County disapproves of the Conceptual Plans, County shall express the grounds for its disapproval in reasonable detail. If County shall not disapprove within such twenty (20) day period, the Conceptual Plans shall be deemed approved.

4. As soon as is reasonably practicable following the approval of the Conceptual Plans, SFS shall cause Architect to prepare and deliver to County and SFS preliminary plans and specifications for the New Improvements in accordance with the approved Conceptual Plans (the "Preliminary Plans" referred to in this Section 10). County, through its Board of County

Commissioners, and SFS shall have a period of twenty (20) days within which to review and to approve or disapprove of the Preliminary Plans in writing. County shall have no right to disapprove of the Preliminary Plans except to the extent the Preliminary Plans are materially inconsistent with the Conceptual Plans. If County or SFS disapprove of the Preliminary Plans, it or they shall express the grounds for its disapproval in reasonable detail. If County or SFS shall not respond with disapproval within such twenty (20) day period, the Preliminary Plans shall be deemed approved.

5. As soon as is reasonably practicable following the approval of the Preliminary Plans, SFS shall cause the Architect to prepare working drawings for the New Improvements (or such of the New Improvements as shall be designated by SFS), in accordance with the approved Preliminary Plans and to deliver same to County and SFS (the "Final Plans" referred to in this Section 10). County, through its Board of County Commissioners, and SFS shall have a period of twenty (20) days from receipt of the completed Final Plans to review and approve or disapprove of the Final Plans in writing. County shall have no right to disapprove of the Final Plans except to the extent such Final Plans are materially inconsistent with the Preliminary Plans. If County or SFS shall disapprove of the Final Plans, it or they shall express the grounds for its disapproval in writing and in reasonable detail. If neither County nor SFS disapprove within such twenty (20) day period, the Final Plans shall be deemed approved. Once approved, the Final Plans shall be incorporated into this Agreement as Exhibit "F".

6. County, for the benefit of SFS and County, shall, through a publicly advertised competitive bidding or proposal process, in accordance with Florida law and County Procurement Policy, competitively procure a contractor (the "Contractor" referred to in this Section 10) for the construction of the New Improvements in accordance with the Final Plans (the "Work" referred to in this Section 10). SFS shall have input on the qualifications and selection of contractors, with two members appointed by SFS to a five-member selection committee, with the remaining three members appointed by County, and to refuse to engage any contractor upon terms that are not fair, competitive and reasonable as determined by SFS. The final terms of the agreement between SFS and the Contractor (the "Construction Contract" referred to in this Section 10), and any Guaranteed Maximum Price amendments or agreements, shall be subject to the approval of the County, through its Board of County Commissioners, limited to whether the Construction Contract terms are fair, competitive and reasonable. SFS shall enter into a Construction Contract along with terms that are fair, competitive and reasonable and the terms set forth below, with the selected contractor.

7. The Construction Contract shall, *inter alia*, include the terms and conditions set forth in Exhibit "G" hereto and shall include each of the following requirements related to all work under the Construction Contract ("Work"): (i) the furnishing of a public construction bond in a form consistent with Section 255.05, Florida Statutes, with the County named as co-obligee, and with terms acceptable to SFS; (ii) competitive procurement of all Subcontractors work and supplies as set forth in Subsection 7(d) below ("Procurement of Subcontracts"); (iii) retainage in an amount acceptable to SFS for the Work, until the Completion of the Work (including a retainage of 10% of the total value of the construction contract) and required reductions at 50% completion

as set forth in Section 255.078, Florida Statutes; (iii) payment by the Contractor of liquidated damages equal to One Thousand Dollars (\$1,000.00) for each day from and after the Required Completion Date (if and as that term or its equivalent is defined in the Construction Contract) until the actual date of Completion; (iv) a requirement that the Contractor perform and achieve Completion of the Work for a Guaranteed Maximum Price or fixed stipulated sum referred to in this Section 10), by no later than the Required Completion Date; (v) the furnishing of an "installation floater" insurance policy or such other policy of insurance covering goods in transit and while the Work is being performed, with terms, limits, coverages and specifications acceptable to SFS (and the furnishing by any subcontractors of policies of insurance that relate to the Work naming SFS, Club and the County as additional insureds, with terms, limits, coverages and specifications acceptable to SFS); (vi) at SFS's election, the provision on behalf of SFS of an Owner's Contractor Protective policy of insurance, including extensions for products and completed operations coverage and similar extended coverage at least through Completion (as defined herein) of the Work, or another policy of insurance acceptable to SFS, with SFS as a named insured; (vii) the County shall be named as a third party beneficiary in the Contract; and (viii) Contractor must agree that it will not receive payment for any portion of the Contractor's Work or any other amounts due until the date that is at least five (5) days after County has paid the amount due to SFS as set forth in Section 10(C)(9)(c) below. The County shall be named as a third party beneficiary in the Contract between the Contractor and SFS. The County shall, upon request, enter into a joinder to the Contract between the Contractor and SFS substantially similar to the joinder entered into by the County dated October 21, 2003 in connection with the Construction Contract dated as of August 1, 2003 between SFS and Rodda Construction, Inc.

8. As required by Section 119.0701, Florida Statutes, in all contracts competitively procured for services related to the New Improvements, including the Architect as set forth in Section 10(B)(1) and Contractor as set forth in Section 10(B)(4), SFS shall include in each such Contract, the following Notice in capital letters, 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 462-1441, bellamys@stlucieco.org, COUNTY ATTORNEY'S OFFICE, 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982.

SFS shall also include in each such Contract, a requirement that the contracting party comply with the following requirement of Florida's Public Records Law:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9. SFS agrees to include the following provisions (or substantively equivalent provisions) in the Construction Contract:

(a) Punchlist Procedures. Punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

There shall be the development of a single checklist of items required to render complete, satisfactory, and acceptable, the Work. No more than ten (10) days prior to Contractor's expected Substantial Completion of the Work as defined in the Construction Contract, Contractor shall schedule a walkthrough with SFS and the County ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a checklist ("Checklist") of items to be performed by the Contractor, based upon observations made between the Contractor, SFS and the County during the IW.

No later than forty (40) calendar days after reaching Substantial Completion, Contractor shall again initiate and request a second walkthrough of the Project with SFS and the County. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and for the purpose of developing a single and Final Punchlist.

The intent of this section is for SFS, County and the Contractor to cooperate to develop a single Final Punchlist to be completed no later than sixty (60) calendar days from the date of reaching Substantial Completion of the Work as defined in the Construction Contract. The single Final Punchlist shall be delivered no later than five (5) calendar days after the Punchlist has been developed and reviewed in accordance with this section. If the Work provided in this Construction Contract relate to more than one building or structure, or involves a multi-phased project, the single Final Punchlist is required to render complete, satisfactory, and acceptable all the Work for each building, structure, or phase of the Project and is due within the time periods set forth in this section.

In no event may the Contractor request payment of final retainage until the Final Punchlist is 100% complete.

Contractor agrees to complete the Final Punchlist items and the Final Contract Completion Date must be thirty (30) calendar days after the delivery date of the Final Punchlist. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to this Construction Contract.

Contractor acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as (a) the Final Punchlist is 100% complete, and (b) SFS has been able to operate or utilize the affected Punchlist item for an additional period of fifteen (15) days.

Contractor acknowledges and agrees that SFS may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the Contractor to address. The intent of any such generated list prior to Substantial Completion is to attempt to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the Contractor to address needed areas of corrective work as they may be observed by SFS during performance of the Work.

Contractor acknowledges and agrees that SFS shall determine whether an item on the Final Punchlist is completed and shall calculate the amount of payment to withhold if an item is incomplete, with SFS having the right to withhold the greater of 150% of the value of the item on the Final Punchlist that is incomplete or the amount of the retainage under this Construction Contract. Contractor acknowledges and agrees that in calculating the amount of payment that may be withheld by SFS as to any Final Punchlist item for which a good faith basis exists to determine that it is incomplete, SFS may, in calculating the amount equal to 150% of the value of the item (if SFS decides to withhold such amount rather than the amount of the retainage under this Construction Contract), include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

(b) **Reduction of Retainage Procedures.** After the Contractor has achieved fifty percent (50%) completion of the Work, retainage from subsequent Pay Applications shall be reduced to five percent (5%). Contractor may request a reduction of retainage previously withheld from ten (10%) percent of the total value of the Construction Contract to five (5%) percent after fifty (50%) percent completion of the Work which SFS shall authorize for payment unless justification for withholding exists, as permitted by Section 255.078, Florida Statutes. The term "Fifty Percent Completion" shall be defined as follows, in lieu of any other definition:

"Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of Contractors mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

(c) **Definition of Substantial Completion.** For purposes of this Construction Contract, and for compliance of those procedures, duties and obligations, the term Substantial Completion shall be as follows, in lieu of any other definition:

"Substantial Completion" is defined as that point where SFS and the County are able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that SFS and the County are able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use, with the exception of incidental and incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work, to the satisfaction and approval of all authorities having jurisdiction.

(d) **Procurement of Subcontracts.** All subcontracts exceeding \$500,000 shall be and competitively awarded in accordance with the process set forth in Exhibit "O".

(e) **Contractor Self-Perform Work.** Upon approval by SFS, Contractor and any Related Entities as defined below, may use its own forces to perform a portion of the Work, as long as the cumulative percentage of the total self-performed construction work does not exceed 25% of the Total Cost of the Work for the Project, as reflected in the approved GMP or latest approved estimates. SFS reserves the right to limit instances of self-performance to certain Work. There is no guarantee that any self-performed work will be allowed. Related Entities are prohibited from submitting competing bids or proposals and shall be disqualified for doing so, unless authorized hereunder. When authorized in advance to submit a competitive bid, the Contractor or Related Entity must submit its bid to SFS, at least forty-eight hours prior to the bid opening date and time. "Related Entities" means any parent company, affiliates, subsidiaries, or other entities having common ownership or management with that of the Contractor or a subcontractor.

10. County agrees that the Contractor shall not be considered an agent of SFS for any purpose and shall be solely responsible for the Contractor's Work, and that the County will

look solely to the Contractor and its carrier(s) and surety bond(s), and in no event to SFS, with respect to the performance of the Contractor's Work and any damages or losses which may arise from or out of any acts or omissions of the Contractor except to the extent caused by the negligent acts or omissions of SFS or its agents or representatives.

11. SFS shall have the right to purchase general construction liability insurance or other construction-related insurance acceptable to SFS, with terms, coverages, specifications and limits as determined by SFS as being reasonable in its sole discretion. The cost of such insurance shall be included in the Total Cost of the Work (as defined in Section 10(B)(12)). County shall be an additional insured on such insurance policy, if any is purchased by SFS.

12. The Total Cost of the Work defined herein shall be paid by the County in accordance with the procedures set forth in Section 10(C)(9), below, out of the New Improvements Budget. The term "Total Cost of the Work" referred to in this Section 10 shall mean the sum of (i) the fees and expenses of the Architect in connection with all stages of the Architect's Work hereunder, including without limitation the Architect's consultants' fees and expenses, and all fees and expenses related to the obtaining of permits needed to construct the New Improvements, plus (ii) the Construction Contract Price, plus (iii) the fees and expenses of any consultants engaged directly for the design and construction of the New Improvements which are approved in advance by the County and competitively procured in accordance with Florida law (including the Program Manager under RFQ No. 16-049), plus (iv) any other approved costs, expenses or liabilities incurred by SFS as a consequence of SFS's engagement of the Contractor, Architect or other consultants hereunder, including but not limited to SFS's attorneys' fees in connection therewith, plus (v) the costs of all permits required for the Work, plus (vi) the premium cost of all insurance, including without limitation comprehensive general liability insurance, general construction liability insurance, products and completed operations or other extended insurance, or other insurance acceptable to SFS, as SFS may elect to obtain with County's advance approval, whether directly or through another person or entity acting on SFS's behalf, as a consequence of SFS's engagement of the Architect and Contractor hereunder (referred to in this Section 10 as the "Additional Exposure Liability Insurance Coverage Insurance Premiums"). The Total Cost of the Work shall be subject to increase only as a consequence of Authorized Change Orders (as defined in this Section 10), to the extent such Authorized Change Orders actually increase the Total Cost of the Work; provided, however, that the County's obligations shall be limited to the New Improvements Budget. As between SFS and the County, SFS shall be solely responsible for any and all cost of the Work exceeding the New Improvements Budget. The Total Cost of the Work shall not include any other costs or fees whatsoever, including, without limitation, fees for construction, coordination, supervision or for review and approval of plans and specifications or proposed Change Orders by SFS or County, except as otherwise specifically set forth in this Agreement.

C. **NEW IMPROVEMENTS - CONSTRUCTION.**

1. Promptly following the execution of the Construction Contract and the issuance of all required approvals and permits, SFS shall cause the Contractor to commence the

Work and to diligently and continuously pursue the Work to Completion. The term "Completion" as used in this Section 10 shall mean the completion of the Work, as evidenced by the issuance of a temporary or final certificate of occupancy or completion, as applicable, and the completion of all "punch-list" items.

2. County will cooperate in good faith to assist Architect and Contractor in obtaining all permits required for the construction of the Work from all applicable governmental authorities.

3. There shall be no change to the Final Plans, except pursuant to an Authorized Change Order (as such term is defined below). SFS shall have the right to request changes in the Work. As used in this Section 10, an "Authorized Change Order" shall mean a written instrument initiated and prepared by SFS and signed by County if required herein (or deemed approved as set forth herein), SFS and the Architect stating their agreement upon all of the following: (i) the agreed change in the Work; and (ii) the extent of the adjustment in the Total Cost of the Work, if any. County shall have a period of ten (10) business days following receipt of a request to approve a Change Order within which to review and approve same. If County fails to respond within such ten (10) business day period after the receipt of the proposed Change Order, then such proposed Change Order shall be deemed approved provided, however, that in no event shall the County be obligated to pay any costs associated with Change Orders in the event such costs cause the Total Cost of the Work to exceed the New Improvements Budget without a separate written consent from the County identifying the additional funds to be provided. Such separate written consent shall not be deemed to have been provided by the County's failure to object to a Change Order. County shall not unreasonably withhold its consent to any proposed Change Order except the County shall have the absolute right to deny any Change Order request that would cause the New Improvement Budget to be exceeded unless SFS agrees to be solely responsible for the overage. County has the right to suggest Change Orders to SFS, and SFS agrees to consider each County request for a Change Order in good faith, provided that any Change Order proposed by County shall not have the effect of increasing the Total Cost of the Work, and to initiate an Authorized Change Order as set forth in this paragraph if SFS determines that such a Change Order is appropriate. Changes in the Total Cost of the Work due to an Authorized Change Order shall be limited to the actual net increase in the cost included in the definition of the Total Cost of the Work.

4. SFS and the County shall have the right to monitor the construction progress of the New Improvements at all times, provided that County shall not give direction, whether verbally or in writing or otherwise, to any Contractor, Architect or consultant engaged by SFS, except in an emergency situation. SFS understands that County shall procure a Program Manager to serve as its representative during the design and construction of the Project (provided that the cost therefor shall be reasonable therefor in light of the services provided by the Program Manager), provided the amount of reimbursement to the County for the Program Manager fees from the New Improvements Budget shall be the lesser of (a) 50% of the total amount paid to the Program Manager, and (b) \$100,000, and County shall be solely responsible for any additional payments to the Program Manager. SFS agrees to cooperate with the County and its Program

Manager, and use best efforts to create a spirit of harmony involving all companies providing services for the Project. The Program Manager shall have the opportunity to be included as a participant at all Project meetings, jobsite meetings and inspections, and shall have the opportunity to be included on all Project communications involving the Architect, Contractor and any authority having jurisdiction. All Project administration communications, necessary with the County, including disbursement requests and Change Order requests, shall be conducted through the Program Manager. Should Program Manager identify any work being performed in material deviation from the approved Final Plans, it shall immediately provide written notice to SFS and the County, with recommendations on remedying the non-compliance. If the non-compliance is not remedied within seven (7) days, County and SFS, through representatives possessing decision-making authority, shall meet promptly to discuss the issues and means of resolution.

5. In the event of any contractual dispute between the parties hereto that (i) occurs before Completion (as defined in this Section 10) of the New Improvements, and (ii) relates to the preparation and/or approval of the Conceptual Plans, Preliminary Plans, Final Plans, the Construction Work per the Final Plans, or any Change Order for any Phase of the Work, SFS and County shall attempt in good faith to agree to the resolution of the disagreement and/or the curative measures, if any, that are required to be undertaken, and if necessary will submit the dispute to non-binding mediation in an effort to resolve the dispute if the parties are unable to reach a resolution without outside intervention. If the parties are unable to resolve such dispute through non-binding mediation within 30 days of such dispute arising, then the dispute shall promptly be resolved by litigation pursuant to Section 39 of this Agreement.

6. The New Improvement Schedule, which shall be Exhibit "H" hereto, shall show:

(a) The anticipated time of commencement and completion of each of the various operations to be performed under this contract; and,

(b) The sequence and inter-relationship of each of these operations with the others and with those of other related contracts; and,

(c) The estimated time required for fabrication or delivery, or both, of all materials and equipment for the Work.

7. The New Improvement Schedule shall be revised by SFS as and when needed. SFS shall provide the County with written notice in the event that any revision as to the New Improvement Schedule changes the Required Completion Date (if and as that term or its equivalent is defined in the Contract).

8. Promptly after execution of this Agreement, the County shall deposit the entire amount of the funds that comprise the New Improvements Budget in an interest bearing account, in the name of the County, designated (and referred to in this Section 11) as the "New Improvement Account," and all interest thereon shall be added to the New Improvements Budget.

The County will issue bonds in an amount sufficient to generate \$55,000,000 of funding for the New Improvements Budget, as provided for in this Section 10. Notwithstanding any provision herein to the contrary, the County shall have no obligation to provide funds for the New Improvements Budget in excess of the \$55,000,000 provided with the proceeds of the County's New Improvement Bonds without the express written consent of the County identifying the additional funds provided.

9. County shall disburse funds from the New Improvement Account, as follows, provided that in no event shall County be responsible for disbursing funds in excess of the New Improvements Budget for the Total Cost of the Work:

(a) Within twenty (20) business days following SFS's delivery to County of an invoice for the Additional Exposure Liability Coverage Insurance Premiums with certification that payment is due in the requested amount, County shall pay to SFS the entire amount of such invoice;

(b) Within twenty (20) business days following SFS's delivery to County of an invoice from the Architect with respect to the Architect's Work with certification that payment is due in the requested amount, County shall, following verification of entitlement and quantum due, pay to SFS, for the benefit of the Architect, the full amount of such invoice, which payment SFS will then forward to Architect within five (5) days of SFS's receipt thereof from County;

(c) Within twenty (20) business days following SFS's delivery to County of an invoice from the Contractor (which invoice shall reflect the applicable retainage), accompanied by the Required Documents (as such term is defined below) with certification that payment is due in the requested amount, County shall, following verification of entitlement and quantum due, pay to SFS, for the benefit of Contractor, the full amount of such invoice, which payment SFS will then forward to Contractor within five (5) days of SFS's receipt thereof from County. The term "Required Documents" referred to in this Section 11 means: (i) an affidavit from the Contractor certifying that the invoice is true and correct; (ii) a partial lien waiver from the Contractor for the full amount of the current invoice and partial lien waivers from all subcontractors, materialmen and others who have filed Notices to Owner with respect to all Work through the date of the prior invoice; (iii) a certificate from Architect stating that the portion of the Work described in such invoice has been completed in accordance with the Final Plans; and (iv) in connection with the final disbursement to the Contractor (A) a final lien waiver from the Contractor and from all subcontractors, materialmen and others who have filed Notices to Owner and (B) a final certificate of occupancy or a certificate of completion, as may be applicable;

(d) Within twenty (20) business days following SFS's delivery to County of any invoices from any consultants engaged by SFS and/or with respect to any other costs, expenses or liabilities incurred by SFS pursuant to or as described in Section 11(B)(9) of this Agreement previously approved and authorized by the County, County shall, following verification of entitlement and quantum due, pay to SFS the full amount of such invoices; and

(e) Upon Completion, to the extent that \$55,000,000.00 exceeds the Total Cost of the Work in connection with the New Improvements (with the amount of such excess hereafter referred to as the "Excess New Improvement Budget Funds"), the Excess New Improvement Budget Funds shall be added or devoted to the Additional Improvement Fund (as such term is defined in Section 5(A)).

(f) County shall have the right to review, verify, and audit if necessary, all requests for disbursements of any New Improvements Budget Funds, including invoices from the Architect and Contractor. SFS shall reasonably ensure that all requests for disbursements are sufficiently documented and accompanied by supporting invoices and time records, and in the case of Architect and Contractor, that they (i) maintain an "open book" project accounting practice, (ii) make all files and accounting records available for review and auditing upon reasonable request, and (iii) allow for backcharging for any erroneous billing, as these requirements relate to the New Improvements Budget.

11. **DIGNITARY SEATING.**

Prior to December 1 of each year, the County and SFS will cooperate and develop a dignitary seating arrangement that is reasonably acceptable to all the parties.

12. **FLORIDA STATE LEAGUE TEAM; GULF COAST LEAGUE TEAM.**

The parties acknowledge that the Club currently owns the St. Lucie Mets Florida State League team. This Agreement shall apply to the use of the facilities by the St. Lucie Mets and related operations during the Florida State League regular season and any post-season playoffs. In the event the Club terminates its ownership of a Florida State League team during the term of this Agreement, and does not either transfer ownership thereof to SFS, assign any or all of its rights and obligations with respect to use of the Sports Complex for minor league operations to any entity that owns the Florida State League affiliate in accordance with Section 24, or acquire ownership of or enter into a player development contract with another minor league team that will be scheduled to play its home games in the Stadium during the following Florida State League season, SFS shall notify the County as soon as practicable in advance of the beginning of the following Florida State League team season. In that event, the County may permit another Florida State League team to play its home games at the Stadium without the consent of SFS, provided that such minor league team's operations do not conflict with SFS's exclusive use of the Sports Complex from February through the beginning of the Florida State League season in April of each year during the Term of this Agreement or with SFS's use of the Sports Complex for GCL Mets operations (if any), as set forth in Section 15(A) below. The term "St. Lucie Mets" as used herein refers to the current or any future minor league baseball team owned or operated by or affiliated with SFS or the Club that plays its home games at the Sports Complex (excluding the GCL Mets, as defined below). The term "Florida State League" as used herein refers to the Florida State League, any successor league thereto, or any other minor league to which the St. Lucie Mets belongs.

The parties acknowledge that Club currently owns a Gulf Coast League team. All of the terms and conditions of this Agreement shall apply to the use of the facilities by that team during the Term, including without limitation for the Gulf Coast League regular season and any post-season playoffs. The term "GCL Mets" as used herein refers to any future minor league baseball team owned or operated by or affiliated with SFS or the Club that is a member of the Gulf Coast League and will play its home games at the Sports Complex, if SFS or the Club, as may be applicable, so decides in its sole discretion. The term "Gulf Coast League" as used herein refers to the Gulf Coast League or to any successor league thereto.

Other than as provided in the first paragraph of this Section 12 (and subject to SFS's right to assign this Agreement as set forth in Section 24), the County agrees that it will not permit any Florida State League baseball club other than the St. Lucie Mets, or any Gulf Coast League baseball club other than the GCL Mets, to use the Sports Complex during the Term of this Agreement.

13. **INDEMNITY AND INSURANCE.**

A. **SFS.**

To the extent allowed by law, SFS agrees to indemnify and hold County harmless from and all claims for personal injury, death, or property damage and any other losses, damages, charges or expenses, including attorneys' fees, which arise out of, in connection with, or by reason of the use of the Sports Complex by SFS, the Club or any affiliates, agents or successors of any of the foregoing or by reason of any acts or omissions in connection with any obligations which are the responsibility of SFS under this Agreement, except to the extent such losses may be caused by the negligence or willful misconduct of the County, its agents or employees or by any acts or omissions of the Program Manager, Architect, Contractor or any of their respective employees, agents or subcontractors. SFS further agrees to undertake at its own expense the defense of any action brought against the County (with counsel subject to County's approval in its reasonable discretion), claiming damages arising out of, in connection with, or by reason of SFS's use of the Sports Complex by SFS, the Club or any affiliates, agents or successors of any of the foregoing or by reason of any acts or omissions in connection with any obligations which are the responsibility of SFS under this Agreement, except that in the event the claim is finally determined to have arisen due to the negligence or acts of the County, its agents or employees, the County agrees to reimburse SFS for the actual expenses, including attorneys' fees, incurred by SFS in defending the County. County agrees to cooperate in any defense by the SFS. The provisions of this paragraph shall survive the termination of this Agreement.

SFS shall maintain or cause to be maintained Comprehensive General Liability Insurance, including Property Damage and Personal Injury coverages, insuring against liability for damages or losses arising solely from the acts or omissions of SFS under this Agreement. Such policy shall name St. Lucie County as an additional insured. Limits of liability coverage to be not less than:

Bodily Injury Liability	\$5,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence

Or

Bodily Injury and Property Damage Liability	\$5,000,000 each occurrence, combined single limit
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SFS shall maintain or cause to be maintained in effect Workers Compensation Insurance as required by Florida Statutes, covering all employees of SFS, including employer's liability insurance, with limits of not less than \$100,000 per accident.

SFS shall furnish County, not later than ten (10) business days after SFS's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above with an insurer reasonably acceptable to the County.

B. County.

To the extent allowed by law, the County agrees to indemnify and hold SFS and its members and affiliates harmless from any and all claims for personal injury, death, or property damage and any other losses, damages, charges, or expenses, including attorneys' fees, which arise out of, in connection with, or by reason of the use of the Sports Complex by the County or by reason of any acts or omissions in connection with any obligations which are the responsibility of the County under this Agreement, including, without limitation, in connection with or related to the New Improvements, the Additional Improvements, and any other construction conducted by the County (itself or through contractors), except to the extent such losses may be caused by the negligence or willful misconduct of SFS, its agents or employees or by any acts or omissions of the Architect, Contractor or any of their respective employees, agents or subcontractors. County further agrees to undertake at its own expense the defense of any action brought against SFS (with counsel subject to SFS's approval in its reasonable discretion) claiming damages arising out of, in connection with, or by reason of the use of the Sports Complex by the County or by reason of any acts or omissions in connection with any obligations which are the responsibility of the County under this Agreement, except that in the event the claim is finally determined to have arisen due to the negligence or acts of SFS, its agents or employees, SFS agrees to reimburse the County for the actual expenses, including reasonable attorneys' fees, incurred by the County in defending SFS. SFS agrees to cooperate in any defense by the County. The provisions of this paragraph shall survive the termination of this Agreement.

In addition, the County agrees to procure and pay for and at all times during the term of this Agreement maintain fire and extended and "special form" coverage (including without limitation insurance from and against all losses, damages, claims and liabilities related to or arising from acts of terrorism) on all property, both real and personal, with replacement cost coverage limits of not less than the replacement cost of the Sports Complex (including, without limitation, all New Improvements and Additional Improvements while being constructed and when

completed) and also covering loss of income. The County is self-insured for general liability with statutory limits of \$200,000 per person/\$300,000 per incident pursuant to Section 768.28, Florida Statutes, and waives and has waived sovereign immunity to that extent. The insurance policies referenced above in this paragraph shall further name SFS and the Club as named insureds and shall provide a thirty (30) day notice of cancellation or non-renewal and a severability of interest endorsement.

The County shall furnish SFS, not later than ten (10) business days after the County's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above and with an insurer reasonably acceptable to SFS.

C. County warrants and represents that it is, and throughout the Term will remain, a member of and party to the Treasure Coast Risk Management Program ("TRICO," as set forth in the Revised TRICO Interlocal Agreement dated May 1, 1996) or such other pooled risk or self-insurance program acceptable to SFS in its reasonable discretion, and that SFS will be a beneficiary of all insurance and other protections available through the TRICO Risk Management Program (or such other accepted pooled risk or self-insurance program) including, without limitation, with respect to general liability, tort liability, loss or damage to property (e.g., the Sports Complex), and personal injury or death.

The County shall furnish SFS, not later than ten (10) business days after the County's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above and with an insurer reasonably acceptable to SFS.

D. County and SFS each do hereby and shall mutually release each other from liability and waive all rights of recovery against each other, for any loss or damage occasioned to County or SFS, as the case may be, from perils insured against, or required hereunder to be insured against, under their respective property insurance policies, whether due to negligence or any other cause. Any property insurance policy required herein covering loss, damage, or destruction by fire or other insured casualty, shall include a waiver of the insurer's rights of subrogation against the other party.

In the event a claim is filed against a party for operations that are covered by the provisions of this Agreement, the party agrees to notify the other party of the claim within ten (10) days after the party receives the claim.

14. **RESPONSIBILITIES OF PARTIES.**

The responsibilities of the parties shall be as follows:

A. **County.**

(1) County shall maintain proper HVAC systems and equipment in throughout the Sports Complex, and shall perform all maintenance thereof at County's sole cost and expense.

(2) County shall be responsible for providing and bearing the cost of an adequate number of qualified security personnel at the Sports Complex for Club major league spring training games and Florida State League games. The County shall be responsible for public order and safety in manner consistent with the County's practices under the Prior FUA, including the creation, establishment and implementation of security, safety and emergency plans and procedures and related contingency plans, all of which shall be in consultation with SFS and the Club. County shall be responsible for coordinating with all local, state and federal agencies to the extent appropriate, and for providing, at its expense, comprehensive training for all security personnel who work at the Sports Complex with respect to County's security, safety and emergency plans and procedures (which training shall occur at least once per year during the Term prior to the commencement of major league spring training, in consultation with SFS and the Club). County shall keep SFS and the Club fully informed with respect to its security, safety and emergency plans and procedures, and with respect to all training and coordination with local, state and federal agencies. County shall have the responsibility to eject persons from the Stadium or from the Sports Complex as necessary, including at the request of SFS; County shall consult with SFS before ejecting any persons from the Stadium during SFS Events except to the extent such consultation is impracticable in the event of an emergency.

(3) County shall be responsible for all utilities (excluding the Barwis facility and the Player Academy Spaces), including telephone (excluding long distance toll charges), heat, water and sewer, electricity, air conditioning, and appropriate night lighting.

(4) SFS and the County agree that the New Improvements shall, to the extent agreed upon by SFS and the County, maximize energy savings using "green" technology and equipment.

(5) In addition to the right to occupy the Sports Complex, SFS and its agents, employees, suppliers and other persons appropriate for SFS to enjoy the use of the Sports Complex premises as contemplated herein, shall have access, in common with others designated by the County, to such areas of the Sports Complex as necessary or appropriate to provide services or otherwise enjoy the use of the Sports Complex as contemplated herein, subject to customary and reasonable security precautions.

(6) If SFS contends that the County has failed to comply with a material obligation of the County pursuant to this Agreement with respect to the maintenance of the Sports Complex, and if as a result SFS contends that an Exigent Condition (as defined below) exists at the Sports Complex, then, in addition to any and all other remedies available to SFS, SFS shall be entitled to (a) take such measures as are strictly necessary to address the Exigent Condition, and (b) deduct the cost of such measures from the payments to be paid by SFS to the County pursuant to Section 6(A) of this Agreement, subject to the County's right to object to and contest such deduction by seeking judicial intervention, which right is expressly reserved. SFS shall not be entitled to deduct such cost unless, prior to addressing the Exigent Condition, (i) SFS provides written notice to the County identifying the Exigent Condition, the measures which SFS intends to take to address it, and the cost thereof, and (ii) the County fails to remedy the Exigent Condition

within a reasonable period of time following the delivery of such notice. "Exigent Condition" shall mean (x) any condition of any playing field that creates a potential substantial risk to participants in games and/or practices on the field, (y) any condition elsewhere within the Complex that creates a potential substantial health or safety risk to SFS's invitees at the Sports Complex, or (z) any condition that, if not promptly remedied, would result in the loss of substantial revenues generated at the Sports Complex.

B. SFS.

(1) SFS shall not in any manner, directly or indirectly, violate any laws, ordinances, rules or regulations of any federal, state, county, city or other governmental authority or agency in connection with the use and occupancy of the Sports Complex under the terms of this Agreement.

(2) SFS shall use and occupy the Sports Complex in a reasonably safe and careful manner and exercise reasonable care not to in any way mar, deface, or injure any part of the premises, ordinary wear and tear excepted. At the conclusion of this Agreement, SFS shall surrender the premises to the County in as good condition and repair as at the beginning of SFS's occupancy, except as to ordinary wear and tear and except as to damage by fire, other casualty, or the elements.

(3) Except with respect to the Telecommunication Equipment described below in Section 14(B)(5) and any property of SFS and as otherwise contemplated by this Agreement, SFS shall not make any material permanent or structural changes, improvements or alterations to the Sports Complex except as provided for in this Agreement without the written consent of County which shall not be unreasonably withheld, conditioned or delayed.

(4) At its expense, SFS is responsible for providing a sufficient number of ticket sellers and ushers during SFS Events.

(5) SFS shall be responsible for the installation and maintenance of any radio and television facilities and telephone systems that it deems necessary for its operations ("Telecommunication Equipment"). Prior to the installation of any such equipment, SFS shall submit plans for such installation to the County for approval, which approval may not be unreasonably withheld. Upon termination of this Agreement, SFS agrees to remove the Telecommunication Equipment and restore the premises to their prior condition. SFS may pass these costs on to parties other than County. The County has paid for the necessary utility lines to the areas designated for radio and TV facilities in the site plan and has had the lines stubbed at the required points. If further improvements are needed, those improvements shall be included in the New Improvements.

15. **OTHER USE OF PREMISES.**

A. SFS shall have sole and exclusive use of the Sports Complex, including the Stadium, from February through the beginning of the Florida State League season in April of each year during the Term of this Agreement (including any options). As long as SFS or its affiliates (including specifically the Club) own or operate or have a player development contract with a Florida State League team or other St. Lucie-based minor league team, SFS shall have priority use of the Sports Complex for the benefit of such team during the entire Florida State League season according to the Event Schedule set forth in Section 15(B) below, including, where applicable, post-season play. If SFS or its affiliates (including specifically the Club) continue to have or acquire ownership of or the right to operate or have a player development contract with a Gulf Coast League team, SFS shall have priority use of the Sports Complex for the benefit of such team during the entire Gulf Coast League season according to the Event Schedule set forth in Section 15(B) below, including, where applicable, post-season play. SFS shall have the exclusive use and control of those portions of the Sports Complex used for SFS Events, including without limitation the exclusive right to determine and implement the rules and policies that relate to the admission of patrons to those portions of the Sports Complex used for SFS Events.

B. Subject to the SFS's uses of the Sports Complex as set forth in Section 15(A) above, each year during the Term SFS shall provide the County with a preliminary schedule of its events on or about December 1, and thereafter a definitive schedule of SFS Events and County Events to be held at the Sports Complex (hereinafter, the "Event Schedule") shall be prepared as follows:

(i) First, all dates in the months of February through the beginning of the Florida State League (or other minor league to which a St. Lucie-based baseball team owned by or affiliated with Club belongs) season in April shall be reserved on the Event Schedule exclusively for New York Mets spring training and exhibition season activities;

(ii) Second, all dates for Florida State League home games, workouts and practices, all possible dates for Florida State League post-season or playoff games or other Florida State League events (including without limitation All-Star games and pre-season games), and all dates for New York Mets minor league spring training activities and instructional league play shall be added to the Event Schedule;

(iii) Third, all dates for GCL Mets home games, workouts and practices, and all possible dates for GCL post-season or playoff games or other Gulf Coast League events (including without limitation All-Star games and pre-season games);

(iv) Fourth, all dates for Mets Fantasy Camp games, workouts and practices;

(v) Fifth, after SFS informs County of the dates contemplated in subparagraphs (i), (ii), (iii) and (iv) above, SFS and County shall each be entitled to reserve the use of the Sports Complex on other dates during the year for other SFS Events and County Events, respectively, by providing a "New Event Notice" as described below, with the first to

obtain approval of a New Event Notice according to the procedures set forth below in this Section 15 for each such other proposed Event obtaining the right to use the Sports Complex for such Event.

C. Whenever a party desires to add an Event to the Event Schedule pursuant to Section 15(B)(iii), it shall give written notice ("New Event Notice") to the other party of its request to do so as soon as reasonably possible, but in no event later than ten (10) days prior to the date of the proposed Event. Each New Event Notice shall include a description of the proposed Event, including the nature, starting time and estimated duration thereof; the expected attendance thereat; the identity and experience of the promoters and organizers of the proposed Event, and their principals; a description of the financial assurances (e.g., bonds, security deposit) to be provided by the Event promoters or organizers; a description of any special safety, security, cleaning, maintenance, restoration or other services that will be obtained in connection with the proposed Event; and the approximate preparation and clean-up periods for the proposed Event.

The party receiving a New Event Notice shall notify the other party as soon as reasonably possible but in no event more than five days after its receipt of such New Event Notice, whether the receiving party objects to the proposed Event. If no written notice of objection is given within such five-day period, the Event shall be deemed approved. If notice of objection is given within such five-day period, the parties shall cooperate to determine what, if any, modifications to the proposed Event, or further assurances or services in connection therewith or therefore, would cause the objecting party to consent to the proposed Event. When any proposed new Event is approved by the other party (including by a failure to object), the Event shall be added to the Event Schedule. In the event of any unresolved dispute regarding whether an Event that is the subject of a New Event Notice and an objection should be put on the Event Schedule, SFS and County will submit the dispute to non-binding mediation, and if the parties are unable to resolve the dispute through non-binding mediation, then the dispute shall promptly be resolved pursuant to Section 39 of this Agreement on an expedited basis at the request of either party.

A proposed Event may not be added to the Event Schedule unless the scheduling thereof would be in compliance with each of the following criteria: (i) No more than one Event may be held at the Sports Complex per day without each party's consent, which either party may withhold in its sole and absolute discretion; (ii) Events shall be scheduled so as to allow reasonably sufficient preparation, clean-up and restoration periods between each Event, which shall be subject to the Maintenance Standard; (iii) No County Event may be scheduled to take place between January 16 and January 31 of each year during the term without SFS's consent, which consent may be withheld in its sole and absolute discretion; and (iv) the Event must be a specific planned Event (i.e., neither party may reserve a date on the Event Schedule on the basis that it intends to hold on such date a certain type of Event, as opposed to a specific Event).

In determining whether a party's objection to an Event proposed by the other party is reasonable, consideration shall be given to, among other things, whether the promoter or organizer of the Event: (i) is reasonably capable of producing the Event; (ii) will be providing reasonably adequate financial assurances (e.g., bonds, security deposit) to protect SFS's and County's

respective rights hereunder; and (iii) will be providing reasonably adequate safety, security, cleaning, maintenance and restoration services for the Event.

D. Nothing in this Agreement shall prevent the County from using the portions of the property described in Exhibit "B" that are not used for baseball facilities or in connection with SFS's use of such facilities, provided that such uses do not interfere with SFS's use of the Sports Complex or otherwise conflict with SFS's rights under this Agreement (including, without limitation, SFS's exclusive right to operate concessions at the Sports Complex during the Term). The County agrees that during the term of this Agreement, the County shall use or authorize others to use the remaining property described above only for community events, sports and recreational purposes. The County shall be responsible to repair or replace any portion of the facilities which are altered, damaged or otherwise affected by any non-SFS use.

E. Notwithstanding any other provision of this Agreement (except Section 12, solely with respect to Florida State League play) the County agrees that it will not permit any other Major or Minor League baseball club to use the Sports Complex during the term of this Agreement or any extension thereof without SFS's approval in advance in writing in its absolute discretion.

F. Any of the property described in Exhibit "B" that is not being used by the County or SFS may be used by the parties as additional unpaved parking provided that such use does not interfere with SFS's permitted use of the Sports Complex.

G. In the event of a declared federal, state or local emergency, the County may use the Sports Complex as a staging area for disaster preparations, response or other related uses ("Staging Uses"), provided that (i) the County will reimburse SFS for all costs incurred and revenue lost by SFS as a result of the Staging Uses and (ii) the County will use best efforts to minimize interference with SFS's operations at the Sports Complex and will immediately restore any resulting damage to the Stadium caused as a result of the Staging Uses. The parties further agree to cooperate in obtaining any federal or state funds that may be available for this purpose.

16. PUBLICITY AND PROMOTION.

A. The County will promote the New York Mets and the Club's St. Lucie-based minor league team(s), as well as the sale of home game tickets for such teams. County shall submit all promotional material to SFS for approval, which approval shall not be unreasonably withheld.

B. **SFS Obligations.**

As additional consideration for the use of the Sports Complex SFS shall provide, or shall cause the Club to provide the County with the advertising services set forth in Exhibit "M" attached hereto during each year of the Term.

17. **ADDITIONAL COVENANTS OF SFS AND COUNTY.**

A. SFS shall use and occupy the premises solely for the purposes specified in this Agreement.

B. SFS shall pay all taxes or assessments on its operation as well as on goods, merchandise, fixtures, appliances, equipment and property owned by it and located in or about the Sports Complex. SFS shall have no obligation to pay any real estate or property taxes under any circumstance.

C. To the extent that SFS desires to acquire and construct facilities at the Sports Complex which are eligible under applicable state and federal laws to be financed through the issuance by the County, solely as a conduit issuer, of either taxable or tax-exempt revenue bonds, which bonds shall not be or constitute a debt or obligation of the County, the County will cooperate with SFS to the end that the County may be a conduit issuer of such bonds and, to the extent applicable, will give SFS priority for private activity volume cap; provided, that all reasonable costs and expenses incurred by the County in connection with the consideration and consummation of such financing, which shall be disclosed in advance and in writing by the County and subject to the approval of SFS, will be borne solely by SFS.

18. **DEFAULT; TERMINATION.**

A. If the property covered herein shall be deserted or vacated for an entire spring training season, unless such absence is due to a labor dispute or other causes beyond SFS's control, or proceedings are commenced against SFS in any Court under a bankruptcy act or for the appointment of a trustee or receiver of SFS's property either before or after the commencement of the Term, or if there shall be a default in the payment of any monies due hereunder for more than twenty (20) days after written notice of such default to SFS, or if there shall be default in the performance of any other material covenant, agreement, condition, rule or regulation herein contained or hereafter established, on the part of SFS for more than twenty (20) days after written notice of such default by the County (or if such default is incapable of being cured within twenty (20) days, within such longer period of time as shall be reasonably required for such cure, unless SFS has taken no substantial steps to effect such cure within such period), then at the sole option of the County, this Agreement may be terminated by the County. In addition, the County may terminate this Agreement if (i) the New York Mets shall cease to be a franchise in a major league baseball league, (ii) during any spring training during the Term, Club schedules a majority of New York Mets spring training home games at a facility other than the Sports Complex for reasons other than unavailability of the Sports Complex or any breach of County's obligations hereunder, or (iii) during any Florida State League season, Club schedules a majority of the home games of the Club's Florida State League team at a facility other than the Sports Complex for reasons other than unavailability of the Sports Complex or any breach of County's obligations hereunder. In the event the County terminates this Agreement for the reasons set forth above in this paragraph, the County shall have the right to re-enter or repossess the property during the period of SFS's right to use thereof, either by summary proceedings, surrender or otherwise other than force, and

dispossess and remove therefrom SFS, or other occupants thereof, without being liable for any prosecution therefore. Should the County reasonably incur expenses in enforcing its rights hereunder, specifically including attorneys' fees and court costs (at the lower court and appellate levels), and County prevails in such legal action, said expenses shall be reimbursed to the County by SFS.

B. SFS shall have the right, at any time and at its sole option, to terminate this Agreement and all of its obligations hereunder upon written notice to County (the "Termination Notice") provided by SFS on or before March 31 of any year during the Term, which notice shall terminate the Agreement effective as of December 31 of that calendar year. In the event of termination pursuant to this provision, as the County's sole remedy against any person relating to such termination of this Agreement County will accept (i) a series of payments for outstanding amounts remaining on Refunding Bonds as set forth in Section 37, and (ii) a series of semi-annual payments tied to the County's schedule of debt service payments in connection with the New Improvement Bonds, which New Debt Service Schedule shall be incorporated into this Agreement as Exhibit "I" hereto upon issuance of the New Improvement Bonds (which includes State Development Funds (as defined below) that will be used by the County to pay the debt service on the New Improvement Bonds). Such payments in connection with the New Improvement Bonds, referred to herein as the "Debt Service Payments," shall be made by SFS to the County on each "Period Ending" date referenced in the first column of Exhibit "I" hereto that follows the effective date of the termination of this Agreement. The amount of the Debt Service Payment due on each such post-termination "Period Ending" date shall be an amount equal to the "Total Debt Service Payment" in the last column of Exhibit "I" hereto corresponding to the "Period Ending" date in question, provided, that in the event it is determined by the County's bond counsel that the acceptance of such payments by the County will adversely affect the tax-exempt status on any of the New Improvement Bonds that are issued on a tax-exempt basis, SFS shall either (i) pay to the County the amount necessary to offset the change in tax status to the holders of the tax-exempt New Improvement Bonds, which may be retroactive to the date of issuance of the New Improvement Bonds, or (ii) provide funding to the County sufficient to prepay in full said tax-exempt New Improvement Bonds at the earliest permitted call date, plus all interest and principal due and owing through that date of redemption. Upon request, the County will inform SFS whether its bond counsel believes that acceptance of the payments set forth in this section by the County will adversely affect the tax-exempt status on any of the New Improvement Bonds.

The parties agree that these respective amounts constitute reasonable and just compensation for such termination by SFS, and SFS hereby promises to pay to County, and the County hereby agrees to accept, the appropriate payment amount described above as liquidated damages, and not as a penalty, and as its sole and exclusive remedy related to the termination of this Agreement by SFS, and County waives all other rights and remedies in connection therewith.

If the property covered herein shall be deserted or vacated by the County either before or after the commencement of the term of this Agreement, or if there shall be a default in the payment of any monies due hereunder by the County for more than twenty (20) days after written notice of such default to the County, or if there shall be a material default in the performance of any other

covenant, agreement, condition, rule or regulation herein contained or hereafter established, on the part of the County for more than twenty (20) days after written notice of such default by SFS, then at the sole option of SFS, this Agreement may be terminated by SFS. Should SFS incur expenses in enforcing its rights hereunder, specifically including attorneys' fees and court cost (at the lower and appellate levels), and SFS prevails in such legal action said expenses shall be borne by the County.

In the event SFS terminates this Agreement, SFS shall immediately vacate the Sports Complex, but reserves the right to seek damages and any or all other remedies caused by any default or breach of this Agreement by County.

19. **DAMAGE OR DESTRUCTION.**

In the event of the damage or destruction of the property described in Exhibit "B" or any of the structures (including the Stadium) or improvements located thereon by fire or other casualty, there shall be an obligation on the part of the County to use the insurance proceeds for the purpose of rebuilding such facilities. The County shall be responsible for providing the funds necessary to rebuild the facilities in the event the proceeds from the insurance referenced in Section 13(B) above are not sufficient to cover the cost of such rebuilding.

County shall complete the reconstruction and repair of the Sports Complex following any such damage or destruction, as soon as reasonably possible, and in any event within two hundred seventy (270) days following the occasion of such damage or destruction. Within thirty (30) days following the occasion of such damage or destruction, County shall provide SFS with County's architect's and/or engineer's reasonable estimate of the time required for the reconstruction and/or repair of same. In the event that the estimate shall reflect that more than two hundred seventy days shall be required for the repair and/or reconstruction, SFS shall have the right to terminate this Agreement by written notice to County, within thirty (30) days thereafter. Further, if in fact the reconstruction and repair shall not be completed within two hundred seventy (270) days (or such longer time to which SFS may agree), SFS shall have the right to terminate this Agreement by written notice to County within thirty (30) days following the end of such two hundred seventy day (or longer, as the case may be) period.

During the repair and/or reconstruction of the damage or destruction to the Sports Complex, until same shall be completed, all of the obligations and responsibilities of SFS hereunder shall be abated on an equitable basis, to the extent that such damage or destruction shall interfere with the use by SFS of the Sports Complex as contemplated hereunder.

20. **EMINENT DOMAIN.**

In the event that any portion of the premises should be taken by the exercise of the right of eminent domain so as to materially affect SFS's operations, SFS may terminate this Agreement as of the date of taking. In the event that SFS does not terminate this Agreement as a result of any taking, following any such taking SFS's obligations and liabilities hereunder shall be proportionately adjusted, on an equitable basis, to the extent that such taking shall damage or

otherwise materially adversely affect the use by SFS of the Sports Complex as contemplated herein. All proceeds for such taking shall be paid to the County or SFS as their interests may appear, provided that the foregoing shall not preclude SFS from pursuing a separate award for damages to SFS's furnishings, fixtures and equipment, moving expenses and any other losses relating to SFS's business permitted by law to be recovered, including, without limitation, the loss of SFS's leasehold.

21. **FAMILIARITY WITH BONDS.**

Anything else in this Agreement to the contrary notwithstanding, SFS acknowledges that County is or will be bound to the holders of certain bonds which relate to the Sports Complex. SFS agrees to cooperate reasonably with the County to maintain the tax-exempt status of the bonds, provided, however, that such cooperation shall not entail material modification of the terms and conditions of this Agreement nor cause SFS or any affiliate to incur any cost or expense in connection therewith.

22. **NON-DISCRIMINATION.**

SFS, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, national origin or sex shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in the use of the facilities excluding uniformed baseball personnel. The terms of this Section shall be binding upon SFS's successors in interest and assigns.

23. **CONFLICT OF INTEREST.**

The County hereby represents and warrants that neither it nor any of its directors, officers, members, partners, officials, representatives, or employees has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance of rendering of the services herein provided. The County further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the County of St. Lucie nor any person whose salary is payable, in whole or part, from the County Treasury, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporations, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

24. **ASSIGNMENT; SUBLEASES AND LICENSES.**

SFS may assign any or all of its rights and obligations pursuant to this Agreement to any entity that owns and operates the New York Mets franchise, and may assign any or all of its rights and obligations with respect to use of the Sports Complex for minor league operations to any entity that owns the Florida State League affiliate (or, if applicable, the Gulf Coast League affiliate) of

the New York Mets. Should Club sell its Major League Baseball franchise during the term of this Agreement, SFS shall make a good faith effort to assign its rights and delegate its duties under this Agreement to the entity that acquires such franchise. Subject to the approval of the County, which approval may not be unreasonably withheld, conditioned or delayed, SFS may assign all of its rights and obligations pursuant to this Agreement to an owner or operator of another Major League Baseball club. Upon SFS's assignment of this Agreement and all of its rights and obligations hereunder, all of SFS's duties and obligations under this Agreement shall terminate and cease to be of any further force or effect as of the effective date of the assignment and the County shall look solely to the assignee for performance of the duties and obligations under this Agreement thereafter. Except as expressly set forth above in this Section, no party may assign its rights or obligations under this Agreement without the written consent of the other party. Notwithstanding the foregoing, SFS shall have the right to enter into subleases and/or licenses with third parties with respect to any of its rights and obligations hereunder with the consent of the County, which consent shall not be unreasonably withheld, except SFS may not, without County's prior consent, sublease or license the use of any portion of the Sports Complex to any Major League Baseball team other than the Club or to any other entity if such sublease or license would cause cost or expense to the County beyond those that County would otherwise incur from SFS's Permitted Uses under this Agreement, provided that the County shall not withhold such consent if SFS and/or the proposed sublessee agrees to pay any such additional costs and expenses.

25. **ENTIRE AGREEMENT.**

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other written or oral negotiations, understandings and representations (if any) made by and between such parties.

26. **AMENDMENTS.**

The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only in a writing signed by the parties hereto and making specific reference to this Agreement. In addition, this Agreement may not be amended without MLB Approval (as that term is defined in Section 40 of this Agreement).

27. **FURTHER ASSURANCES.**

The parties hereby agree from time to time to reasonably execute and deliver such further and other transfers, assignment and documents and reasonably do all matters and things which may be convenient or necessary to more effectively and completely carry out the terms of this Agreement.

28. **BINDING EFFECT.**

All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

29. **NOTICES.**

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile communication but excluding e-mail) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service (with acknowledgment of receipt), telecommunicated (including by fax), or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

AS TO COUNTY:

St. Lucie County Administrator
2300 Virginia Avenue
Fort Pierce, Florida 33482
Telephone: (772) 462-2130
Facsimile: (772) 462-1648

With a copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Fort Pierce, Florida 33482
Telephone: (772) 462-1420
Facsimile: (772) 462-1440

AS TO SFS:

Sterling Facility Services, L.L.C.
Attn: Paul Taglieri, Vice President
527 NW Peacock Boulevard
Port St. Lucie, FL 34986
Telephone: (772) 871-2121
Facsimile: (772) 878-9802

With a copy to:

Sterling Facility Services, L.L.C.
Attn: David Cohen, Vice President
Citi Field, 120-01 Roosevelt Avenue
Flushing, New York 11368
Telephone: (718) 565-4397
Facsimile: (718) 335-8066

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date telecommunicated if by facsimile device, and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

30. **HEADINGS.**

The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

31. **PRONOUNS.**

In this Agreement, the use of any gender shall be deemed to include both genders, and the use of the singular shall include the plural, wherever it appears appropriate from the context.

32. **SURVIVAL.**

No covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the termination of this Agreement except as expressly stated herein. In addition to the survival of specific Sections of this Agreement as expressly stated in such Sections, the terms of Sections 9(C), 13, 29 and 36 of this Agreement shall survive the termination of this Agreement.

33. **WAIVERS.**

The failure or delay of any party prior to a period which would constitute laches at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any known right, power or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

34. **FORCE MAJEURE.**

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control ("Force Majeure Events") including, without limitation, strikes, lockouts, or other industrial disturbances (but excluding Major League Baseball strikes and lockouts); fires; unusual climatic conditions such as hurricanes, floods, tornados and the like; acts of God; or acts of a public enemy, war, police action, terrorism and the like. The party unable to perform as a result of a Force Majeure Event shall promptly notify the other of the beginning and ending of each such period. During the period of any Force Majeure Event, until same shall be concluded, all of the obligations and responsibilities of SFS hereunder shall be abated on an equitable basis, to the extent that such Force Majeure Event shall interfere with the use by SFS of the Sports Complex as contemplated hereunder. If any period of a Force Majeure Event prevents SFS from using the Sports Complex in the manner contemplated herein for all or a substantial part of any Major League Baseball Spring Training season or Florida State League season (or, if applicable, a Gulf Coast League season) and SFS does not receive satisfactory assurances from the County that a Force Majeure Event will not prevent SFS's use of the Sports Complex as contemplated in this Agreement for a substantial part of the following Major League Baseball Spring Training season, SFS shall have the right to terminate this Agreement upon sixty (60) days written notice to the County.

35. **GOVERNING LAW.**

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, applicable to agreements wholly negotiated, executed and to be performed in that state, without regard to principles of conflicts or choice of laws.

36. **SECTION 288.11631, FLORIDA STATUTES.**

A. Section 288.11631, Florida Statutes is intended to provide a process for the retention of spring training baseball franchises within the State of Florida (the "State") that are funded with State incentive funding. SFS and the County acknowledge that the amount of State incentive funding provided by the State for the Sports Complex is based on the continual use of the Sports Complex by a spring training baseball franchise for the entire length of the Term.

B. The County will submit an application to the Florida Department of Economic Opportunity for Twenty million dollars (\$20,000,000.00) in funding assistance for the New Improvements that are described in the Facilities Use Agreement. In connection with this application and as a condition of any award of funding under Section 288.11631, Florida Statutes, SFS must agree to reimburse the State of Florida for the funds expended by the County for the New Improvements that the County received from the State of Florida if the Club relocates before the term of the Facilities Use Agreement expires.

C. SFS covenants and agrees with the County that if the County terminates this Agreement pursuant to its rights under Section 18(A), or if SFS terminates this Agreement pursuant to its rights under Section 18(B) for any reason other than a breach of this Agreement by the County, then SFS shall reimburse the State for the total amount of distributions actually paid from the date of such termination through the final maturity of the New Improvement Bonds (the "State Development Funds"). Repayment to the State shall not discharge SFS from any other obligations set forth in this Facilities Use Agreement.

D. The Parties agree that if SFS terminates this Agreement pursuant to its termination rights under Section 19(B) following a breach by the County, SFS will promptly notify the applicable agency of the State of Florida that has been charged with administrative oversight and enforcement of the State Development Funds (the "Agency") of the circumstances for such termination, and SFS will not have any obligation to repay either the County or the State for any State Development Funds in connection with such SFS termination. The County shall hold SFS harmless from any assertion or claim by the State that the State Development Funds shall be repayable to the State by SFS if SFS terminates this Agreement pursuant to its termination rights under Section 19(B) following a breach by the County.

E. The State of Florida is a third party beneficiary of this Facilities Use Agreement as to the obligations imposed by Section 36. The State shall have: 1) Standing to seek and complete

performance of the obligations in this Section in law or equity and 2) Standing to initiate and/or defend an action at law or equity relating to obligations.

37. **2011 BONDS.**

The County will refund the existing 2011 Improvement Bonds (as defined in Section 5(K) of the Prior FUA) on or around November 1, 2016 (the "Refunding Bonds"). The new Refunding Bonds shall have the same remaining term as the 2011 Improvement Bonds. In addition to the Base Rent payments and Additional Rent payments made by SFS pursuant to Section 6(A), SFS will make additional payments to the County, such payments being equal to the amounts set forth in the last (Total Debt Service Payment) column of Exhibit "J" on the dates indicated in the first (Period Ending) column of Exhibit "J" that follow commencement of the Term of this Agreement, or in the alternative, if SFS elects, such payments being equal to the amounts and on the dates set forth in the debt services schedule for the Refunding Bonds.

38. **AGREEMENT RUNS WITH LAND.**

This Agreement is intended to run with the land and shall be binding upon all of the County's successors and assigns. SFS and County shall enter into a short form Memorandum of this Agreement which shall be recorded in the Public Records of St. Lucie County, Florida. This Agreement is not revocable by County and is not terminable by County except as expressly set forth herein.

39. **DISPUTE RESOLUTION.**

All disputes arising from or related to this Agreement whether the action is brought in contract, tort, statutory claim or any other theory of liability, shall be subject to litigation as the final mode of dispute resolution. Exclusive venue for litigation of any disputes rests exclusively in the Circuit Court for St. Lucie County, Florida. As an express condition precedent to litigation all litigation shall be subject to non-binding mediation to be conducted within ninety (90) days of the dispute arising. The parties shall mutually select a qualified mediator, and failing accord, a mediator shall be appointed by the American Arbitration Association and mediation shall be conducted in accordance with its rules, costs and fees to be split equally by the parties.

40. **SUBSERVIENCE.**

A. Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by SFS hereunder shall in all respects be subordinate to the MLB Rules and Regulations and the Minor League Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations or the Minor League Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which County is granted rights is limited to, and nothing herein shall be construed as conferring on County rights in areas outside of, the Spring Training territory of the New York Mets as established and amended from time to time. No rights,

exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities.

B. The following defined terms apply to this Section 40:

“Major League Baseball” or “MLB” means, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Clubs acting collectively.

“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.

“Major League Constitution” means the Major League Constitution as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Baseball Clubs..

“MLB Approval” means, with respect to the Major League Baseball 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) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

“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.

“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, on behalf of the National Association (the “Professional Baseball Agreement”), (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).

“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.

“BOC” 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.

“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.

“Minor League Rules and Regulations” means (a) the National Association Agreement and the Constitution and Bylaws of each Minor League 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, and (b) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, each Minor League or the National Association as in effect from time to time.

“National Association” shall have the meaning ascribed to it in the Professional Baseball Agreement.

“National Association Agreement” means the Constitution and By-Laws of the National Association.

“Minor League” shall mean each Minor League (as that term is defined in the Major League Rules) of which a Minor League Club (as that term is defined in the Major League Rules) that plays its home games at the Sports Complex is a member or to which such a Minor League Club otherwise belongs.

“Person” means any individual, corporation, partnership, association, limited liability company, joint venture, trust, estate, joint stock company or other similar organization, government or political subdivision thereof, or any other person or entity, including, without limitation, the Major League Baseball Clubs, the Commissioner, the BOC, and each other MLB Entity.

41. PUBLIC RECORDS RETENTION

SFS shall comply with the requirements of Section 119.0701 of the Florida Statutes with respect to all services provided to County under this Agreement, including but not limited to the following:

1. Keep and maintain public records required by the County to perform the services.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 24 day of January, 2017, by Chris Dzadovsky as SLC Boce Chairman of St. Lucie County



[Signature]
Notary Public, State of Florida
My Commission Expires:
Personally known OR Produced
Identification _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 24 day of January, 2017, by Paul Taglieri, as Vice President of STERLING FACILITY SERVICES, L.L.C., a New York limited liability company.



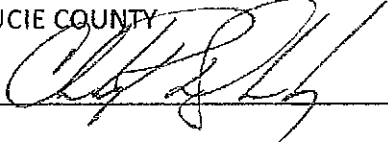
[Signature]
Notary Public, State of Florida
My Commission Expires:
Personally known OR Produced
Identification _____

TABLE OF EXHIBITS

<u>Exhibit A</u>	<u>Stadium and Related Training Facilities</u>
<u>Exhibit B</u>	<u>Description of Real Property on Which Sports Complex Resides</u>
<u>Exhibit C</u>	<u>County Contributions to Additional Improvements Fund</u>
<u>Exhibit D</u>	<u>Description of the New Improvements</u>
<u>Exhibit E</u>	<u>Architect's Contract Requirements</u>
<u>Exhibit F</u>	<u>Final Plans and Specifications</u>
<u>Exhibit G</u>	<u>Contractor's Contract Requirements</u>
<u>Exhibit H</u>	<u>New Improvement Schedule</u>
<u>Exhibit I</u>	<u>New Debt Service Schedule</u>
<u>Exhibit J</u>	<u>2011 Debt Service Schedule</u>
<u>Exhibit K</u>	<u>Club and County office facilities</u>
<u>Exhibit L</u>	<u>Maintenance Specifications</u>
<u>Exhibit M</u>	<u>County Advertisements</u>
<u>Exhibit N</u>	<u>Business Parking Area</u>
<u>Exhibit O</u>	<u>Process For Awarding Subcontracts</u>

EXHIBIT "A" ACKNOWLEDGED AND APPROVED:

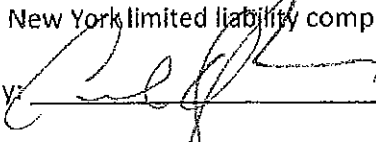
BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By:  _____

Print Name: Chris Dzadoovsky

Title: Chairman

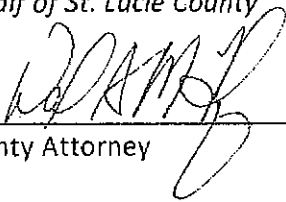
STERLING FACILITY SERVICES, LLC
a New York limited liability company

By:  _____

Print Name: Paul Taglieri

Title: Vice President

*Approved as to form and legal sufficiency on
Behalf of St. Lucie County*



County Attorney

EXHIBIT B

DESCRIPTION OF
REAL PROPERTY ON WHICH SPORTS COMPLEX RESIDES

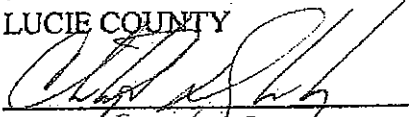
LEGAL DESCRIPTION OF STADIUM PARCEL PROVIDED BY COUNTY

A Parcel of land lying in sections 23 and 26, Township 36 South, Range 39 East, St. Lucie County, Florida, particularly described as follows (the "Land"):

Commence at the Northeast corner of Section 24, Township 36 South, Range 39 East; thence run North $89^{\circ}44'41''$ West along the North line of said Section 24 a distance of 5282.95 feet to the Northwest corner of said Section 24; thence run Southeasterly along the arc of a curve, concave to the Northeast, with radius of 1273.24 feet, and central angle of $31^{\circ}40'04''$, and chord bearing of South $15^{\circ}49'29''$ East a distance of 703.73 feet to a point of tangency; thence run South $31^{\circ}39'31''$ East a distance of 314.70 feet to a point of curvature; thence run Southeasterly along the arc of a curve, concave to the Southwest, with radius of 1096.22 feet and central angle of $28^{\circ}35'55''$ a distance of 547.17 feet to a point of tangency; thence run South $03^{\circ}03'36''$ East a distance of 292.82 feet; thence run South $86^{\circ}56'24''$ West a distance of 638.79 feet to a point of curvature; thence run Southwesterly, along the arc of a curve, concave to the Southeast, with radius of 2864.79 feet and central angle of $47^{\circ}43'22''$ a distance of 2386.14 feet; thence run South $50^{\circ}46'58''$ East a distance of 60.00 feet to the point of beginning; thence run South $50^{\circ}25'05''$ East a distance of 982.20 feet; thence run South $29^{\circ}08'31''$ East a distance of 1077.84 feet; thence run South $03^{\circ}20'05''$ East a distance of 1328.73 feet; thence run Westerly along the arc of a curve, concave to the Southwest with a radius of 3858.28 feet and Central angle of $17^{\circ}44'58''$ a distance of 1195.24 feet to a point of tangency; thence run South $81^{\circ}00'24''$ West a distance of 624.60 feet to a point of curvature; thence run Northwesterly along the arc of a curve, concave to the Northeast, with radius of 25.00 feet and Central angle of $90^{\circ}00'00''$ a distance of 39.27 feet to a point of tangency; thence run North $08^{\circ}59'36''$ West a distance of 770.72 feet to a point of curvature; thence run Northeasterly along the arc of a curve, concave to the Southeast, with radius of 2804.79 feet and central angle of $48^{\circ}12'38''$ a distance of 2360.04 feet to the point of beginning. Containing 100.00 acres.

EXHIBIT "B" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By: 
Print Name: Chris DeAdovsky
Title: Chairman

STERLING FACILITY SERVICES, L.L.C.

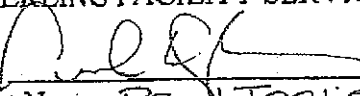
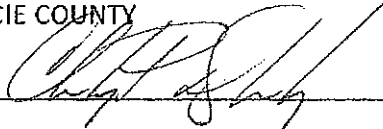
By: 
Print Name: Paul Taglieri
Title: Vice President

EXHIBIT C
County Contributions to Additional Improvements Fund

Year	Amount
1 through 4	\$0
5	\$1,000,000
6 and 7	\$200,000 each year
8 and 9	\$250,000 each year
10	\$1,000,000
11 through 14	\$300,000 each year
15	\$1,500,000
16 through 19	\$300,000
20	\$2,000,000
21 through 24	\$300,000 each year
25	\$0
Total	\$10,000,000

EXHIBIT "C" ACKNOWLEDGED AND APPROVED:

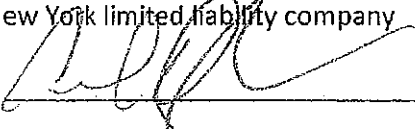
BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By:  _____

Print Name: Chris Dzadoovsky

Title: Chairman

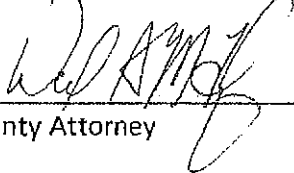
STERLING FACILITY SERVICES, LLC
a New York limited liability company

By:  _____

Print Name: Paul Taglieri

Title: Vice President

*Approved as to form and legal sufficiency on
Behalf of St. Lucie County*



County Attorney

EXHIBIT D

DESCRIPTION OF THE NEW IMPROVEMENTS

Training Facilities:

- New full-size practice field with artificial turf
- New specialty training fields
- Upgraded batting cages
- Upgraded Minor League clubhouse facilities

Stadium Renovation:

- Expanded Main Concourse with outfield walkway (360-degree connection)
- Expanded and upgraded vertical circulation
- New Main Concourse concession stands and restrooms
- Renovated Home and Visiting Team clubhouses
- Renovated support facilities including commissary, ticketing offices, and team store

Additional Upgrades:

- Renovated fan and player walkways throughout the Complex
- Improvements to landscaping, wayfinding signage, and graphics
- Mets player academy facilities consisting of dormitories, a cafeteria and an auditorium
- Additional playing fields for youth baseball and softball
- Upgrade elevator mechanical equipment as identified in the design phase
- Asphalt parking resurfacing/stripping
- Various roof replacement/repair as identified in the design phase
- Washer/Dryer replacement @ 5 each
- Safety railings for aisles
- Seat replacement for those seats needing replacement
- HVAC for existing facility and new expansion as determined in the design phase
- Ice machine and cooler replacements (all)

The New Improvements Budget shall be used to fund the New Improvements only and for no other purpose (except as provided herein). The New Improvements will also include other improvements to the Sports Complex that are mutually agreed upon by the parties.

EXHIBIT "D" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By: 

Print Name: Chris Deadorovsky

Title: Chairman

STERLING FACILITY SERVICES, L.L.C.

By: 

Print Name: Paul Taglieri

Title: Vice President

EXHIBIT E

ARCHITECT'S ADDITIONAL CONTRACT REQUIREMENTS

The Architect's Contract shall, *inter alia*, contain terms and conditions with generally the same substance as the following paragraphs:

Periodically during the construction process, at such times as reasonably determined by SFS and County, the Architect will observe the conduct of construction of the New Improvements and notify County and SFS in writing of observed deficiencies in the Work being performed and deemed completed (including deficiencies which preclude the Work being deemed completed), notify the County and SFS of any item not in strict accordance with the final plans, and otherwise create a punchlist of minor finishing and adjustment in any other items which the Contractor has not finally completed in strict accordance with the final plans. Failure to include an item on the punchlist will not diminish the responsibility of the Contractor to complete the work in accordance with the final plans.

The Architect will perform, and ensure its subconsultants perform, all services in accordance with the professional standard of care governing architects working on projects of the same scale and complexity, in the same geographic market, as the New Improvements.

The Architect will monitor and observe the construction of the Work in order to ensure that the Work is constructed in accordance with the final plans and on schedule. The Architect will, to the extent requested by SFS, conduct regular meetings with SFS and with the County or its designee and other appropriate parties to assist SFS in verifying that all Work is being performed according to the Final Plans and any authorized change orders. The Architect will prepare meeting minutes after such meeting and submit same to the County and SFS, regarding the status of construction, including any material variance from the Final Plans and/or schedule of which Architect is aware.

The Architect's Contract shall also require the Architect to procure a policy or policies of insurance that relate to the Work at least as favorable to SFS and the County as the following (subject to acceptable policy exclusions, conditions and terms such as aggregates and deductibles):

a) Commercial General Liability (CGL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of CGL coverage must be a total of \$5 million per occurrence/\$5 million annual aggregate.
- ii. The CGL shall not include any exclusion for liability resulting from operations performed by subcontractors, including, but not limited to,

exclusions for damage to work performed by subcontractors such as, or similar to, ISO Exclusion CG 22 94 or Exclusion 22 95.

- iii. Products and Completed Operations in the minimum amount of \$5,000,000.00.

b) Professional Liability (PL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of PL coverage must be \$5 million per claim/\$5million annual aggregate.

c) Automobile Liability (AL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of AL coverage must be \$5 million per accident.
- ii. Coverage shall include all owned, non-owned and hired autos used in connection with the Project.

d) Worker's Compensation/Employer's Liability (WC/EL)

- i. Coverage shall be no more restrictive than that provided by the standard Workers Compensation And Employers Liability Insurance Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Law, where appropriate, coverage is to be included for the Federal Employer's Liability Act, and any other applicable Federal or State law.
- ii. The minimum amount of coverage shall be:

Part One:	"Statutory"
Part Two:	\$500,000,000 Each Accident
	\$500,000 Disease - Each Employee
	\$500,000 Disease - Policy Limit

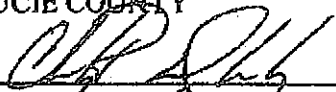
e) Notice of Cancellation (All Coverages) - 30 days

SFS shall negotiate a contract with the selected Architect with terms that are fair, competitive and reasonable, incorporating and addressing all applicable requirements of the Facilities Use Agreement and Exhibits, using a base contract form that generally accords with


AIA Document B101 Contract and A201 General Conditions (modified for Florida law, and deleting waivers of consequential damages if commercially reasonable).

EXHIBIT "E" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By: 
Print Name: Chris Dzadovsky
Title: Vice Chairman

STERLING FACILITY SERVICES, L.L.C.

By: 
Print Name: PAUL TAGLIERI
Title: Vice President

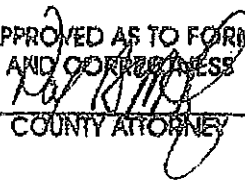
APPROVED AS TO FORM
AND CORRECTNESS

COUNTY ATTORNEY

EXHIBIT G

CONTRACTOR'S ADDITIONAL CONTRACT REQUIREMENTS

The Contract between SFS and the Contractor shall, *inter alia*, contain terms and conditions with generally the same substance as the following two paragraphs:

The Work will, as of the completion of same, be constructed and installed in a good and workmanlike manner, in material conformity with the final plans and specifications, and in accordance with applicable federal, state and local laws, ordinances and building and zoning codes and requirements of all public authorities. In addition, the Work will be constructed by and under the supervision and control of a Florida licensed general contractor; the Contractor shall achieve completion of the Work on or before the required completion date, subject to force majeure events, with a reasonable liquidated damages clause for inexcusable delays; and the Contractor will cause the Work to be completed for a cost that shall not exceed the fixed contract price, subject only to increases due to authorized change orders.

All warranties for the Work, including manufacturer and sub-trade warranties, shall jointly be issued to and for the benefit of, SFS and County. SFS will be entitled to enforce all warranties from all contractors and manufacturers on behalf of SFS to the extent such warranties are not fully in favor of the County. Without cost to SFS, the Contractor will repair, replace, restore or rebuild any work included in the Work to the extent that such Work contains defects in materials or workmanship or to which damage has occurred because of such defects.

The Contract between SFS and the Contractor shall also require the Contractor to procure a policy or policies of insurance that relate to the Work at least as favorable to SFS and the County as the following (subject to acceptable policy exclusions, conditions and terms such as aggregates and deductibles):

a) Commercial General Liability (CGL)

i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of CGL coverage must be a total of \$10 million per occurrence/\$10 million annual aggregate.

ii. The CGL shall not include any exclusion for liability resulting from operations performed by subcontractors, including, but not limited to, exclusions for damage to work performed by subcontractors such as, or similar to, ISO Exclusion CG 22 94 or Exclusion 22 95.

iii. Products and Completed Operations in the minimum amount of \$10,000,000.00.

iv. Required limits of coverage may be satisfied in conjunction with an excess policy

b) Professional Liability (PL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of PL coverage must be \$5 million per claim/\$5 million annual aggregate.
- ii. The PL requirement is mandatory for contracts where the delivery method is Construction Management at Risk, or where the Contract requires Preconstruction Services to be performed by Contractor; the PL requirement is discretionary if any other delivery method is employed.

c) Automobile Liability (AL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of AL coverage must be \$5 million per accident.
- ii. Coverage shall include all owned, non-owned and hired autos used in connection with the Project.

d) Worker's Compensation/Employer's Liability (WC/EL)

- i. Coverage shall be no more restrictive than that provided by the standard Workers Compensation And Employers Liability Insurance Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Law, where appropriate, coverage is to be included for the Federal Employer's Liability Act, and any other applicable Federal or State law.
- ii. The minimum amount of coverage shall be:

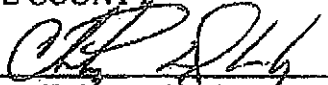
Part One:	"Statutory"
Part Two:	\$500,000,000 Each Accident
	\$500,000 Disease - Each Employee
	\$500,000 Disease - Policy Limit

e) Notice of Cancellation (All Coverages) – 30 Days

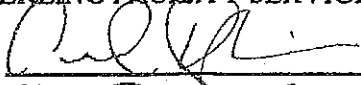
SFS shall negotiate a contract with the selected Contractor with terms that are fair, competitive and reasonable, incorporating and addressing all applicable requirements of the Facilities Use Agreement and Exhibits, using a base contract form with the AIA Document applicable to the chosen delivery method and basis of compensation, including the A201 General Conditions (modified for Florida law, and deleting waivers of consequential damages if commercially reasonable).

EXHIBIT "G" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By: 
Print Name: Chris Dzadovsky
Title: Vice Chairman

STERLING FACILITY SERVICES, L.L.C.

By: 
Print Name: Paul Taglieri
Title: Vice President


APPROVED AS TO FORM
AND CORRECTNESS

COUNTY ATTORNEY

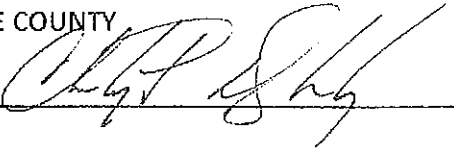
EXHIBIT J
2011 DEBT SERVICE SCHEDULE

<u>Period Ending</u>	<u>Series 2011B Debt Service (refinanced 2003C)</u>	<u>Series 2011A Debt Service (refinanced 2003)</u>	<u>Series 2011A Debt Service ("New Money")</u>	<u>Total Debt Service Payment</u>
5/1/2012	\$28,324.41	\$44,520.12	\$34,935.45	\$107,779.98
11/1/2012	\$119,163.00	\$267,979.25	\$209,802.75	\$596,945.00
5/1/2013	\$22,590.75	\$35,253.75	\$27,669.75	\$85,514.25
11/1/2013	\$127,590.75	\$275,253.75	\$217,669.75	\$620,514.25
5/1/2014	\$20,853.00	\$32,409.75	\$25,418.25	\$78,681.00
11/1/2014	\$130,853.00	\$277,409.75	\$220,418.25	\$628,681.00
5/1/2015	\$19,032.50	\$29,506.50	\$23,107.50	\$71,646.50
11/1/2015	\$129,032.50	\$279,506.50	\$223,107.50	\$631,646.50
5/1/2016	\$17,212.00	\$26,544.00	\$20,737.50	\$64,493.50
11/1/2016	\$132,212.00	\$281,544.00	\$220,737.50	\$634,493.50
5/1/2017	\$15,308.75	\$23,522.25	\$18,367.50	\$57,198.50
11/1/2017	\$135,308.75	\$288,522.25	\$223,967.50	\$647,198.50
5/1/2018	\$13,322.75	\$20,382.00	\$15,938.25	\$49,643.00
11/1/2018	\$138,322.75	\$290,382.00	\$225,938.25	\$654,643.00
5/1/2019	\$11,254.00	\$17,182.50	\$13,449.75	\$41,886.25
11/1/2019	\$141,254.00	\$292,182.50	\$228,449.75	\$661,886.25
5/1/2020	\$9,102.50	\$13,923.75	\$10,902.00	\$33,928.25
11/1/2020	\$139,102.50	\$298,923.75	\$230,902.00	\$668,928.25
5/1/2021	\$6,951.00	\$10,546.50	\$8,295.00	\$25,792.50
11/1/2021	\$141,951.00	\$300,546.50	\$233,295.00	\$675,792.50
5/1/2022	\$4,716.75	\$7,110.00	\$5,628.75	\$17,455.50
11/1/2022	\$144,716.75	\$302,110.00	\$240,628.75	\$687,455.50
5/1/2023	\$2,399.75	\$3,614.25	\$2,844.00	\$8,858.00
11/1/2023	\$147,399.75	\$308,614.25	\$242,844.00	\$698,858.00

The column above headed "Series 2011A Debt Service ("New Money")" intentionally shows the debt service payments for only \$2,515,000.00 of the principal of the Series 2011A Bond. The balance

EXHIBIT "J" ACKNOWLEDGED AND APPROVED:

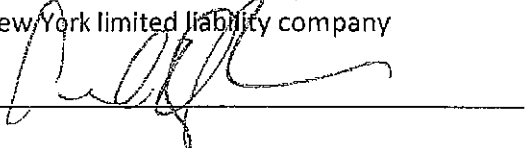
BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By: 

Print Name: Chris Dzadoovsky

Title: Chairman

STERLING FACILITY SERVICES, LLC
a New York limited liability company

By: 

Print Name: Paul Taglieri

Title: Vice President

*Approved as to form and legal sufficiency on
Behalf of St. Lucie County*

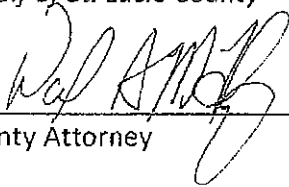

County Attorney

EXHIBIT "L"

**CLEANING SPECIFICATIONS
ADMINISTRATIVE OPERATIONS
EXTERIOR COMMON GROUNDS**

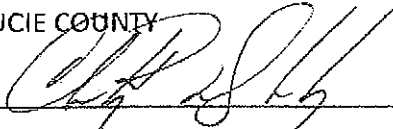
St. Lucie County Sports Complex

SEASON: Non-Game Day/Off-Season
INTENSITY: Ballpark Standard

Activity	Daily	Weekly	Monthly	Quarterly	Other
DAY SERVICES					
Police sidewalks and parking areas to insure there are no unsightly concerns.	✓				
Remove food and trash as necessary.	✓				
Clean spills and contamination as it occurs.	✓				
Sweep and remove abrasive materials off of concrete.	✓				
Remove any debris that may cause obstructions and/or safety concerns.	✓				
LANDSCAPING					
Collect and remove debris related materials on the sidewalk and plaza area	✓				
WASTE REMOVAL					
Empty and clean all waste receptacles and remove collected waste and place into designated areas.	✓				
Clean exterior and interior of trash cans.	✓				
No trash bags will be placed or dragged on any flooring. Janitorial personnel will utilize trash collection bins which must have waterproof liners to ensure that no spillage to floor occurs.	✓				
HIGH PROFILE ACCESS AREAS					
<i>Certain areas of St. Lucie County Sports Complex and related property will be considered high profile access areas. These areas are defined on attached site plan.</i>					
Cleaning of High Profile Access area will include those instructions set forth for general Exterior Cleaning with the following additional responsibilities.					✓
Clean all specialty brickwork, making to sure to remove any gum or foreign material from bricks' surfaces.					✓
Power wash all High Profile Access Area surfaces using high pressure, high intensity cleaning equipment, according to schedule approved by Management.					✓

EXHIBIT "L" ACKNOWLEDGED AND APPROVED:

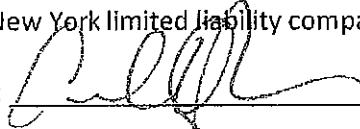
BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By:  _____

Print Name: Chris Dzadovsky

Title: Chairman

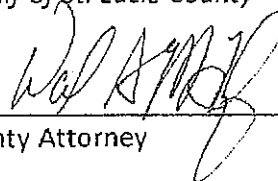
STERLING FACILITY SERVICES, LLC
a New York limited liability company

By:  _____

Print Name: Paul Taglieri

Title: Vice President

*Approved as to form and legal sufficiency on
Behalf of St. Lucie County*



County Attorney

EXHIBIT M
Advertising Services

New York Mets - Citi Field

- One full page ad in Mets Yearbook promoting Port St. Lucie Tourism
- One full page ad in six editions of Mets magazine promoting Port St. Lucie Tourism
- Two (2) signs promoting Port St. Lucie Tourism, each measuring approximately 48" x 72", located on the walls of the concourses on various levels at Citi Field
- The opportunity for the County to promote Port St. Lucie Tourism at one table on the field level concourse at Citi Field during each of three (3) mutually agreed upon Mets regular season games at Citi Field during each year of the Term. The manner, time, location and duration of each tabling opportunity shall be determined by the Mets. All materials distributed by the County shall be subject to the prior approval of the Mets.
- A total of two minutes and thirty seconds of advertising time promoting Port St. Lucie Tourism on the Citi Field closed-circuit television programming during each Mets regular season home game during the Term, which may include full screen static advertisements, L-wrap advertisements, :15 commercials or :30 commercials as mutually agreed upon by the parties. The County will produce its advertisements at its sole expense.
- Minimum of four advertisements promoting Spring Training on Mets digital media
- Dedicated page on Mets.com promoting Mets Spring Training
- Four weeks on digital highway marquee promoting Port St. Lucie Tourism
- Pre-game announcement promoting Port St. Lucie Tourism on Citi Vision during all Sunday home games during the Term
- iBeacon messaging promoting Port St. Lucie Tourism during three (3) Mets regular season games each season
- One live drop in promoting Port St. Lucie Tourism during each Spring Training radio broadcast during the Term

The right for the County to depict the name and "Skyline" logo of the Mets in print material and radio and television advertisements promoting Port St. Lucie Tourism, subject to the conditions set forth below.

(a) The County's rights are specifically limited to the Term and to the Mets Home Television Territory, as may be amended. The current Home Television Territory is shown on Exhibit A (see attached).

(b) Use of the Mets name and logo shall be subject to the prior written approval of the Mets in each instance, not to be unreasonably withheld, and to any rules, regulations, agreements, or guidelines of the MLB Entities, as may be amended.

(c) All materials containing the Mets name or logo must be submitted to the Mets for its prior written approval, not to be unreasonably withheld.

(d) The County shall indemnify, hold harmless and defend Sterling Mets, L.P. and its affiliates from and against any and all actions, claims, demands, liabilities, damages or expenses (including reasonable attorneys' fees) arising out of the County's use of the Mets name or logo.

(e) Nothing herein shall be construed to convey to the County any rights in the Mets trademarks, except as expressly granted herein.

ATTACHMENT 1

METS HOME TELEVISION TERRITORY

State of New York

State of Connecticut

State of New Jersey, except for the following counties:

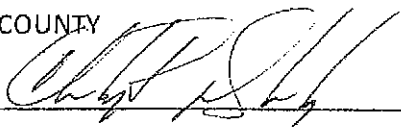
Atlantic	Gloucester
Burlington	Mercer
Camden	Salem
Cape May	Cumberland

The following counties in the State of Pennsylvania:

Carbon	Pike
Columbia	Schuylkill
Lackawanna	Snyder
Luzerne	Sullivan
Lycoming	Susquehanna
Montour	Union
Northumberland	Wayne
Monroe	Wyoming

EXHIBIT "M" ACKNOWLEDGED AND APPROVED:

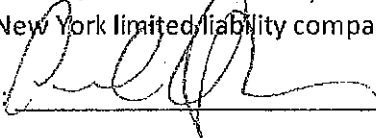
BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By:  _____

Print Name: Chris Dzadoovsky

Title: Chairman

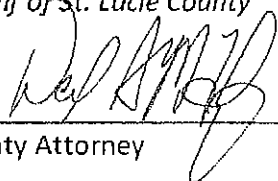
STERLING FACILITY SERVICES, LLC
a New York limited liability company

By:  _____

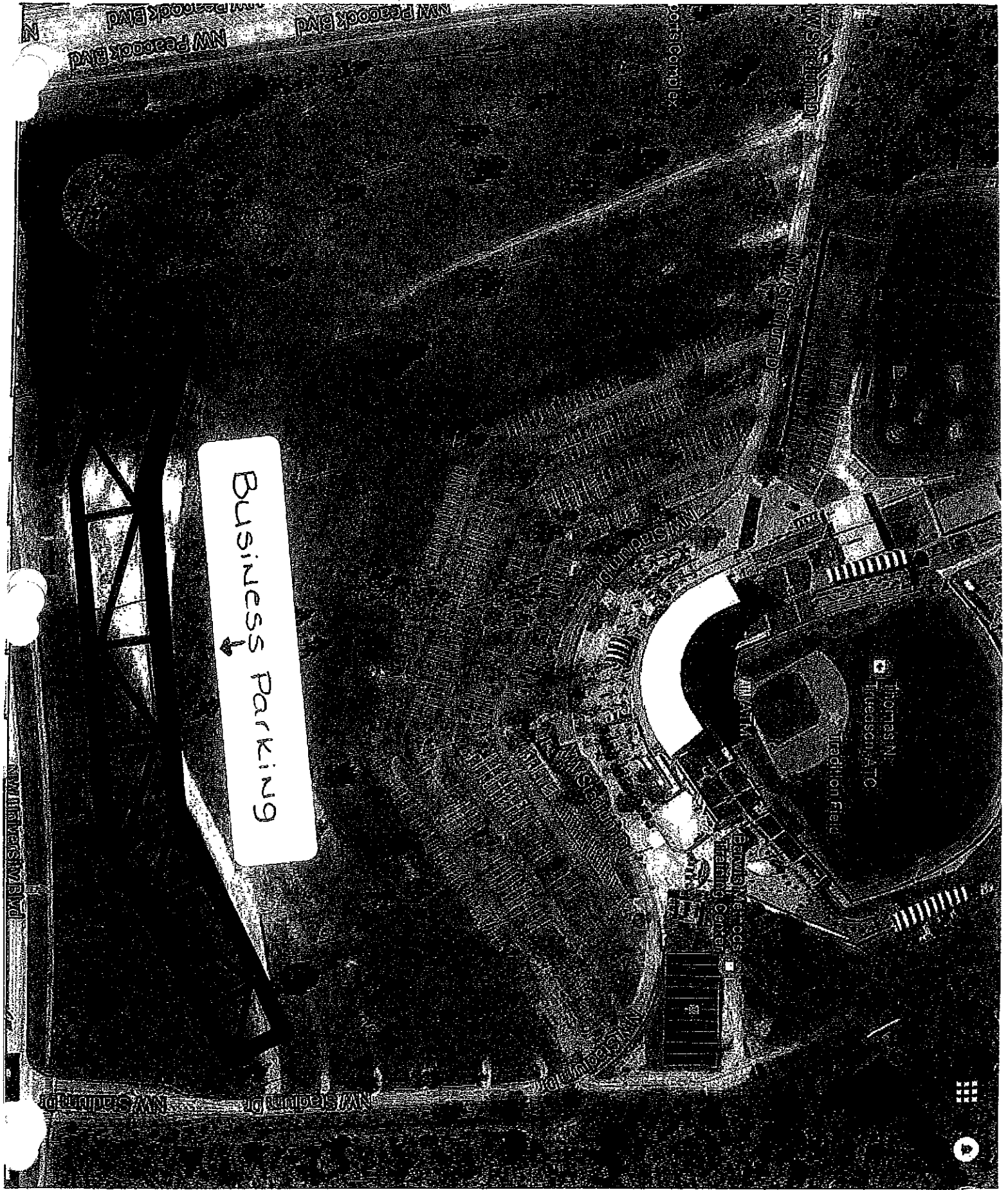
Print Name: Paul Taglieri

Title: Vice President

*Approved as to form and legal sufficiency on
Behalf of St. Lucie County*



County Attorney



Business Parking
↓

Thomas M. Iverson, ATO

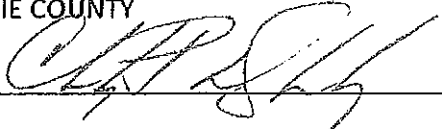
Tradition Field

Barry M. Ods
Training Center



EXHIBIT "N" ACKNOWLEDGED AND APPROVED:


BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By:  _____

Print Name: Chris Dzadovsky

Title: Chairman

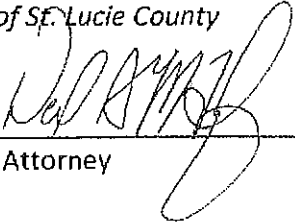
STERLING FACILITY SERVICES, LLC
a New York limited liability company

By:  _____

Print Name: Paul Taglieri

Title: Vice President

*Approved as to form and legal sufficiency on
Behalf of St. Lucie County*



County Attorney

Exhibit "O"
Procurement of Subcontracts

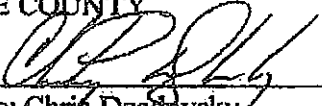
Following execution of this Facilities Use Agreement, County and FUA will cooperatively develop, seeking input from the Architect and Contractor selected per the terms hereof, a competitive and open procurement process for the procurement of all trade contractor work and supplies, which meets the following minimum requirements:

- SFS shall schedule and coordinate an advertised, public outreach meeting to brief the local and minority small business community on the project and opportunities. This outreach can be prior to or coordinated with the public advertisement and pre-submittal conference for the Contractor, and once selected the Contractor shall be required to schedule and coordinate a follow-up public outreach meeting. SFS and Contractor shall use good faith commercially reasonable efforts to foster local and minority business participation and specialty trade apprenticeship opportunities in accordance with the County's Apprenticeship Program (see attached) on the 2016 Improvements.
- Contractor shall establish a prequalification list or plan list of interested parties, so that these subcontractors and suppliers get early notice of all trade packages available for bid or proposal. Prequalification criteria and forms shall be subject to review and approval by SFS and County.
- Advertise for competitive bids or proposals on all trade packages exceeding \$500,000. Packaging of trade work shall be in a manner that fosters participation of local and small business and specialty trade apprenticeship opportunities. SFS and Contractor shall not unreasonably break up related trade package work in order to avoid the competitive procurement threshold.
- Lowest, qualified bidder is the presumptive basis for award unless a best-value approach is justified and approved by County. SFS will tabulate and level all bids for County consideration.
- SFS and Contractor will use good faith commercially reasonable efforts to obtain a minimum of 3 bids or cost proposals on all packages under the \$500,000 competitive procurement threshold. SFS and Contractor capped at direct or limited competition procurements at 5% of GMP.
- All subcontract awards exceeding \$300,000 shall comply with the County's Apprenticeship Program.
- All subcontract awards and contract terms shall be subject to review and approval by SFS, and any above the \$500,000 threshold, shall be subject to review and approval by County.


- SFS and Contractor shall involve and include County's Program Manager in all decisions and meetings regarding the packaging and procurement of all work, including according the Program Manager a reasonable opportunity to review and comment on all packages prepared for bid and all bid tabulation or bid leveling charts, before final award decisions are made.

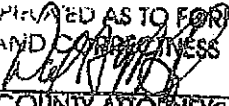
EXHIBIT "O" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By: 
Print Name: Chris Dzadovsky
Title: Vice Chairman

STERLING FACILITY SERVICES, L.L.C.

By: 
Print Name: Paul Taglieri
Title: Vice President

APPROVED AS TO FORM
AND CORRECTNESS

COUNTY ATTORNEY

Apprenticeship Program Requirements:

Contractors shall be required to comply with the County's Apprenticeship Program, as follows:

- A. On County-funded construction projects which exceed \$300,000, twenty percent (20%) of laborers working in a specialty for which there are apprentice programs registered with the County shall be apprentices. Such apprentices shall be students in certified State of Florida Pre-Apprenticeship/Apprenticeship Programs which are located in St. Lucie, Martin, Indian River or Okeechobee Counties and which are registered with the County.
- B. A County-registered apprenticeship program is one which has registered with the County and provided the required documentation, including but not limited to, proof of certification as an apprenticeship program with the State of Florida and proof of having educational facilities physically located in St. Lucie, Martin, Indian River or Okeechobee Counties.
- C. Unless the apprenticeship requirement is waived by the County, the failure of the Contractor to demonstrate compliance with this requirement shall result in the Contractor's bid being deemed nonresponsive.
- D. The apprentice requirement may be waived or modified with the recommendation of the County Administrator, and appeal to the Board of County Commissioners:
 1. Upon request of the contractor, if the contractor can demonstrate that the required apprentices are not available despite a good faith effort on the contractor's part; or
 2. Upon request of the contractor, if the contractor demonstrates that the available apprentices are not sufficient to meet the required 20% and the contractor commits to utilizing a specific percentage of apprentices who are available; or
 3. If the County determines it is in the best interest of the County to waive such requirement based on potential savings of money and time or grant requirements.
- E. The agreed upon percentage and type of apprentices will be included as a requirement of the construction contract. Failure to meet the terms of the apprenticeship requirements may result in the contractor being found in breach of the contract and subject to possible monetary sanctions.

**ADDENDUM TO AMENDED AND RESTATED ST. LUCIE SPORTS COMPLEX
FACILITIES USE AGREEMENT**

This Addendum is an addendum to the ST. LUCIE SPORTS COMPLEX FACILITIES USE AGREEMENT (as amended, the "Agreement"), which was entered into on November 15, 2016 between ST. LUCIE COUNTY, a political subdivision of the State of Florida (the "County") and STERLING FACILITY SERVICES, L.L.C., a New York limited liability company (the "Franchise") and was amended and restated on January 24, 2017. The purpose of this Addendum is to ensure that the Agreement at all relevant times continues to meet the requirements of section 288.11631, Florida Statutes.

WHEREAS, section 288.11631, Florida Statutes, is intended to provide a process for the retention of spring training baseball franchises within the State of Florida (the "State"). The Applicant and the Franchise acknowledge that the amount of State incentive funding provided by the State for the Facility is based on the continual use of the Facility by the Franchise for the duration of such incentive funding;

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

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

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

- I. **DEFINITIONS:** Except as otherwise set forth herein, the definitions set forth elsewhere in the Agreement shall not apply to this Addendum and the definitions

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

- A. **Major League Spring Training Home Games** shall mean, with respect to any Spring Training Season, those Spring Training games, as determined by Major League Baseball in its sole discretion, to be played by the Franchise's Major League Baseball Club as the home team at the Facility during such Spring Training Season.
- B. **Spring Training Season** shall mean the annual period during which Major League Baseball conducts Spring Training games in preparation for the Major League Baseball championship season generally running from February 1 through March 31 of each calendar year, but subject to change at the sole discretion of Major League Baseball.
- C. **Facility** shall mean the Applicant's professional sports facility for Spring Training of one or more Major League Baseball Clubs as well as minor league affiliates, including a stadium, team training facilities, practice fields, clubhouses, dedicated on-site parking areas, and other appurtenances and improvements, intended for use by the Franchise.
- D. **Applicant's Bonds** shall mean bonds or refunding bonds as described in section 288.11631(2)(a)(2), Florida Statutes.
- E. **Operative Agreements** shall mean the Agreement and this Addendum.
- F. **Franchise Spring Training Season** shall mean, with respect to any calendar year during the term of the Agreement, the use of the Facility by the Franchise's Major League Baseball Club for the full period of such calendar years' Spring Training Season.

II. TERMS AND CONDITIONS

- A. If the Franchise's Major League Baseball Club fails to play each and every one of its Major League Spring Training Home Games (each a "Missed Game") at the Facility during any Franchise Spring Training Season, and such Missed Games are not otherwise permitted or excused by this Addendum or approved in writing by both the Applicant and DEO, then, the Franchise shall reimburse the State a portion of the State's yearly distribution applicable to such Franchise Spring Training Season determined by multiplying the amount of such yearly distribution by the fraction obtained by dividing the number of Missed Games by the number of Major League Spring Training Home Games scheduled for such Franchise Spring Training Season. For example, if Applicant is scheduled to receive \$1,000,000 in a year, and the Franchise has 2 Missed Games in a Franchise Spring Training Season that is scheduled to have 16 Major League Spring Training Home Games, the Franchise would be required to repay \$125,000 to DEO, because $\$1,000,000 \times (2 / 16) = \$125,000$. However, if the Franchise has four or more Missed Games during any Franchise Spring Training Season, and such Missed Games are not otherwise permitted or excused by this Addendum or pre-approved in writing by the Applicant and DEO, then, at DEO's election, the Franchise shall be deemed to have relocated pursuant to section 288.11631(2)(a)2, Florida Statutes (a "Relocation"). A termination of the Agreement by either Applicant or by the Franchise does not excuse Franchise from reimbursing DEO as provided herein, due to the Franchise's Relocation. For the avoidance of doubt and for the sake of clarity, an international game, a game played during the Major League Baseball championship season, an exhibition game played in a Major League Baseball stadium or a game played against a college or university team shall not constitute a Major League Spring Training Home Game and therefore shall not constitute a Missed Game.
- B. **Repayment Obligation:** In the event of a Relocation the Franchise shall reimburse the State for the total amount of State distributions expected to be paid from the date of Relocation through the final maturity of the Applicant's Bonds,

pursuant to section 288.11631(2)(a)2, Florida Statutes, which reimbursement obligation (the "Addendum Reimbursement") is intended to satisfy, and shall not be duplicative of, the "State Reimbursement" as defined in Section 36 of the Agreement. The payment of the "Addendum Reimbursement" obligation is a partial remedy under terms of the Agreement in the event of a Relocation; provided that the payment of such reimbursement obligation by Franchise shall not release, reduce or otherwise modify any right or remedy available to County under terms of the Agreement in the event of a Relocation. Franchise acknowledges and agrees that nothing in this Addendum shall in any way, directly or indirectly, imply or impose upon County any intention, duty or obligation to mitigate damages in the event of a Relocation as the agreed upon remedies available to County in the event of a Relocation are provided in Section 18 of the Agreement, it being agreed that said matters have been fully considered and adequately addressed in the Agreement.

- C. **Force Majeure:** Notwithstanding the foregoing, the Franchise shall not be deemed to have a Missed Game to the extent its failure to play a Major League Spring Training Home Game at the Facility was due to an Event of Force Majeure (as defined below); provided, however, that the parties must make reasonable good faith efforts to mitigate the Event of Force Majeure. For the purpose of this Addendum, "Event of Force Majeure" shall mean and include any act of God, accident, fire, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, except in the case of a rule, order or act by Applicant, or the international equivalent thereof), failure of technical facilities, severe inclement weather or any other cause of any nature whatsoever beyond the control of the parties (including a strike, lockout, or other labor dispute involving Major League Baseball and Major League Baseball players) which was not avoidable in the exercise of reasonable care and foresight. If an Event of Force Majeure causes the Franchise's Major League Baseball Club to fail to play at least fifty percent of a Franchise Spring Training Season at the Facility, the

parties agree that the Agreement shall be automatically extended beyond the Term (as defined in the Agreement) for one additional Franchise Spring Training Season.

- D. **MLB Requirements:** If Major League Baseball causes the Franchise's Major League Baseball Club to play less than fifty percent of a Franchise Spring Training Season at the Facility, the parties agree that the Agreement shall be automatically extended beyond the Term of the Agreement for one additional Full Spring Training Season.
- E. **Third Party Beneficiary:** The State, by and through DEO and DEO's successors and assigns, is an intended third party beneficiary of this Addendum. The State and DEO shall have standing in any action at law or in equity relating to, and/or to seek and/or compel performance of, the obligations imposed by, this Addendum. DEO shall have the right to enforce any reimbursement obligations owed to the State as the same are set forth herein or in law. This Addendum shall in no way limit any rights or remedies that the State or DEO may have under law.
- F. **Order of Priority:** In the event of a conflict between the terms of this Addendum and terms of the Agreement relating specifically to a right, obligation or remedy benefiting DEO which arises from section 288.11631, Florida Statutes or this Addendum, the terms of this Addendum shall take precedence and shall control over any other terms of the Agreement, including any terms added to, amended in, or removed from the Agreement after the effective date of this Addendum; provided that this provision shall not be interpreted so as to release or modify any obligation, right or remedy provided in the Agreement which is in addition to those provided to DEO or the State under section 288.11631, Florida Statutes or this Addendum. This Addendum may not be modified or amended, either directly or indirectly, without the prior written consent of the parties and the Executive Director of DEO. If any modification or amendment is made to either the Agreement or this Addendum without DEO's prior written consent, and such modification or amendment has any adverse effect on the rights of DEO under

this Addendum, such portion of that modification or amendment that has an adverse effect shall be void ab initio, and ineffective.

G. **Recitals Incorporated:** The foregoing recitals are incorporated herein and made a part hereof by this reference.

H. **Duplicate Terms:** Because this is an Addendum prepared without reference to the Agreement itself, it may duplicate some existing terms of the Agreement. Such duplication or restatement of terms shall be construed as intentional.

The remainder of this page is intentionally blank.

WITNESSES:

STERLING FACILITY SERVICES, L.L.C.,
a New York limited liability company

Carol A Bishop
PRINT NAME: CAROL A. BISHOP

Susan Bellamy
PRINT NAME: Susan Bellamy

By: 

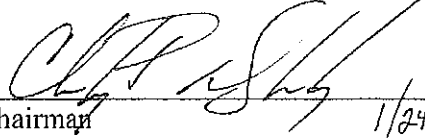
Name: Paul Taglieri

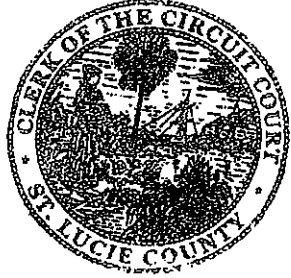
Title: Vice President

ATTEST:

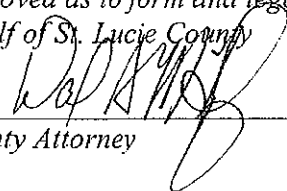
**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

By: 
Deputy Clerk

By:  1/24/17
Chairman
St. Lucie County
Board of County Commissioners



*Approved as to form and legal sufficiency on
behalf of St. Lucie County*


County Attorney



ITEM NO. (ID # 5356)

DATE: 07/10/2018

AGENDA REQUEST

*REGULAR AGENDA\COUNTY ATTORNEY

TO: Board of County Commissioners

PRESENTED BY: Daniel S. McIntyre, County Attorney

SUBMITTED BY: County Attorney

SUBJECT: First Amendment to Amended and Restated Facilities Use Agreement between the SFS (N.Y. Mets) and St. Lucie County; Stadium Renovation Plans by Ewing Cole (Architecture)

BACKGROUND:

The County entered into an agreement with the New York Mets in June, 1986 to train and play major league spring training games in St. Lucie County. The first spring training game was played in March, 1988. The term of its original agreement was 15 years. In 2003 the parties entered into a new agreement that extended the term through 2018. In 2011 the term was extended further through 2023.

On November 15, 2016 the Board approved a new Facilities Use Agreement with the Mets that extended the term through 2042, which also included terms for the renovation and improvement of the Tradition Field Sports Complex. The Board's approval of the Agreement was subject to the approval by the State of Florida of funding for the stadium renovations in the amount of \$20,000,000.00 over a period of 20 years. Shortly after the Board's approval of the Agreement, County staff submitted an application to the State of Florida Department of Economic Opportunity (DEO).

On December 20, 2016, DEO sent the County Administrator a letter with enclosures (copy attached) requesting certain information and requesting that the County adopt and sign an Addendum similar to the Addendum approved by the Tampa Sports Authority, Hillsborough County and the New York Yankees which was attached to the December 20 letter. On January 10, 2017 the Board approved a draft Addendum to the November 15, 2016 Facilities Use Agreement which is similar to the New York Yankees Addendum.

On January 24, 2017, the Board approved an Amended and Restated Facilities Use Agreement with SFS. This Agreement incorporated changes requested by DEO and Major League Baseball as well as changes negotiated with SFS. Shortly thereafter, on March 17, 2017 the DEO certified the Sports Complex Project. The parties subsequently executed a Spring Training Program Agreement on March 28, 2017.

On June 29, 2017, the County issued non-ad valorem bonds to establish the \$55,000,000.00 project fund. At that time, the project funds were deposited into an interest bearing account. A separate fund has

been established to account for the project funds and the interest earned on the project funds. As of July 6, 2018, \$3,974,490.26 has been spent on pre-construction costs and \$732,523.36 in interest has been earned leaving a balance of \$51,758,033.10.

On September 5, 2017, following a competitive procurement process, the Board approved SFS' agreement with Ewing Cole, Inc. to provide architectural services for the Project. On January 9, 2018, the Board approved a contract amendment with Ewing Cole, Inc. The Board also approved an award of the Construction Manager at Risk Services to Barton Malow Company on November 7, 2017.

Subsequent Events:

Subsequent to the approval of their contract, Ewing Cole prepared conceptual and design plans for the Project. Unfortunately, the independent cost estimates (by Barton Malow and HPM) for the design prepared by Ewing Cole exceed the amount budgeted for the Project. The County was first made aware of the problem in March of this year.

During the past several months, the County and SFS have been working in good faith to resolve the issues so that the Project can proceed within the established budget. Those discussions have resulted in the attached First Amendment to the Amended and Restated Facilities Use Agreement. A summary of the draft First Amendment follows:

- The following improvements will be included in the Project and cannot be dropped from the Program without the County's consent:
 - a. 360 ° Concourse (reduced per party discussions)
 - b. New 2 stop elevator
 - c. New entry and Vomitory
- The County will use up to \$1.2M from bond interest to pay for additional work designated by the County, as follows: safety railings for aisles, existing elevator renovation, upgrade staff maintenance building and finish county office space and new seating, including any related drawings, CM fees or other fees associated with those items, and other items identified in the CIP. The County will control the budget or pay any overage in its discretion. SFS will direct Barton Malow to perform this work. To the extent the County intends to do work on its own (as opposed to adding work to the project) the work will be performed in accordance with a mutually agreed upon schedule to ensure that all work being conducted at the building can be done in the most efficient manner.
- The County will use up to \$1M in bond interest for the relocation/construction of the softball fields. To the extent there is less than \$1M of interest, the County may reduce its Year 5 improvement fund payment to SFS to make up the difference. The County will begin repayment of the amount taken from the SFS additional improvement fund on March 1 of Year 6 with annual payments of \$100,000.00 into the fund each March 1 until the full amount taken is replaced. By way of example, if only \$800,000.00 of interest remains for the softball fields, the County will reduce its Year 5 additional improvement fund payment to SFS by \$200,000.00 and would pay such amount back to the SFS fund with additional \$100,000.00 fund payments on March 1 in each

of Years 6 and 7. All bond interest funds in excess of the amount used by the County as set forth in #2 and #3 (i.e., up to \$2.2M) shall be added to the project budget.

County staff is proposing to relocate the softball fields based on input from Rick Hatcher of the Treasure Coast Sports Commission. According to Mr. Hatcher to be successful in attracting elite softball teams, a complex must have at least 4 fields with direct parking access. Due to existing site limitations, the St. Lucie County Sports Complex cannot accommodate these needs. If the Board determines to support the proposed relocation, County staff intends to investigate alternate locations and identify partners to proceed with the softball complex.

- The County will be able to spend budgeted capital repair funds (i.e. \$200,000.00 per year) on capital repair items designated by the County. Expenditure of capital repair funds provided by SFS (i.e. \$75,000.00 per year) require approval by SFS and the County.
- There will be periodic account and true-up of interest accruals and expenditures.
- The County will review for approval plans submitted by Ewing Cole as of June 1, 2018 with the understanding that further revisions to the plans will be needed for some improvements referenced in the draft Addendum and to address comments made by HPM. Those additional plans will be subject to final review and approval by the Board.

PREVIOUS ACTION:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

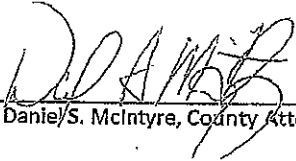
Staff recommends that the Board:

- Approve the First Amendment to the Amended and Restated Facilities Use Agreement subject to final review and approval by the County Attorney.
- Approve the plans submitted by Ewing Cole as of June 1, 2018, including all addenda, with the understanding that further revisions to the plans will be needed for some of the improvements referenced in the draft First Amendment and to address comments made by HPM. Those additional plans will be subject to final review and approval by the Board.

COMMISSION ACTION:

RESULT: APPROVED [UNANIMOUS]
MOVER: Chris Dzadovsky, District No. 1
SECONDER: Linda Bartz, District No. 3, Vice-Chair
AYES: Hutchinson, Bartz, Dzadovsky, Bonna, Townsend

Coordination/Signatures



Daniel S. McIntyre, County Attorney

7/7/2018



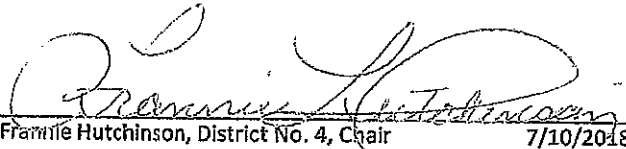
Jeffrey Bremer, Deputy County Administrator

7/8/2018



Jeffrey Bremer, Deputy County Administrator

7/9/2018



Franife Hutchinson, District No. 4, Chair

7/10/2018

**FIRST AMENDMENT TO
ST. LUCIE SPORTS COMPLEX
AMENDED AND RESTATED FACILITIES USE AGREEMENT**

THIS AMENDMENT ("Amendment"), made and entered into in triplicate as of July 10, 2018, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida ("County"), and **STERLING FACILITY SERVICES, L.L.C.**, a New York limited liability company ("SFS").

WITNESSETH:

WHEREAS, the County and SFS entered into an Amended and Restated Facilities Use Agreement for the St. Lucie County Sports Complex as of January 24, 2017 (as amended, the "FUA"); and

WHEREAS, the parties desire to enter into an amendment to the FUA on the terms herein contained.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, **IT IS AGREED AS FOLLOWS:**

1. AMENDMENT OF SECTION 4(B) OF THE FUA

The FUA is hereby amended by deleting Section 4(B) thereof and replacing it with the following:

"B. The County shall establish an account in the name of the County, designated as the "Capital Repairs Fund" for Capital Repair Work during the Term. The County shall contribute \$200,000.00 to the Capital Repairs Fund on March 1 during each year of the Term (the "County Capital Contributions") and SFS shall pay the County \$75,000 on March 1 during each year of the Term (the "SFS Capital Contributions"), which amount the County shall deposit into the Capital Repairs Fund. The County Capital Contributions may be used by the County for Capital Repair Work designated by the County during the Term. The SFS Capital Contributions may be used for mutually agreed upon Capital Repair Work during the Term. The provisions of this Section 4.B shall not be construed in any way to limit the County's obligation to perform all Capital Repair Work except to the extent any such Capital Repair Work is part of the work performed under Section 10."

2. AMENDMENT OF SECTION 10(A) OF THE FUA

The FUA is hereby amended by deleting the second sentence of the second paragraph of Section 10(A) thereof and replacing it with the following:

"SFS shall have the right, upon notice to, and consultation with, the County, to reduce the scope of the New Improvements and make other modifications that SFS reasonably determines are required in order to keep the project from going over the New Improvements Budget, provided that (i) if SFS determines that it does not wish to reduce the scope of the project and the project goes over the New Improvements Budget as a result, SFS shall be solely responsible for the overage and (ii) SFS shall not, without the prior written consent of

the County, remove the two-stop elevator, the 360 degree concourse (reduced in size as agreed upon by the parties and reflected in the attached schematic "Outfield Concourse Option C") or the new Stadium entryway and vomitory from the scope of the New Improvements as reflected in the Final Plans approved by the County."

3. AMENDMENT OF SECTION 10(C)(9)(f) OF THE FUA

The FUA is hereby amended by adding the following sentence to the end of Section 10(C)(9)(f):

"SFS shall comply with, and shall cooperate with the County in its efforts to comply with, the audit requirements set forth in the Spring Training Program Agreement between St. Lucie County and the State of Florida, Department of Economic Opportunity and attached hereto as Exhibit "P"."

4. AMENDMENT OF SECTION 10(C) OF THE FUA

The FUA is hereby amended by adding the following as Section 10(C)(10) thereof:

"10. Notwithstanding the requirements of Section 10(c)8 of the FUA, the parties anticipate that the New Improvement Bonds will accrue interest (the "Bond Interest") prior to expending the entirety of the New Improvements Budget. The County and SFS shall confer periodically while the New Improvements are being built to determine the amount of Bond Interest available. The Bond Interest shall be allocated as follows: (i) the first \$1,200,000 of Bond Interest shall be used by the County to pay for the following items designated by the County: replacement of Minor League facility roof, safety railings for aisles, existing elevator renovation, new Stadium seats, upgrade of County staff maintenance building, and finishing of County office space ("Designated County Improvements"), including any related drawings, CM fees or other fees associated with the Designated County Improvements, (ii) the next \$1,000,000 of interest shall be used by the County pay costs associated with the County's project to build softball fields (the "County Fields") in a location determined by the County (but not at the Sports Complex), and (iii) all Bond Interest, if any, in excess of (i) and (ii) shall be added to the New Improvements Budget. The County shall be responsible for all costs and expenses related to the Designated County Improvements, and the County may reduce the scope of the Designated County Improvements to stay within budget or pay any overage in its sole discretion. For the purpose of clarity, (i) the replacement of the Minor League facility roof, upgrade of County staff maintenance building, finishing of County office space, safety railing for aisles and existing elevator renovations will be paid for by the County as set forth in this paragraph but the work will be included in the Construction Contract and (ii) the remaining Designated County Improvements will be performed by the County or third-party contractors selected by the County. The County shall coordinate with SFS to ensure that all work on the Designated County Improvements does not interfere with work on the New Improvements. To the extent there is less than \$1,000,000 of Bond Interest available to the County for the County Fields, the County may reduce its Year 5 Additional Improvements Fund payment to SFS by the amount by which (a) \$1,000,000 exceeds (b) the amount of Bond Interest available to the County for the County Fields. The County will begin repayment of such amount to SFS on March 1 of Year 6 with annual payments of \$100,000 into the Additional Improvements Fund each March 1 until the full amount used by the County for the County Fields is repaid. By way of example, if only \$800,000 of Bond Interest is available for the County Fields, the County will reduce its Year 5 Additional Improvements Fund payment to SFS by \$200,000 and will pay such amounts back to the Additional Improvements Fund with additional \$100,000 payments on March 1 in each of Years 6 and 7."

5. Except as amended herein, the remaining terms and conditions of the FUA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first set forth above, as follows:

ATTEST:

Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

BY: _____
Chair

Date signed: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
County Attorney

WITNESSES:

STERLING FACILITY SERVICES, L.L.C.
a New York limited liability company

BY: _____

Name: _____

Title: _____

Date signed: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____ 2018, by _____, as _____ of the St. Lucie County Board of County Commissioners.

Identification

Notary Public, State of Florida
My Commission Expires:
Personally known _____ OR Produced

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____ 2018 by _____, as _____ of STERLING FACILITY SERVICES, L.L.C., a New York limited liability company.

Identification

Notary Public, State of Florida
My Commission Expires:
Personally known _____ OR Produced

EXHIBIT P

Florida Department of Economic Opportunity Audit Provisions

EXHIBIT "Q" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

STERLING FACILITY SERVICES, L.L.C.

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

**SECOND AMENDMENT TO
ST. LUCIE SPORTS COMPLEX
AND RESTATED FACILITIES USE AGREEMENT**

THIS AMENDMENT ("Amendment"), made and entered into in triplicate as of February 19, 2019, by and between ST. LUCIE COUNTY, a political subdivision of the State of Florida ("County"), and STERLING FACILITY SERVICES, L.L.C., a New York limited liability company ("SFS").

WITNESSETH:

WHEREAS, the County and SFS entered into an Amended and Restated Facilities Use Agreement for the St. Lucie County Sports Complex (the "Project") as of January 24, 2017 (as amended, the "FUA"); and

WHEREAS, the parties desire to increase the overall New Improvements Budget;

WHEREAS, the parties desire to implement a process for seeking tax savings on large material purchases for this public Project in accordance with Section 212.08(6) of the Florida Statutes and Rule 12A-1.094 of the Florida Administrative Code; and

WHEREAS, the parties desire to enter into an amendment to the FUA to add the terms herein contained.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, IT IS AGREED AS FOLLOWS:

1. AMENDMENT OF SECTION 10(A) OF THE FUA

The FUA is hereby amended by adding the following language to the end of Section 10(A):

"In the event the New Improvements Budget exceeds \$55,000,000.00, SFS shall contribute up to an additional \$2,000,000.00 to the New Improvements Budget to cover any such excess, which sum shall be used and applied to the New Improvements as set forth in the FUA and any amendments thereto. The obligation to provide the additional funds is the sole responsibility of SFS and this Amendment shall not create or alter any obligation of the County with respect to the New Improvements Budget. Nothing stated in this Paragraph shall alter or limit SFS' obligation, as set forth in the second paragraph of this Section 10(A), to bear all costs of overage beyond the additional \$2,000,000.00 in the event the New Improvements Budget is exceeded."

2. AMENDMENT OF SECTION 4 OF THE FIRST AMENDMENT TO THE FUA

The First Amendment to the FUA is hereby amended by deleting the following language found in Subsection (ii):

"The next \$1,000,000 of interest shall be used by the County [to] pay costs associated with the County's project to build softball fields (the "County Fields") in a location determined by the County (but not at the Sports Complex)"

And replacing such language with the following:

"The next \$1,000,000 of interest shall be used by the County to pay costs for any County improvements, renovations or modifications related to the Sports Complex, which in County's sole discretion, are necessary, with the remainder of any such funds allocated to the softball fields project at a location determined by County."

3. ADDITION OF SECTION 42 TO THE FUA

The FUA is hereby amended by adding the following Section 42 titled Owner Direct Purchasing Agreement:

"For qualifying material purchases in excess of \$50,000.00, the County may elect to implement an Owner Direct Purchase in accordance with Section 212.08(6) of the Florida Statutes at the request of SFS. It is the sole discretion and responsibility of SFS, in connection with the Construction Manager building the Project, to recommend and request the use of Owner Direct Purchasing on qualifying purchases. The County has no obligation or responsibility to determine if qualifying purchases exist or to recommend the use of Owner Direct Purchasing to incur tax savings. Furthermore, the County may deny a request for failure to conform to the requirements of this Section of the FUA or if the County determines in its reasonable discretion that an Owner Direct Purchase would not comply with Section 212.08(6) of the Florida Statutes. If any purchase made pursuant to this Agreement incurs a tax penalty, then the liability shall be distributed as follows:

a. Any and all sales tax liability incurred as result of SFS' failure to comply with the material terms and requirements of the FUA, as amended, shall be paid from the New Improvements Budget. However, to the extent any such liability exceeds the Budget, the unpaid amount shall be paid by SFS.

b. Any and all sales tax liability incurred as a result of the process set forth herein being rejected for failure to meet the requirements of the law shall be paid from the New Improvements Budget in accordance with Section 10 of this FUA.

For purposes of this FUA, a "qualifying material purchase" means any purchase of materials for use at the project that: (1) meets the requirements of Section 212.08(6) of the Florida Statutes; (2) meets in all respects the material specifications set forth in the Contract Documents and Approved Submittals; and (3) is in excess of \$50,000.00.

For qualifying material purchases identified by SFS, the following procedures shall apply:

c. SFS shall complete, in full, the Vendor Requisition Form attached hereto as Exhibit "Q," and submit the Vendor Requisition Form to the County for approval along with a certification that SFS has reviewed Section 212.08(6) of the Florida Statutes and determined the requested purchase to be a qualifying material purchase. The County shall designate, in writing, a purchasing officer for this Project, which shall be the designated recipient of any Vendor Requisition Forms.

d. Within a reasonable time, but no later than two weeks after receipt of the request, the County shall review the Vendor Requisition Form and either approve or deny the request. The County will promptly inform SFS of its decision with

respect to the request. If the County approves the request, it shall submit a Purchase Order, along with a copy of its Florida Consumer's Certificate of Exemption and Certificate of Entitlement, to the vendor. If the County denies the request, no further action will be taken and SFS may proceed with the purchase as a non-Owner Direct Purchase.

e. All shipments made under the Owner Direct Purchasing program shall designate the goods to be free on board to the jobsite.

f. Upon delivery of materials purchased pursuant to this Section of the FUA, SFS or its designee, acting for and on behalf of the County, shall ensure that the delivery complies with the terms of the Purchase Order submitted to the vendor by the County. This obligation shall include, but not be limited to, ensuring timely delivery, conformance of the material to the Purchase Order in quality, quantity, and all other respects, and ensuring that the materials are in a good and usable condition for the intended purpose.

g. If any material or product fails to be delivered or is not of the quantity or quality requested or otherwise fails to meet the requirements of the Purchase Order, SFS or its designee, acting for and on behalf of the County, shall work directly with the vendor to correct the faulty shipment. SFS is responsible for ensuring that all Owner Direct Purchases made pursuant to the FUA meet the standards set forth in the Purchase Order signed and submitted by the County.

h. If, after reviewing the Purchase Order and the shipment, SFS determines that the shipment is complete and proper, it shall sign the proof of delivery on behalf of the County and direct the vendor to invoice the County directly.

i. Upon submission of an invoice to the County for payment, SFS shall place all materials purchased pursuant to this Agreement into a protected storage area within the materials storage yard until such time as the material has been, or is being, incorporated in the project. SFS shall be responsible for ensuring the security of all County purchased materials from the time of acceptance through the time of incorporation.

j. Once receipt of the shipment has been confirmed, the County shall be invoiced directly and shall pay the invoice from the New Improvements Budget in accordance with Section 10 of this FUA.

k. The County shall take title to, and assume all risk of loss for or damage to, the goods at the point of delivery from the vendor. The County will insure against all loss of or damage to materials or products purchased using Owner Direct Purchasing. Nothing in this paragraph shall act to abrogate, alter, modify, or otherwise change the terms of Section 13 of the FUA or applicable laws regarding liability with respect to any materials purchased for, used in, or incorporated into the Project.

l. The procedures set forth herein shall apply to and be the only procedures governing Owner Direct Purchases on this Project.

4. All tax savings generated through the use of Owner Direct Purchases shall be accounted for as a

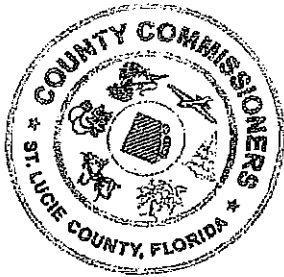
credit in the New Improvements Budget and used exclusively to implement the New Improvements as defined and agreed to in the FUA.

5. Except as amended herein, the remaining terms and conditions of the FUA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first set forth above, as follows:

ATTEST:

B. Williams
Deputy



BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: M. K. Carter
Chair

Date signed: 2/19/19

APPROVED AS TO FORM
CORRECTNESS:

BY: [Signature]
County Attorney

WITNESSES:

STERLING FACILITY SERVICES, L.L.C.
a New York limited liability company

BY: [Signature]

Name: Paul Teicher
Title: Vice President

Date signed: 2/22/19

STATE OF FLORIDA
COUNTY OF ST. LUCIE


The foregoing instrument was acknowledged before me this _____ day of _____ 2019, by _____, as _____ of the St. Lucie County Board of County Commissioners.

Notary Public, State of Florida
My Commission Expires:
Personally known _____ OR Produced

Identification

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 22 day of FEBRUARY 2019 by Paul T. J. [unclear], as Vice President of STERLING FACILITY SERVICES, L.L.C., a New York limited liability company.


Notary Public, State of Florida
My Commission Expires: Aug 6, 2019
Personally known _____ OR Produced

Identification



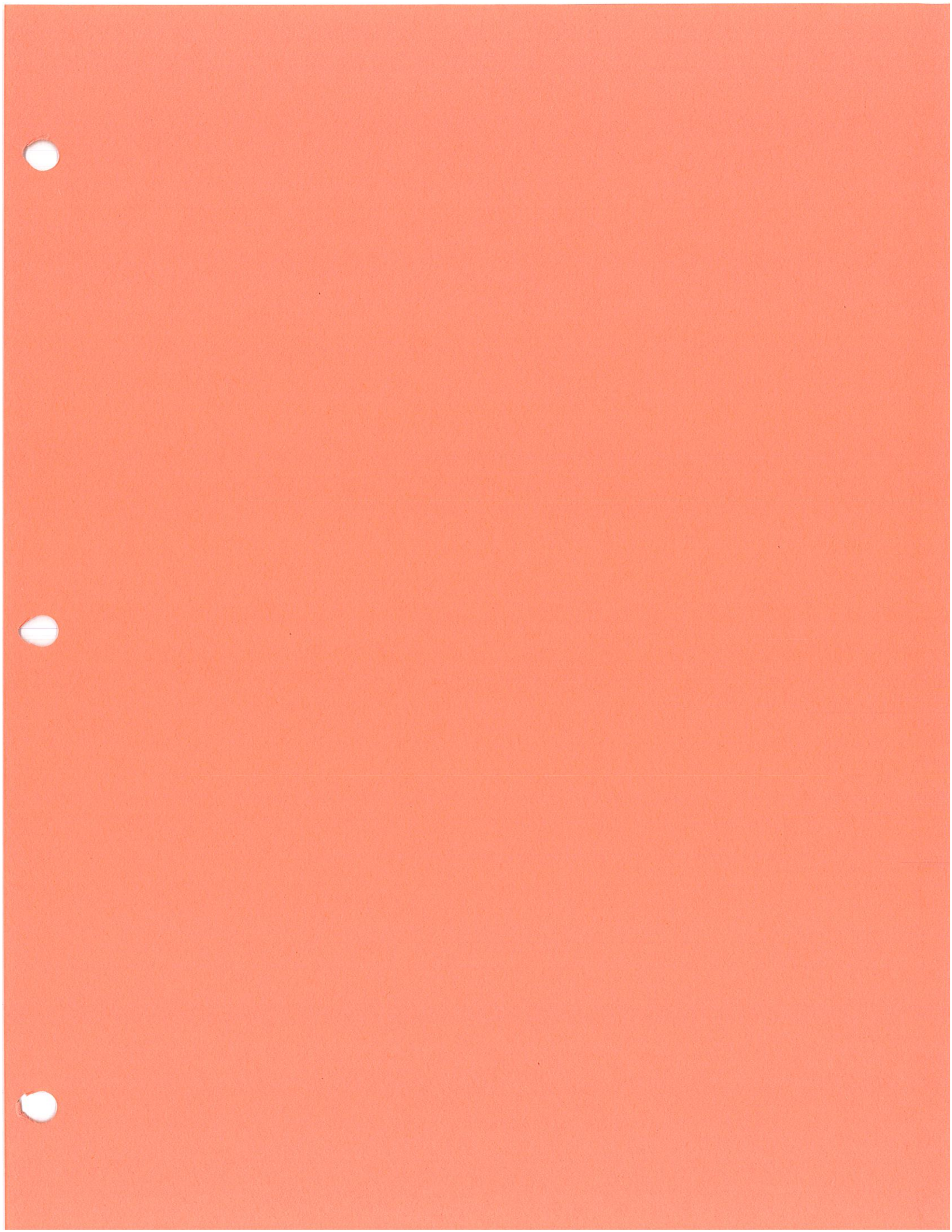
Vendor Requisition Form

Date: _____	REQ# _____
Project Name: _____	Ship To Address: _____
SLC Project #: _____	Address: _____
Contractor: _____	Contractor Tel: () _____
Contr. Project #: _____	Contact Person: _____
Address: _____	Delivery Date: _____
Address: _____	Fax Number: () _____
Subcontractor: _____	Subcontr. Tel: () _____
Subcontr. Project #: _____	Contact Person: _____
Address: _____	Delivery Date: _____
Address: _____	Fax Number: () _____
Vendor/Supplier _____	Vendor Tel: () _____
Project #: _____	Contact Person: _____
Address: _____	Delivery Date: _____
Address: _____	Fax Number: () _____
Special Instructions: _____	

ITEM#	DESCRIPTION	QUANTITY	UNIT AMOUNT	TOTAL AMOUNT
				\$
				\$
				\$
				\$
Please submit quote from Vendor/ Supplier with Vendor Requisition Form (VRF)			SubTotal	\$
			Sales Tax _____%	\$
			Sales Tax _____%	
			Total:	\$

Important Note: It is imperative in the interest of prompt payment that all original invoices are sent directly to St Lucie County Board of County Commissioners, Attn: (Project Manager Name, 2300 Virginia Avenue, Fort Pierce, FL 34982. All invoices must reference the Project Name, Number and St Lucie County BOCC Purchase Order Number.

Contractor Name: _____	Contractor
Verified & Approved by: _____	SLC Project Manager
Approved by: _____	



**Board of County
Commissioners**

August 4, 2020

Cathy Townsend
DISTRICT 5
Chair

Subject: Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

Chris Dzadovsky
DISTRICT 1
Vice-Chair

Item #3: A cost benefit analysis of the New York Mets Spring Training economic impact on the community of St. Lucie County. In addition to, concise summary of the direct economic benefit to the region. This report reflects current data specific to the area.

Sean Mitchell
DISTRICT 2

- To demonstrate this impact, the following information has been compiled to capture the specific economic impact of Spring Training in Port St. Lucie. The methodologies provided are derived from the Major League Baseball Florida Spring Training Economic Impact Study Report published in June of 2009 by the Florida Sports Foundation and the Bonn Marketing Research Group, Inc. During, the 2020 New York Mets Spring Training season in Port St. Lucie, there were **10** games played. The total attendance was **57,054**, and the total economic impact is estimated to be **\$54,771,940.00**.

Linda Bartz
DISTRICT 3

Frannie Hutchinson
DISTRICT 4

Administration

Howard Tipton
COUNTY
ADMINISTRATOR

Dan McIntyre
COUNTY ATTORNEY

2020 Economic Impact of the New York Mets Spring Training in Port St. Lucie, FL

Utilizing the data and methodology in the “2009 Major League Baseball Florida Spring Training Economic Impact Study Report”, June 2009 by the Florida Sports Foundation and the Bonn Marketing Research Group, Inc., the following represents the estimated Economic Impact to St. Lucie County just resulting from Direct Spending associated with the New York Mets Spring Training. Please note this does not include the impact to labor income and employment in St. Lucie County as result of Spring Training.

The attendees, for this purpose, are separated into five category types:

- **Out-of-State-Primary Purpose:** This indicates a visiting party from outside of Florida that came to the area expressly for the New York Mets Spring Training.
- **Out-of-State-Other Purpose:** This indicates a visiting party from outside of Florida that came to the area for another purpose, but attended Spring Training activities.
- **Non-County-Primary Purpose:** This indicates attendance from another County in Florida that visited expressly for Mets Spring Training.
- **Non-County-Other Purpose:** This indicates attendance to St. Lucie County for another purpose, but included Spring Training activities.
- **Local:** These include all St. Lucie County residents.

Total attendance for the New York Mets Spring Training was **57,054**.

The results are as follows:

Approximately 23.12% are Out-of-State Primary Purpose	13,191
Number of Out-of State Parties (Average party size = 3 people)	4,397
Cumulative number of nights stayed (Average stay is 7.53 nights)	33,109
Average expense for out-of-area expenses (\$371.28 per party) per day *	\$12,292,709.52
Approximately 24.94% are Out-of-State Other Purpose	14,229
Number of Out-of State Parties (Average party size = 3.08 people)	4,743
Cumulative number of nights stayed (Average stay is 9.66 nights)	45,817
Average expense for out-of-area expenses (\$395.43 per party) per day *	\$18,117,416.31
Approximately 24.22% are Non-County Primary Purpose	13,818
Number of Non-County Parties (Average party size = 2.81 people)	4,917
Cumulative number of nights stayed (Average stay is .39 nights)	1,918
Average expense for out-of-area expenses (\$171.72 per party) per day *	\$329,358.96

Approximately 3.55% are Non-County Other Purpose	2,025
Number of Non-County Parties (Average party size = 2.68 people)	756
Cumulative number of nights stayed (Average stay is 3.36 nights)	2,540
Average expense for out-of-area expenses (\$314.00 per party) per day *	\$797,560.00
Approximate Number of Local Attendees	13,693
Estimated Direct Expenditures of Local Residents associated with Attendance (\$50) *	\$684,650.00
Estimated Total Direct Expenses by Attendees *Total	\$32,221,694.79

Using the total direct expenses above, the indirect and induced effect was estimated using the multiplier provided in the above reference report to estimate a total economic impact resulting from Direct Expenses. Indirect effect indicates the secondary impact caused by changing input of needs of directly affected industries, and Induced effect is caused by the changes in household spending due to additional employment generated by direct and indirect spending.

	Direct Spending	Indirect and Induced Spending	Total Economic Impact	Multiplier
Out-of-State Primary Purpose	\$12,292,709.52	\$8,604,896.48	\$20,897,606.00	1.7
Out-of-State Other Purpose	\$18,117,416.31	\$12,682,191.69	\$30,799,608.00	1.7
Non-County Primary Purpose	\$329,358.96	\$240,432.04	\$569,791.00	1.73
Non-County Other Purpose	\$797,560.00	\$550,316.00	\$1,347,876.00	1.69
Local Attendees	\$684,650.00	\$472,409.00	\$1,157,059.00	1.69
Total:	\$32,221,694.79	\$22,550,245.21	\$54,771,940.00	

The total Economic Impact Direct Spending is estimated to be **\$54,771,940.00** as a result the **2020** New York Mets Spring Training.

**Board of County
Commissioners**

Cathy Townsend
DISTRICT 5
Chair

Chris Dzadovsky
DISTRICT 1
Vice-Chair

Sean Mitchell
DISTRICT 2

Linda Bartz
DISTRICT 3

Frannie Hutchinson
DISTRICT 4

Administration

Howard Tipton
COUNTY
ADMINISTRATOR

Dan McIntyre
COUNTY ATTORNEY

August 4, 2020

Subject: For those reporting periods which encompasses the Development Period, a list of all Contracts with an estimated cost greater than \$250,000 executed in furtherance of this agreement.

Item #4: Barton Malow - Renovation and Construction of the St. Lucie County Sports Complex in Port St. Lucie. Ewing Cole, Engineer and Architect.

AIA Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:
(Name and address or location)

Renovation and Construction of the
St. Lucie County Sports Complex
in Port St. Lucie, FL

THE OWNER:
(Name, legal status and address)

Sterling Facility Services, LLC
523 NW Peacock Blvd
Port St. Lucie, FL 34986

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Barton Malow Company
5337 Millenia Lakes Blvd
Orlando, FL 32839

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Forty Eight Million One Hundred Forty Eight Thousand and Sixty Four Dollars (\$48,148,064), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

Refer to Attachment A – St. Lucie Sports Complex Modernization Guaranteed Maximum Price Deliverable dated February 8, 2019

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.
(Paragraphs deleted)

Refer to Attachment A – St. Lucie Sports Complex Modernization Guaranteed Maximum Price Deliverable dated February 8, 2019, Section 1-6

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Int.

Item Price (\$0.00)
 Refer to Attachment A - St. Lucie Sports
 Complex Modernization Guaranteed
 Maximum Price Deliverable dated
 February 8, 2019, Section 1-5

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Refer to Attachment B - St. Lucie Sports Complex Modernization Guaranteed Maximum Price Deliverable
 Clarifications and Assumptions dated February 15, 2019 (7 pages).

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the
 Contract:

Refer to Exhibit 1 dated February 22, 2019 to the GMP Amendment incorporating certain Contingency and Owner
 Direct Purchase provisions.

Refer to Exhibit A for Second Amendment to the Amended and Restated Facilities Use Agreement for the St. Lucie
 County Sports Complex as noted in above-referenced Exhibit 1.

Refer to Exhibit Q Vendor Requisition Form as noted in above referenced Exhibit 1.

Document	Title	Date	Pages
N/A			

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
 (Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Refer to Attachment A - St. Lucie Sports Complex Modernization Guaranteed Maximum Price Deliverable dated
 February 8, 2019, Section 1-2

Section	Title	Date	Pages
---------	-------	------	-------

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
 (Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Refer to Attachment A - St. Lucie Sports Complex Modernization Guaranteed Maximum Price Deliverable dated
 February 8, 2019, Section 1-2

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
 (List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Refer to Attachment A - St. Lucie Sports Complex Modernization Guaranteed Maximum Price Deliverable dated
 February 8, 2019, Section 1-3 for Schedule

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

March 17, 2020, with certain spaces Available for 2020 Spring Training on February 10, 2020 as depicted in
 Attachment A - St. Lucie Sports Complex Modernization Guaranteed Maximum Price Deliverable dated February 8,
 2019, Section 1-3 for Schedule

Init.

PT-2019

Paul Taglieri
OWNER (Signature)

Paul Taglieri, Vice President
(Printed name and title)

John A. Moser
CONSTRUCTION MANAGER (Signature)

Len A. Moser, Vice President
(Printed name and title)

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

By: Linda Bartz
Linda Bartz, Clerk

2/19/19

ATTEST:

[Signature]
DEPUTY CLERK

APPROVED AS TO FORM
AND CORRECTNESS

[Signature]
COUNTY ATTORNEY



Init.

PT 1 2/19/19

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User Notice:

Additions and Deletions Report for AIA® Document A133™ – 2009 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:45:32 ET on 02/22/2019.

PAGE 1

Renovation and Construction of the
St. Lucie County Sports Complex
in Port St. Lucie, FL

...

Sterling Facility Services, LLC
523 NW Peacock Blvd
Port St. Lucie, FL 34936

...

Barton Malow Company
5317 Millenia Lakes Blvd
Orlando, FL 32839

...

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§A1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Forty Eight Million One Hundred Forty Eight Thousand and Sixty Four Dollars (\$ 48,148,064), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Refer to Attachment A – St. Lucie Sports Complex Modernization Guaranteed Maximum Price Deliverable dated February 8, 2019

...

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Refer to Attachment A – St. Lucie Sports Complex Modernization Guaranteed Maximum Price Deliverable dated February 8, 2019, Section 1-6

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User Notes:

(1488913808)

PAGE 2

Refer to Attachment A – St. Lucie Sports Complex Modernization Guaranteed Maximum Price Deliverable dated February 8, 2019, Section 1-5

Refer to Attachment B – St. Lucie Sports Complex Modernization Guaranteed Maximum Price Deliverable Clarifications and Assumptions dated February 15, 2019 (7 pages)

Refer to Exhibit I dated February 22, 2019 to the GMP Amendment incorporating certain Contingency and Owner Direct Purchase provisions

Refer to Exhibit A for Second Amendment to the Amended and Restated Facilities Use Agreement for the St. Lucie County Sports Complex as noted in above referenced Exhibit I

Refer to Exhibit O Vendor Requisition Form as noted in above referenced Exhibit I

N/A

Refer to Attachment A – St. Lucie Sports Complex Modernization Guaranteed Maximum Price Deliverable dated February 8, 2019, Section 1-2

Refer to Attachment A – St. Lucie Sports Complex Modernization Guaranteed Maximum Price Deliverable dated February 8, 2019, Section 1-2

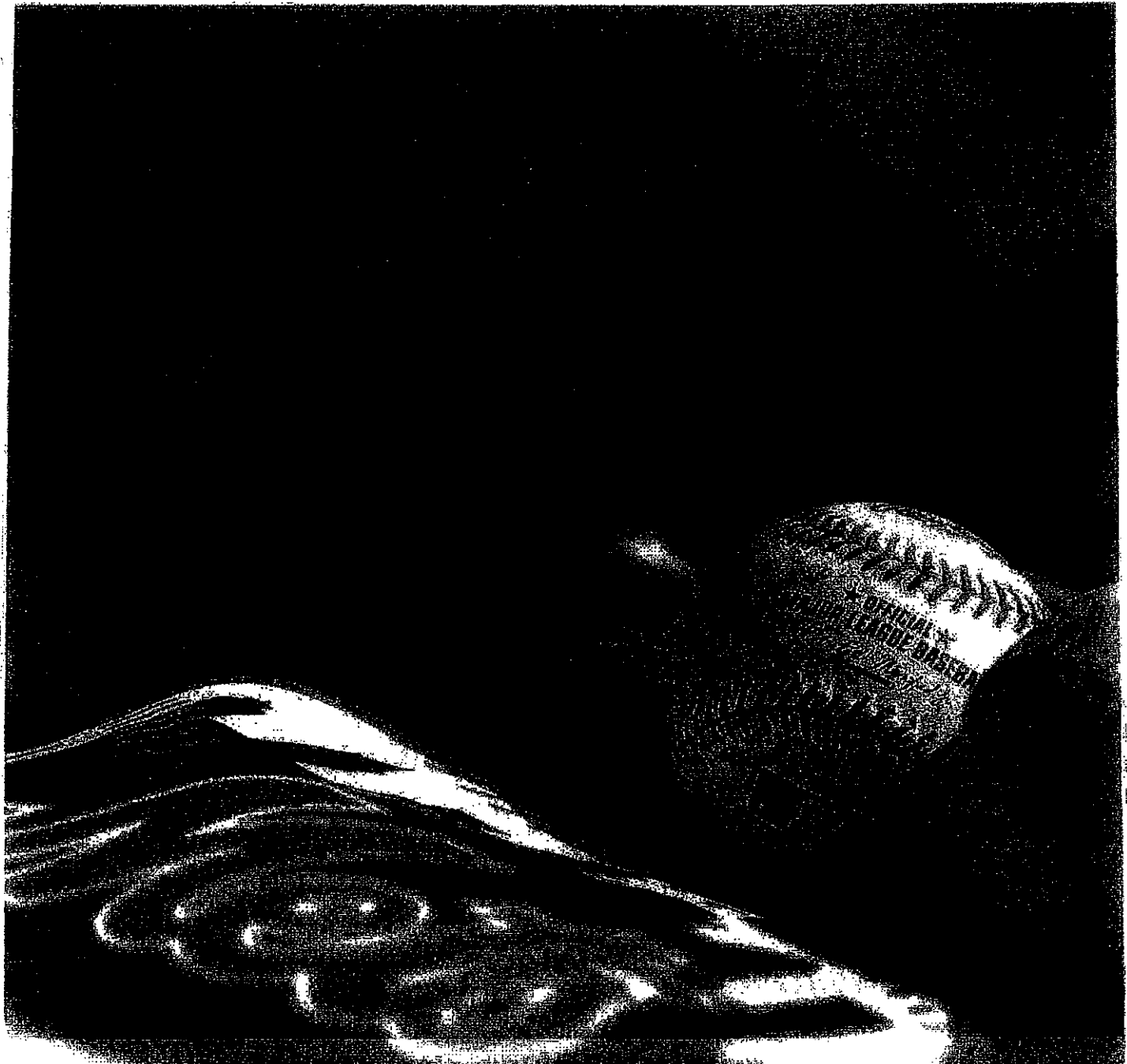
Refer to Attachment A – St. Lucie Sports Complex Modernization Guaranteed Maximum Price Deliverable dated February 8, 2019, Section 1-3 for Schedule

March 17, 2020, with certain spaces Available for 2020 Spring Training on February 10, 2020 as depicted in Attachment A – St. Lucie Sports Complex Modernization Guaranteed Maximum Price Deliverable dated February 8, 2019, Section 1-3 for Schedule

PAGE 3

Paul Taglieri, Vice President

Len A. Moser, Vice President



Barton Malow

St. Eugene High School
Sports Complex Modernization

Guaranteed Quality and On-Time Delivery
BartonMalow.com

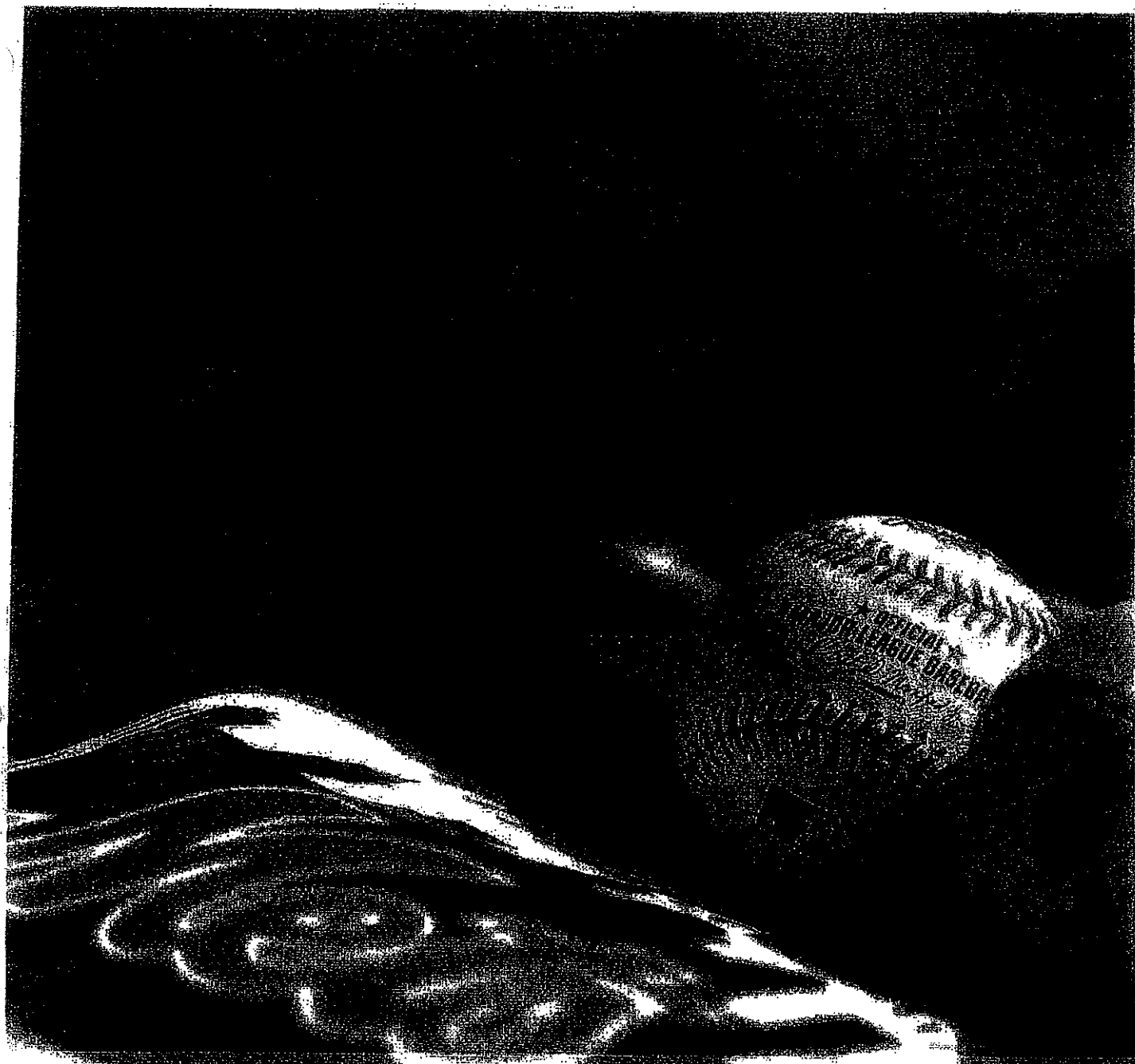


**St Lucie County Sports Complex Modernization
Port St Lucie, FL
Guaranteed Maximum Price (GMP) Deliverable
REV 3
February 8, 2019**

Table of Contents

Refer to Attachment B for REV 4 dated February 15, 2019 for revised Clarifications & Assumptions

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Allowances	1-5
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Estimate Detail	1-7
Cost Control Log	1-8



Barton

Malow

St. Louis County
Sports Complex Modernization

Ch. Williams and Organization

**St Lucie County Sports Complex Modernization
Port St Lucie, FL
Guaranteed Maximum Price (GMP) Deliverable
REV 3
February 8, 2019**



Clarifications and Assumptions

1.0 Drawings and Specifications - GMP Deliverable is based on design documents prepared by Design Team of EwingCole and EDC. For a complete listing, see Document List as a part of GMP Deliverable package.

GMP Deliverable assumes no responsibility for any drawings, animations or renderings previously prepared or provided. Pricing includes scope of work indicated on the documents outlined in document list only and does not assume any intent for other elements which may have been a part of any past renderings.

GMP Deliverable assumes Design Team has considered and allowed for proper access for installation and modifications to mechanical, electrical, plumbing, and fire protection systems shown. Removal or reconfiguration of structure or other systems to allow installation of new materials has not been anticipated unless specifically indicated on the Drawings.

2.0 Bonds - 100% performance and payment bond for Construction Manager (CM) is included.

3.0 Insurances - We have excluded the cost associated with providing a Builders Risk policy. Should we be required to provide a Builders Risk policy for the project an add will be provided at a future date. Deductibles and sub-limits carried under the Builder's Risk policy shall not be borne by Construction Manager, except to the extent the Construction Manager or a party for whom it is responsible, negligently causes such loss.

4.0 Contingency - GMP Deliverable excludes all cost associated with Owner and Design Contingencies. Construction Contingency does not provide for A/E errors and omissions and/or Owner requested changes during construction. Contingency is not to cover any overages of allowances, unforeseen conditions, hidden conditions, etc. Contingency is to be utilized to cover scope gap related to items that are shown on the plans but not necessarily part of the subcontractors scope package, as well as other Cost of the Work and General Conditions items.

5.0 Sales Tax - GMP Deliverable includes sales tax.

6.0 Allowances - Allowances identified in GMP Deliverable shall cover total cost of materials, labor, and equipment. CM mark-ups and fees are not included in the allowance values. For a complete listing of Allowances see the attached Allowances List.

7.0 Major Exclusions - The following items are not included in GMP Deliverable:

8.0 General

- 1 Financing costs
- 2 Furniture, furnishings, soft goods and equipment. Loose stadium seating including tables, chairs, stools and player benches
- 3 Land acquisition costs
- 4 Threshold Inspection Services
- 5 Property and boundary surveying
- 6 Soils and subsurface investigation expenses
- 7 Environmental fees
- 8 Land, tree or wetland mitigation
- 9 Decorator items
- 10 Homeland security equipment, backbone and related devices
- 11 Specialty consultants
- 12 Design work, except as required for design-build work that is part of the Construction Manager's scope of work, if any.
- 13 Noise permits
- 14 Utility meters and meter deposits
- 15 Utility tap and connection fees
- 16 Hazardous materials surveying and removal, including but not limited to Asbestos and lead
- 17 Property taxes

St. Lucie County Sports Complex Modernization
Port St. Lucie, FL
Guaranteed Maximum Price (GMP) Deliverable
REV 3
February 8, 2019



Clarifications and Assumptions

- 18 All work associated with the MLB Clubhouse
- 19 Utility company fees
- 20 Third party commissioning
- 21 Temporary power and water costs to get utilities to the main site.
- 22 LEED documentation
- 23 FM Global requirements not specifically included in Specifications
- 24 Televisions, menu boards and mounts
- 25 Trash receptacles inside Stadium
- 26 Magnometers at gate access points
- 27 Demucking
- 28 Wildlife Removal
- 29 Bringing up to code areas outside of the required construction areas
- 30 Stadium and MLB Clubhouse PA System
- 31 Security surveillance equipment is excluded
- 32 All work associated with the Groundskeeper Maintenance Building
- 33 Warranty and/or guarantee on existing equipment, roof, structures, and utilities

8.0 Cost Control Log (CCL) - Refer to CCL included in GMP Amendment dated February 8, 2019. Owner, Architect and CM to work together to validate CCL items and associated Target Costs through established Value Engineering Proposal (VEP) process to bring CCL items to closure within 90 days. Upon completion of VEP process, an add or deduct GMP adjustment shall be made to reconcile the CCL items and associated costs that are approved by Owner. The following items on the CCL are allowances. Monies under the allowance value will be returned to Owner via GMP Amendment and monies over the allowance, BMC will be entitled to a GMP Amendment including markups.

- CCL Item W1 - Provide concrete deck ILO composite deck and sleepers (\$190,895)
- CCL Item E2 - Alternate Light Fixture Package, Target \$700K Savings At Stadium Only (\$65,000)
- CCL Item V8 - Reduce the cost for the entry canopy to a total remaining budget of \$75,000 (\$109,000)
- CCL Item V19 - Place back (2) Oak Trees removed through site demolition \$20,000
- CCL Item Z8 - Provide open area at RF concession to a portable cart location under the roof (\$396,850)
- CCL Item Z9 - Owner Direct Purchase Tax Savings (\$150,000)

9.0 Personnel Rates - Not Applicable.

10.0 Unit Prices - Not Applicable

11.0 Potential Time and Price-Impacted Materials - If CM is delayed at any time in commencement or progress of the Work due to a delay in delivery of, or unavailability of, a Potential Time and Price-Impacted Material, beyond control of and without fault of CM, its Subcontractors and Material Suppliers, CM shall be entitled to an equitable extension of Contract Time and an equitable adjustment of GMP amount. Owner and CM shall undertake reasonable steps to mitigate effect of such delays. Notwithstanding any other provision to the contrary, CM shall not be liable to Owner for any expenses, losses or damages arising from a delay in the delivery of a Potential Time and Price-Impacted Material item not the fault of CM, its Subcontractors and Material Suppliers.

12.0 Construction Schedule

- 1 GMP approval has to be provided by Sterling Facility Services, LLC on February 19, 2019. GMP Amendment is required by February 20, 2019 to meet Substantial Completion dates.
- 2 Full Building Permits are required by March 1, 2018, for Stadium to meet Substantial Completion dates.

St. Lucie County Sports Complex Modernization
Port St. Lucie, FL
Guaranteed Maximum Price (GMP) Deliverable
REV 3
February 8, 2019



Clarifications and Assumptions

- 3 Reference the phasing plans and sketch showing the 2020 Spring Training availability. The 60 day punchlist activity begins once 2020 Spring Training is completed.
- 4 Regarding Inspections, Owner and CM agree that the ability of CM to deliver the Work on or before the Date(s) of Substantial Completion is dependent upon availability and timeliness of Inspections by City of Port St. Lucie and authorities having Jurisdiction over the Work. Notwithstanding anything herein to the contrary, delays to the Critical Path Schedule of the Work, which are caused in whole or part by the City of Port St. Lucie and/or Authorities Having Jurisdiction over the Work entitle CM to Claim an extension of Contract Time and an increase in Guaranteed Maximum Price, as provided by and pursuant to the Contract Documents.
- 5 The current project schedule assumes that the City of Port St. Lucie building department will work with the project team to issue temporary certificate of occupancy as areas are ready for turnover. The GMP does not include any fees if additional permits are required for selective turnover areas.
- 6 Work schedule during 2019 and 2020 Spring Training. On game days, work will cease two hours prior to game and non game days will be a normal work schedule.

13.0 Clarifications – The following clarifications are outlined to coincide with GMP Deliverable.

Div 1 - General

- 1 GMP Deliverable is based on all work being performed on standard shift time. Overtime and/or shift premiums are not included in the estimate.
- 2 Any specialty water intrusion, wind tunnel, sound, caulking, or other tests for fixed window lights or other exterior skin elements
- 3 GMP Deliverable is based on a (1) year warranty of the work after acceptance or turnover to the Owner (unless exceeded by requirements identified in the specifications).
- 4 GMP Deliverable is based on allowing parking on site for all trade contractors. Trade contractors are responsible for providing their own transportation to construction site.
- 5 Relocation of existing power, water, sewer, gas, telcom, cable, and fiber optic lines at the existing site are assumed to be provided by the Owner.
- 6 Temporary ticket office and team store is the responsibility of the Owner.

Div 2 - Sitework

- 1 Existing site soil materials have been assumed to be suitable for the building foundation support and sub-grade materials for all paved and Hardscape areas. Soil improvements or removal of deleterious soils has not been anticipated.
- 2 Work to construct offsite roadway improvements, utilities, or signalization required by the city, county, or state have not been included.
- 3 We have not included the removal of any underground fuel tanks, propane tanks, or fuel piping if applicable.
- 4 Cleaning and TV inspection of the existing storm drainage systems is not included. Testing, repair, or acceptance of any existing utility systems has not been included.

St Lucie County Sports Complex Modernization
Port St Lucie, FL
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Clarifications and Assumptions

- 5 Relocation of the existing gas lines, power, telecom, cable, and fiber optics lines has not been included and is assumed to be provided by the Owner. Existing lift station work is excluded.
- 6 Costs to bring power, water, sewer, communications, broadband, and cable utility services to the site are to be by the Owner.
- 7 Work to provide entry roadways or any other offsite roads and paving are not included.
- 8 Site concrete walkways are assumed to have normal scoring for crack control, and have not been priced to have a complex architectural scoring pattern.
- 9 57 Stone – 4" thick – gravel fill below the concourse is included.
- 10 Relocation of gas meter is excluded.
- 11 Relocation of existing irrigation pump house is excluded.
- 12 Four field access gates are excluded.

Div 3 - Concrete

- 1 On-site existing soils are assumed to be acceptable sub-grade for slab-on-grade and foundation construction. Special granular or drainage fill materials under slab on grade are not included in the estimate.
- 2 Exposed concrete elements are assumed to have a standard formed concrete finish with minor removal of fins and form marks. We have not anticipated architectural concrete finishes in any areas.
- 3 Precast stair nosing are excluded.
- 4 We do not have included any patching, caulking or general repairs to existing precast seating bowl elements.
- 5 Precast fabricator and installer are not PCI certified per 034100 spec section.

Div 4 - Masonry

- 1 Not used.

Div 5 - Metals

- 1 Fabrication labels and steel rolling labels shall not be required to be removed from the completed structure.
- 2 Stair nosing for interior or exterior stairs and steps have not been included.
- 3 Support steel for graphic scrim is not included.
- 4 Fall arrest support steel is not included.
- 5 Steel support for signage is not included.

Div 6 - Wood & Plastics

- 1 Cabinet bld as plastic laminate/melamine interior.
- 2 Stone is bid as separate pieces; no alignment of veins.

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Clarifications and Assumptions

3 All toe blocks to be plywood.

Div 7 - Thermal & Moisture Protection

- 1 Roofing pricing is based upon the narrative and Florida Product Approval requirements. Pricing has not been included for any specific FM Global Insurance requirements.
- 2 Metal Roof Screen Panels - Econolap 3/4" perforated is only available with a stainless-steel substrate for Florida Products Approval. Alternate BR5-36 is being used in this project.
- 3 Specification 074213.13 Item 1.6.D.6. Centria does not provide an engineer for on-site supervision for the duration of the project.
- 4 Curved panels or trim are excluded. All metal panel materials are quoted as being segmented around the radius. Bullnose or radius edge of panels are excluded. Microlines extrusions for perforated products are excluded. Extruded trim for Intercept metal panels are excluded (not available from the manufacturer).
- 5 Fire testing for Intercept Entyre is excluded. Field testing of metal panels is excluded.
- 6 Individually removable panels are not included.
- 7 Metal panels expansion joints are not included.
- 8 Intercept pricing is based upon the panel sizes and orientations as shown on the architectural drawings at time of quote. Any changes to panel sizes and/or orientation after this date could result in an increase in raw material requirements and price.
- 9 All the materials to be the same color. Pricing excludes Micas, Metallics & Brilliant Series. Pricing of special/custom colors is based on Centria's ability to match in the specified system and is subject to review of customer's submitted color chip.
- 10 Coping caps are not tested or rated per ANSI/SPRI requirements and this is excluded where required.
- 11 Perforated BR5-36 in .040 Aluminum is priced in lieu of the specified Econolap 3/4". Econolap 3/4" is unavailable for this project.

Div 8 - Doors & Windows

- 1 Exterior and Interior door auto operators are excluded.
- 2 Card reader units, wiring from electrical source above doors to card readers, and programming of card readers is excluded.
- 3 Knox box is excluded.
- 4 Final door keying is the responsibility of the owner. Cores will be turned over.

Div 9 - Finishes

- 1 Moisture mitigation has been included at sheet vinyl, carpet and rubber flooring only. Should it be required another types of flooring add \$4/sf.
- 2 AD-ST-2.1A States to remove carpet at Visitor's Clubhouse. Carpet will not be removed. It will be cleaned.
- 3 Acoustic panel dividers at ticketing are excluded.

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Clarifications and Assumptions

- 4 Painting for the Stadium dugouts are not included, painting is included at the dugouts at the practice fields. Sandblasting of existing paint is excluded.
- 5 Repair of existing finishes are excluded unless noted on plans.
- 6 Insulation above the acoustical ceiling is not shown therefore not included.
- 7 Hold down clips are included only at exterior door to 10'.
- 8 Access areas within the acoustical ceiling to gain access to MEP items above the acoustical ceiling are not included.
- 9 All interior partition and soffit metal framing are based on 20-GA (33 mills)-G40, 1-5/8" 2-1/2, 3-5/8" and 6" metal studs placed at 16" o/c with double 20-GA (33 mills) metal studs at each side of hollow metal door frames.
- 10 Deflection track (18 GA) is included at interior full height partition only.
- 11 Fire-rated drywall ceilings are not shown; therefore are not included.
- 12 Detail GB1 mentioned on page A-ST-4.1.3 is included when I beams coincide with Fire Rated walls only.
- 13 Z furring is included below I beams as required shooting with 1/2" Hilti pins. Not welded.
- 14 Backing included in this quote is limited to 2x6 fire treated wood backing is included at grab bars and run vertical at toilet partitions in restrooms, rows of wood 2x4 at wall-hung cabinets, row of wood 2x4 at base cabinets. Includes 3/4" FR plywood backing for T.V.'s at location indicated on Architectural drawings. Includes 5/8" FR Plywood backing at locations indicated in Food Service drawings. Backing or blocking not indicated in this proposal is not included.
- 15 Drywall ceilings are based on being framed with Drywall T-bar Suspension System in lieu of metal studs or channel iron and metal furring channels.
- 16 Insulation is based on 3" Thermafiber SAFB unfaced mineral insulation in the cavity of interior partitions as indicated.
- 17 Drywall is based on 5/8" Type X with 5/8" at all typical walls and ceilings, 5/8" moisture resistant in wet areas and 5/8" Densshield board in walls that receive ceramic tile.
- 18 Drywall finishing based on standard level 4 ready. No textures, plaster, first coat or finishing of joints at the cement board. Level 5 finishing is included on walls and ceilings that will receive Epoxy paint only.
- 19 2-Coat (5/8") cementitious waterproofing/vapor barrier directly applied to CMU substrate is included in lieu of details shown on plans and specifications.

Div 10 - Specialties

- 1 AED Cabinets are furnished and installed by the Owner.
- 2 Flagpoles by 911 Memorial will be demolished - new flagpoles are not included.
- 3 Safes shown in offices 1.15.6 and 1.06.04 will not be provided, trunks in training room 1.01.01 and time clocks are also excluded.

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Clarifications and Assumptions

- 4 Locking metal safes in locker rooms are by others.
- 5 Under counter refrigerator in room 1.01.07, Refrigerators in room 1.12.04, and Refrigerator in MILB Conference Room 021 not included in estimate.
- 6 Toilet tissue dispensers, paper towel dispensers, soap dispensers, marker boards/tack boards, projection screens are excluded.
- 7 Signage and graphics - interior graphics, exterior graphics, regulatory and minor wayfinding is excluded. Exterior wayfinding and signage is also excluded.
- 8 Cubicle track at first aid is excluded.

Div 11 - Equipment

- 1 Trash Compactors shall be furnished and installed by the Owner's Trash Vendor. Required embed rails will be furnished by the Owner and installed as a part of this pricing.
- 2 Fitness, exercise, medical, and cardio equipment is not included.
- 3 40% payment is required upfront advanced payment from Owner to order Hydroworks Hydro pools.
- 4 Ten (10) portable pitching mounds and six (6) hitting mats are excluded.
- 5 Owner to remove all of the existing food service and laundry equipment before demolition is to begin.
- 6 Owner will remove all of the weight and training room equipment before demolition is to begin.
- 7 Owner to coordinate the health department inspections and pay inspection fees.

Div 12 - Furnishings

- 1 All artifacts, artwork, loose furniture, banquettes, office furniture, cubicles or other furnishings inclusive of installations are to be by the Owner. Blocking or backing for this work has not been assumed. All F.F + E is to be furnished and installed by others.
- 2 Dugout Benches are excluded.
- 3 Bleachers currently located on the home practice field #2 will be relocated to the new area specified by Owner. Concrete pad for new location is not included.
- 4 Team store equipment is not included.
- 5 Painted metal cleat cleaning bench galvanized steel post and metal roof is excluded (Sheet A-CH-2.1).
- 6 GMP Deliverable includes Dittmer style canopy in lieu of Porter-CEAS as specified.
- 7 Existing banners at Stadium are to be removed and reinstalled by Owner.

Div 14 - Conveying Systems

- 1 Manufacturer's standard finishes for cabs have been included. Custom elevator cab finishes have not been anticipated.

St Lucie County Sports Complex Modernization
Port St Lucie, FL
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Clarifications and Assumptions

2 Elevator cab air conditioning is not included.

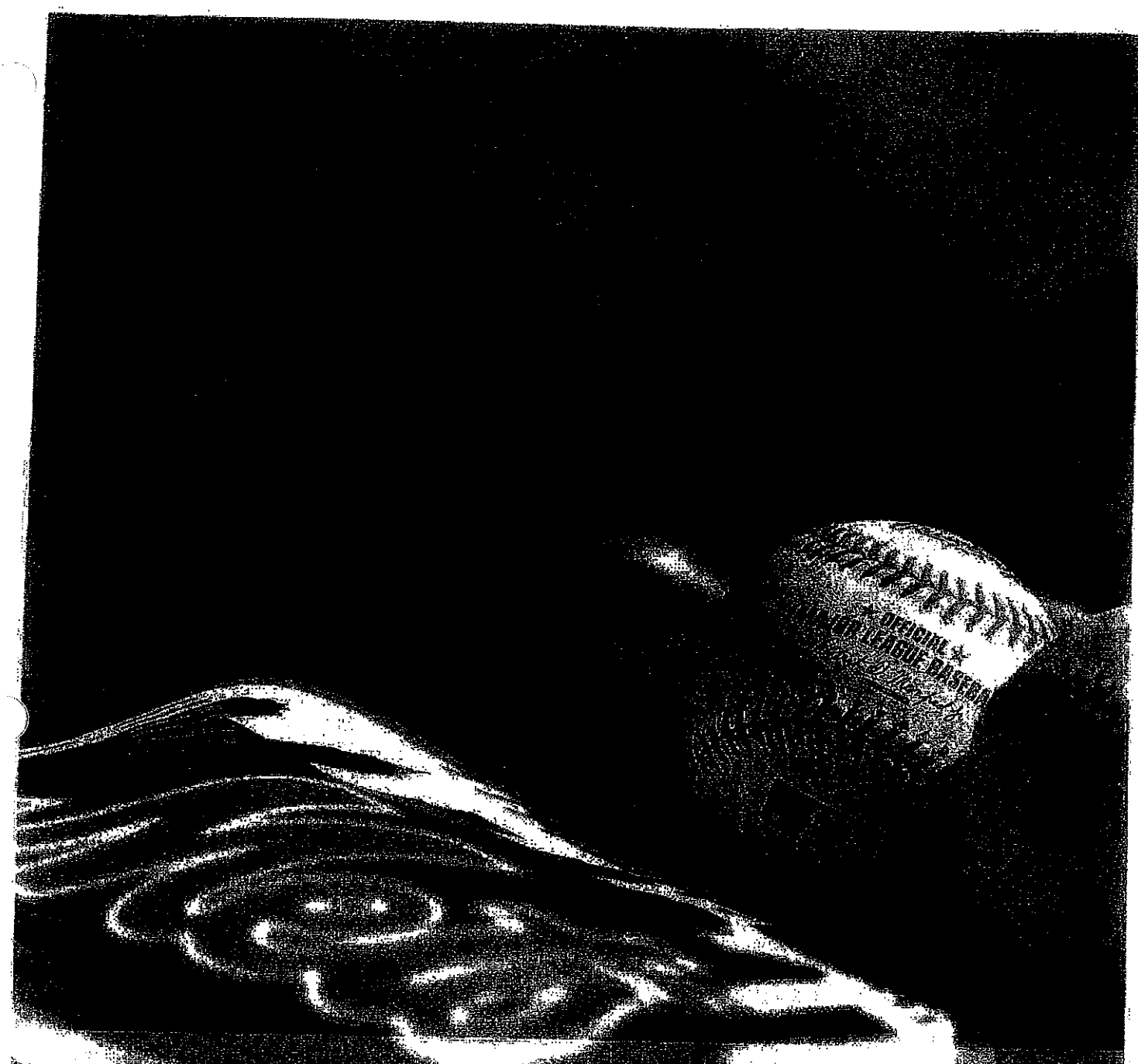
Div 15 - Mechanical

1 Test and Balance is included as part of the mechanical contractors scope.

2 Tie-in points to existing utilities are based on plans. Any deviation could result in additional funds.

Div 16 - Electrical

1 GMP Deliverable does not include equipment and terminations for low voltage systems, including but not limited to, security, sound and audio visual.



Barton Malow

St. Louis County
Sports Complex Modernization

Document 151



St. Lucie Sports Complex Modernization

Updated Drawing Log
11/16/18

Architect: EwingCole
Specifications

DISCIPLINE	DWG/SPEC NUMBER	TITLE	Construction Docs 8/3/2018	Comments
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SPECIFICATIONS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 85 00 DRAWING LIST 03/01/18 Construction Documents

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00 SUMMARY 09/04/18 GMP Addendum 1
01 23 00 ALTERNATES 09/04/18 GMP Addendum 1
01 25 00 SUBSTITUTION PROCEDURES 03/01/18 Construction Documents
01 26 00 CONTRACT MODIFICATION PROCEDURES 03/01/18 Construction Documents
01 29 00 PAYMENT PROCEDURES 03/01/18 Construction Documents
01 31 00 PROJECT MANAGEMENT AND COORDINATION 03/01/18 Construction Documents
01 33 00 SUBMITTAL PROCEDURES 03/01/18 Construction Documents
01 40 00 QUALITY REQUIREMENTS 03/01/18 Construction Documents
01 41 00.00 TESTING LABORATORY SERVICES (FOR INFORMATION ONLY) 03/01/18 Construction Documents
01 41 00.02 STATEMENT OF SPECIAL INSPECTIONS 03/01/18 Construction Documents
01 42 00 REFERENCES 03/01/18 Construction Documents
01 50 00 TEMPORARY FACILITIES AND CONTROLS 03/01/18 Construction Documents
01 80 00 PRODUCT REQUIREMENTS 03/01/18 Construction Documents
01 73 00 EXECUTION 03/01/18 Construction Documents
01 77 00 CLOSEOUT PROCEDURES 03/01/18 Construction Documents
01 78 23 OPERATION AND MAINTENANCE DATA 03/01/18 Construction Documents
01 78 39 PROJECT RECORD DOCUMENTS 03/01/18 Construction Documents
01 79 00 DEMONSTRATION AND TRAINING 03/01/18 Construction Documents
01 91 00 TESTING, ADJUSTING, AND BALANCING FOR HVAC 03/01/18 Construction Documents

DIVISION 02 - EXISTING CONDITIONS

02 41 16 STRUCTURE DEMOLITION 03/01/18 Construction Documents
02 41 19 SELECTIVE DEMOLITION 03/01/18 Construction Documents
02 44 00 ALTERATION PROJECT PROCEDURES 03/01/18 Construction Documents

DIVISION 03 - CONCRETE

03 30 00 CAST-IN-PLACE CONCRETE 03/01/18 Construction Documents
03 41 00 PRECAST STRUCTURAL CONCRETE 06/01/18 Construction Documents

DIVISION 04 - MASONRY

04 20 00 UNIT MASONRY 06/01/18 Construction Documents

DIVISION 05 - METALS

05 12 00 STRUCTURAL STEEL FRAMING 03/01/18 Construction Documents
05 21 00 STEEL JOIST FRAMING 03/01/18 Construction Documents



St. Lucie Sports Complex Modernization

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DISCIPLINE	DWG/SPEC NUMBER	TITLE	Construction Docs 8/3/2018	Comments
	05 31 00	STEEL DECKING	03/01/18	Construction Documents
	05 31 50	METAL SUBROOF AND GUTTER SYSTEM	03/01/18	Construction Documents
	05 40 00	COLD-FORMED METAL FRAMING	08/01/18	Construction Documents
	05 50 00	METAL FABRICATIONS	03/01/18	Construction Documents
	05 51 00	METAL STAIRS AND RAILINGS	08/03/18	Construction Documents
	05 73 00	DECORATIVE METAL RAILINGS	03/01/18	Construction Documents
	05 75 00	DECORATIVE FORMED METAL	03/01/18	Construction Documents
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES				
	06 10 53	MISCELLANEOUS ROUGH CARPENTRY	03/01/18	Construction Documents
	06 15 33	COMPOSITE DECKING AND FRAMING	03/01/18	Construction Documents
	06 20 23	INTERIOR FINISH CARPENTRY	03/01/18	Construction Documents
	06 41 00	ARCHITECTURAL CABINETS	06/01/18	Construction Documents
DIVISION 07 - THERMAL AND MOISTURE PROTECTION				
	07 14 13	HOT FLUID-APPLIED RUBBERIZED ASPHALT WATERPROOFING	03/01/18	Construction Documents
	07 16 16	CRYSTALLINE WATERPROOFING	03/01/18	Construction Documents
	07 17 00	BENTONITE WATERPROOFING	06/01/18	Construction Documents
	07 18 00	TRAFFIC COATINGS	03/01/18	Construction Documents
	07 21 00	THERMAL INSULATION	03/01/18	Construction Documents
	07 21 19	SPRAY POLYURETHANE FOAM INSULATION	03/01/18	Construction Documents
	07 26 00	FLUID-APPLIED MEMBRANE AIR AND VAPOR BARRIER (AVB)	03/01/18	Construction Documents
	07 42 13.13	FORMED METAL WALL PANELS	06/01/18	Construction Documents
	07 54 23	THERMOPLASTIC-POLYOLEFIN (TPO) ROOFING	08/03/18	Construction Documents
	07 62 00	SHEET METAL FLASHING AND TRIM	03/01/18	Construction Documents
	07 81 00	APPLIED FIREPROOFING	03/01/18	Construction Documents
	07 84 13	FIRESTOPPING	03/01/18	Construction Documents
	07 92 00	JOINT SEALANTS	03/01/18	Construction Documents
	07 95 13.16	EXPANSION JOINT COVER ASSEMBLIES	03/01/18	Construction Documents
DIVISION 08 - OPENINGS				
	08 11 13	HOLLOW METAL DOORS AND FRAMES	03/01/18	Construction Documents
	08 14 16	FLUSH WOOD DOORS	03/01/18	Construction Documents
	08 31 13	ACCESS DOORS AND FRAMES	03/01/18	Construction Documents
	08 33 23	OVERHEAD COILING DOORS	03/01/18	Construction Documents
	08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	06/01/18	Construction Documents
	08 44 13	GLAZED ALUMINUM CURTAIN WALLS	06/01/18	Construction Documents
	08 71 00	DOOR HARDWARE	08/03/18	Construction Documents
	08 80 00	GLAZING	03/01/18	Construction Documents
	08 83 00	MIRRORS	03/01/18	Construction Documents
	08 90 00	LOUVERS AND VENTS	03/01/18	Construction Documents



St. Lucie Sports Complex Modernization

Updated Drawing Log
11/16/18

Architect: EwingCole
Specifications:

DISCIPLINE	DWG/SPEC NUMBER	TITLE	Construction Docs 6/3/2018	Comments
DIVISION 09 - FINISHES				
	09 24 00	PORTLAND CEMENT PLASTERING	06/01/18	Construction Documents
	09 29 00	GYPSUM BOARD SYSTEMS	06/01/18	Construction Documents
	09 30 00	TILING	03/01/18	Construction Documents
	09 51 13	ACOUSTICAL CEILINGS	06/01/18	Construction Documents
	09 65 13	RESILIENT BASE AND ACCESSORIES	03/01/18	Construction Documents
	09 65 16	RESILIENT FLOORING	03/01/18	Construction Documents
	09 67 23	RESINOUS FLOORING	03/01/18	Construction Documents
	09 68 13	TILE CARPETING	03/01/18	Construction Documents
	09 68 16	SHEET CARPETING	03/01/18	Construction Documents
	09 91 13	EXTERIOR PAINTING	03/01/18	Construction Documents
	09 91 23	INTERIOR PAINTING	03/01/18	Construction Documents
	09 94 10	ARCHITECTURAL FINISH FILMS	09/25/18	RFI 0002
DIVISION 10 - SPECIALTIES				
	10 21 13	TOILET COMPARTMENTS	03/01/18	Construction Documents
	10 26 00	WALL AND DOOR PROTECTION	03/01/18	Construction Documents
	10 28 00	TOILET AND BATH ACCESSORIES	06/01/18	Construction Documents
	10 44 13	FIRE EXTINGUISHERS AND FIRE EXTINGUISHER CABINETS	03/01/18	Construction Documents
	10 51 13	METAL LOCKERS	03/01/18	Construction Documents
	10 51 16	WOOD LOCKERS	03/01/18	Construction Documents
DIVISION 11 - EQUIPMENT				
	11 30 12	APPLIANCES	03/01/18	Construction Documents
	11 40 00	FOOD SERVICE EQUIPMENT	03/01/18	Construction Documents
	11 40 80	RETRACTABLE NETTING SYSTEM	03/01/18	Construction Documents
	11 48 10	FIELD WALL PADS AND WIND SCREEN	03/01/18	Construction Documents
	11 88 00	MULTI-SPORT BALLSTOPPER SYSTEMS	06/01/18	Construction Documents
	11 88 33	FOUL POLES	06/01/18	Construction Documents
DIVISION 12 - FURNISHINGS				
	12 93 00	SITE FURNISHINGS	03/01/18	Construction Documents
DIVISION 13 - SPECIAL CONSTRUCTION				
	13 17 23	THERAPEUTIC POOLS	08/03/18	Construction Documents
	13 34 19	PRE-ENGINEERED METAL BUILDING SYSTEMS	08/03/18	Construction Documents
	13 34 23	PRE-ENGINEERED FABRICATED STRUCTURES	06/01/18	Construction Documents
	13 34 23.16	FABRICATED CONTROL BOOTH	06/02/18	Construction Documents
DIVISION 14 - CONVEYING EQUIPMENT				
	14 24 00	HYDRAULIC ELEVATORS	06/01/18	Construction Documents
	14 25 00	HYDRAULIC ELEVATOR MODERNIZATION	08/03/18	Construction Documents

DISCIPLINE	DWG/SPEC NUMBER	TITLE	Construction Docs 8/3/2018	Comments
DIVISION 21 - FIRE SUPPRESSION				
	21 00 00	FIRE SUPPRESSION	10/18/18	RFI 00031
DIVISION 22 - PLUMBING				
	22 05 00	COMMON MATERIALS AND METHODS FOR PLUMBING	03/01/18	Construction Documents
	22 05 13	ELECTRICAL REQUIREMENTS FOR PLUMBING EQUIPMENT	03/01/18	Construction Documents
	22 07 00	PLUMBING INSULATION	03/01/18	Construction Documents
	22 10 00	PLUMBING SYSTEMS	03/01/18	Construction Documents
	22 11 23	PLUMBING PUMPS	03/01/18	Construction Documents
	22 40 00	PLUMBING FIXTURES AND TRIM	03/01/18	Construction Documents
DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING				
	23 05 00	COMMON MATERIALS AND METHODS FOR HVAC	03/01/18	Construction Documents
	23 05 13	ELECTRICAL REQUIREMENTS FOR HVAC EQUIPMENT	03/01/18	Construction Documents
	23 05 40	VIBRATION ISOLATION FOR HVAC SYSTEMS	03/01/18	Construction Documents
	23 07 00	HVAC INSULATION	03/01/18	Construction Documents
	23 21 13	HYDRONIC PIPING SYSTEM	08/03/18	Construction Documents
	23 21 23	HVAC PUMPS	03/01/18	Construction Documents
	23 23 00	REFRIGERANT PIPING	03/01/18	Construction Documents
	23 24 13	UNDERGROUND PIPING SYSTEMS	03/01/18	Construction Documents
	23 25 00	HVAC WATER TREATMENT	03/01/18	Construction Documents
	23 30 00	DUCTWORK AND DUCTWORK ACCESSORIES	08/03/18	Construction Documents
	23 34 00	FANS AND VENTILATORS	08/03/18	Construction Documents
	23 41 00	AIR FILTRATION	03/01/18	Construction Documents
	23 60 00	WATER CHILLERS	03/01/18	Construction Documents
	23 70 10	COMMERCIAL INDOOR AIR-HANDLING UNITS	08/03/18	Construction Documents
	23 70 20	COMMERCIAL ROOFTOP AIR-HANDLING UNITS	08/03/18	Construction Documents
	23 81 00	UNITARY AIR CONDITIONING	08/03/18	Construction Documents
DIVISION 25 - INTEGRATED AUTOMATION				
	25 09 00	INSTRUMENTATION AND CONTROLS FOR HVAC	03/01/18	Construction Documents
	25 09 33	SEQUENCE OF OPERATIONS FOR HVAC CONTROLS	06/01/18	Construction Documents
DIVISION 26 - ELECTRICAL				
	26 05 00	COMMON MATERIALS AND METHODS FOR ELECTRICAL	03/01/18	Construction Documents
	26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CA	03/01/18	Construction Documents
	26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	03/01/18	Construction Documents
	26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	03/01/18	Construction Documents
	26 05 33	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	03/01/18	Construction Documents
	26 05 43	UNDERGROUND DUCTS AND STRUCTURES FOR ELECTRICAL	03/01/18	Construction Documents
	26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	03/01/18	Construction Documents
	26 05 73	ELECTRICAL SYSTEMS STUDIES AND ANALYSIS	03/01/18	Construction Documents



St. Lucia Sports Complex Modernization

Updated Drawing Log
11/16/18

Architect: EwingCole

Specifications

DISCIPLINE	DWG/SPEC NUMBER	TITLE	Construction Docs 8/3/2018	Comments
	26 09 23	LIGHTING CONTROL DEVICES	03/01/18	Construction Documents
	26 09 43	NETWORK LIGHTING CONTROLS	03/01/18	Construction Documents
	26 22 00	LOW-VOLTAGE TRANSFORMERS	03/01/18	Construction Documents
	26 24 13	SWITCHBOARDS	03/01/18	Construction Documents
	26 24 16	PANELBOARDS	03/01/18	Construction Documents
	26 27 13	ELECTRICITY METERING	03/01/18	Construction Documents
	26 27 26	WIRING DEVICES	03/01/18	Construction Documents
	26 28 13	FUSES	03/01/18	Construction Documents
	26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	03/01/18	Construction Documents
	26 29 13	ENCLOSED CONTROLLERS	03/01/18	Construction Documents
	26 29 23	VARIABLE FREQUENCY MOTOR SPEED CONTROLLERS (VFD)	03/01/18	Construction Documents
	26 33 23	CENTRAL BATTERY EQUIPMENT	03/01/18	Construction Documents
	26 43 13	SURGE PROTECTIVE DEVICES FOR LOW-VOLTAGE ELECTRI	03/01/18	Construction Documents
	26 51 00	INTERIOR LIGHTING	03/01/18	Construction Documents
	26 56 00	EXTERIOR LIGHTING	03/01/18	Construction Documents
DIVISION 27 - COMMUNICATIONS				
	27 05 00	COMMON MATERIALS AND METHODS FOR COMMUNICATION	03/01/18	Construction Documents
	27 11 00	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	03/01/18	Construction Documents
	27 13 00	COMMUNICATIONS BACKBONE CABLING	03/01/18	Construction Documents
	27 15 00	COMMUNICATIONS HORIZONTAL CABLING	03/01/18	Construction Documents
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY				
	28 31 11	DIGITAL, ADDRESSABLE FIRE-DETECTION AND ALARM SYST	03/01/18	Construction Documents
DIVISION 31 - EARTHWORK				
	31 60 00	VIBRO-REPLACEMENT (SOIL IMPROVEMENT)	03/01/18	Construction Documents
	31 66 13	HELICAL PILES	03/01/18	Construction Documents
DIVISION 32 - EXTERIOR IMPROVEMENTS				
	32 18 06	PLAYING FIELDS EARTHWORK	03/01/18	Construction Documents
	32 18 07	PLAYING FIELDS SUBDRAINAGE SYSTEMS	03/01/18	Construction Documents
	32 18 08	PLAYING FIELDS IRRIGATION SYSTEM	03/01/18	Construction Documents
	32 18 10	PLAYING FIELDS SYNTHETIC TURF	03/01/18	Construction Documents
	32 18 11	PLAYING FIELDS MATERIALS AND MIXTURES	03/01/18	Construction Documents
	32 18 13	PLAYING FIELD SOD	03/01/18	Construction Documents
	32 31 13	CHAIN LINK FENCES AND GATES	03/01/18	Construction Documents
	32 31 19	DECORATIVE METAL FENCES AND GATES	06/01/18	Construction Documents

Part Unit
REV 3

St. Louis County Sports Complex Modernization
 Port St. Louis, IL
 5-7-2019
 779,293 SF
 7,168 Seats
 3,035,229

Project Name:
 Project Location:
 Date of Report:
 Gross Building Area:
 Secondary Unit:
 SAURS Building Code:

Guaranteed Maximum Price (GMP) Deliverable
 REV 3

Line	Line Item	Description	Quantity	Unit	Unit Cost	Cost	Subtotal	Comment
1774	003	Field Engineering Costs	1.00	each	1,100.00	1,100.00		
1775		Supply Chain for aluminum postings	1,100	each	1.00	1,100.00		
1776		Supervision and Clerical Support	7	each	16.00	112.00		
1777		Foundations (Footings & Grade Beam)	2	each	3,000.00	6,000.00		
1778		Site on Grade Heavy (16' x 16' pad)	3	each	1,000.00	3,000.00		
1779		Aluminum Tie Beam	2	each	1,000.00	2,000.00		
1780		Grade Footing	3	each	1,000.00	3,000.00		
1781		Pump 600-Apprentice	2	each	1,000.00	2,000.00		
1782		Environmental Test Per Yard	2	each	1,000.00	2,000.00		
1783		Four Backhoe per Yard	2	each	1,000.00	2,000.00		
1784		Excavation per Yard	2	each	1,000.00	2,000.00		
1785		Concrete Paving and Lap Joints Labor	2	each	1,000.00	2,000.00		
1786		Concrete Paving	2	each	1,000.00	2,000.00		
1787		Pump Painting	2	each	1,000.00	2,000.00		
1788		3' Excavation	2	each	1,000.00	2,000.00		
1789		Soil Fill	2	each	1,000.00	2,000.00		
1790		Structural Columns and Beams	2	each	1,000.00	2,000.00		
1791		Plumb and Connections	2	each	1,000.00	2,000.00		
1792		Reinforcing	2	each	1,000.00	2,000.00		
1793		Excavation	2	each	1,000.00	2,000.00		
1794		Formwork at Buildings	2	each	1,000.00	2,000.00		
1795		Mass Blocks	2	each	1,000.00	2,000.00		
1796		Rebar (Decking and Backing Material)	2	each	1,000.00	2,000.00		
1797		Rebar (Decking - Embedded)	2	each	1,000.00	2,000.00		
1798		Formwork at Masonry	2	each	1,000.00	2,000.00		
1799		Weather Barriers at Metal Panels	2	each	1,000.00	2,000.00		
1800		Weather Barriers at Window Frames	2	each	1,000.00	2,000.00		
1801		Membrane Roofing (Insulation System)	2	each	1,000.00	2,000.00		
1802		2' x 4' x 8'	2	each	1,000.00	2,000.00		
1803		Expansion Joints 2'	2	each	1,000.00	2,000.00		
1804		Anchor Castings - Exterior Building Area	2	each	1,000.00	2,000.00		
1805		Structural Reinforcing Steel	2	each	1,000.00	2,000.00		
1806		Composite Panels	2	each	1,000.00	2,000.00		
1807		Composite Panels w/Decking	2	each	1,000.00	2,000.00		
1808		Composite Metal Panels	2	each	1,000.00	2,000.00		
1809		Exterior Site Finishing and Graveling at 20' x 20'	2	each	1,000.00	2,000.00		
1810		Stucco Finish Exterior Skin	2	each	1,000.00	2,000.00		
1811		Exterior GPMF w/Insulation	2	each	1,000.00	2,000.00		
1812		Driveway on Parking - Chip Seal	2	each	1,000.00	2,000.00		
1813		Asphalt Paving - Sweeping w/Metal Panels	2	each	1,000.00	2,000.00		
1814		Drywall Ceilings - Acoustic Board	2	each	1,000.00	2,000.00		
1815		Steel Prop - Mechanical Integration	2	each	1,000.00	2,000.00		
1816		Fluorocarbon	2	each	1,000.00	2,000.00		
1817		Weld Bars	2	each	1,000.00	2,000.00		
1818		Asbestos Removal	2	each	1,000.00	2,000.00		
1819		Interior Paint (Walls - Epoxy White)	2	each	1,000.00	2,000.00		
1820		Acoustic Ceiling Panels - Epoxy	2	each	1,000.00	2,000.00		
1821		Planting Systems Complete	2	each	1,000.00	2,000.00		



Project Name: St. Lucie County Sports Complex Modernization
 Project Location: Port St. Lucie, FL
 Date of Report: 8/1/2019
 Gross Building Area: 176,285 SF
 Secondary Unit: 7,160 Stalls
 ENR Building Cost Index: 1000

Guaranteed Maximum Price (GMP) Deliverable
 REV-3

Line Item	Description	Qty	Unit	Unit Cost	Subtotal	Material	Installation	Contingency	Remarks
1822	Fire Protection System Complete	371	SF	5.00	\$1,855.00				
1823	Electrical System Complete	371	SF	5.00	\$1,855.00				
1824	Exhaust System Complete	1	LS	2,740.00	2,740.00				
1825	GCA, Insurance, Bonding, GTS, Fee & Contingency (18.4%)	1	LS	36,891.53	36,891.53				
1826	Reversals to Zero	1	LS	-237,003.17	(237,003.17)				
1827			LS	0.00	\$0.00				
71	Aluminum FF-1 - Existing Tunnel Positioning Custom Bore Piling System (Alovascas)								
1830	71.3 Tunnel Drilling Bore Piling Pile	6,300	SF	2.50	\$17,000.00				
1831	MLB Tunnel Custom Bore Piling Pile	6,376	SF	2.50	\$17,440.00				
1832	GTS, Insurance, Bonding, GTS, Fee & Contingency (18.4%)	1	LS	2,268.25	2,268.25				
1833	Reversals to Zero	1	LS	-457,832.79	(457,832.79)				
1834			LS	0.00	\$0.00				
72	Aluminum FF-1 - Not Used								
1837			LS	0.00	\$0.00				
1838			LS	0.00	\$0.00				
1839			LS	0.00	\$0.00				
1840			LS	0.00	\$0.00				
1841			LS	0.00	\$0.00				
1842			LS	0.00	\$0.00				
1843			LS	0.00	\$0.00				
1844			LS	0.00	\$0.00				
1845			LS	0.00	\$0.00				
1846			LS	0.00	\$0.00				
1847			LS	0.00	\$0.00				
73	Aluminum FF-2 - Not Used								
1848			LS	0.00	\$0.00				
1849			LS	0.00	\$0.00				
1850			LS	0.00	\$0.00				
1851			LS	0.00	\$0.00				
1852			LS	0.00	\$0.00				
1853			LS	0.00	\$0.00				
1854			LS	0.00	\$0.00				
1855			LS	0.00	\$0.00				
74	Aluminum FF-3 - Fence Option F1								
1856	F1 - Ballism Ely Wandering Reinforcement (20x20)	1	LS	257,400.00	257,400.00				
1857	GTS, Insurance, Bonding, GTS, Fee & Contingency (18.4%)	1	LS	4,528.16	4,528.16				
1858	Reversals to Zero	1	LS	-31,628.18	(31,628.18)				
1859			LS	0.00	\$0.00				
75	Aluminum FF-3 - Fence Option F2								
1860	F2 - Chain Link Fence Fabric Replacement	3,391	DF	30.00	\$101,730.00				
1861	GTS, Insurance, Bonding, GTS, Fee & Contingency (18.4%)	1	LS	12,311.71	12,311.71				
1862	Reversals to Zero	1	LS	-15,061.71	(15,061.71)				
1863			LS	0.00	\$0.00				
76	Aluminum FF-3 - Fence Option F3								
1864	F3 - Existing Chain Link Fence Fabric Replacement	11,600	SF	4.00	\$46,400.00				
1865	GTS, Insurance, Bonding, GTS, Fee & Contingency (18.4%)	1	LS	5,397.00	5,397.00				
1866	Reversals to Zero	1	LS	-5,317.00	(5,317.00)				
1867			LS	0.00	\$0.00				
77	Aluminum FF-3 - Fence Option F4								
1868	F4 - Existing Chain Link Fence Fabric Replacement	11,071	SF	7.00	\$77,497.00				
1869	GTS, Insurance, Bonding, GTS, Fee & Contingency (18.4%)	1	LS	44,925.34	44,925.34				
1870	Reversals to Zero	1	LS	-44,925.34	(44,925.34)				

Project Name:

Project Location:

Date of Report:

Gross Building Area:

Secondary Unit: D

EMR/Bid/Unit Cost Index

St Lucie County Sports Complex Remediation

Port St Lucie, FL

6-9-05-19

175,285 SF

7,100 Seats

32,000.00

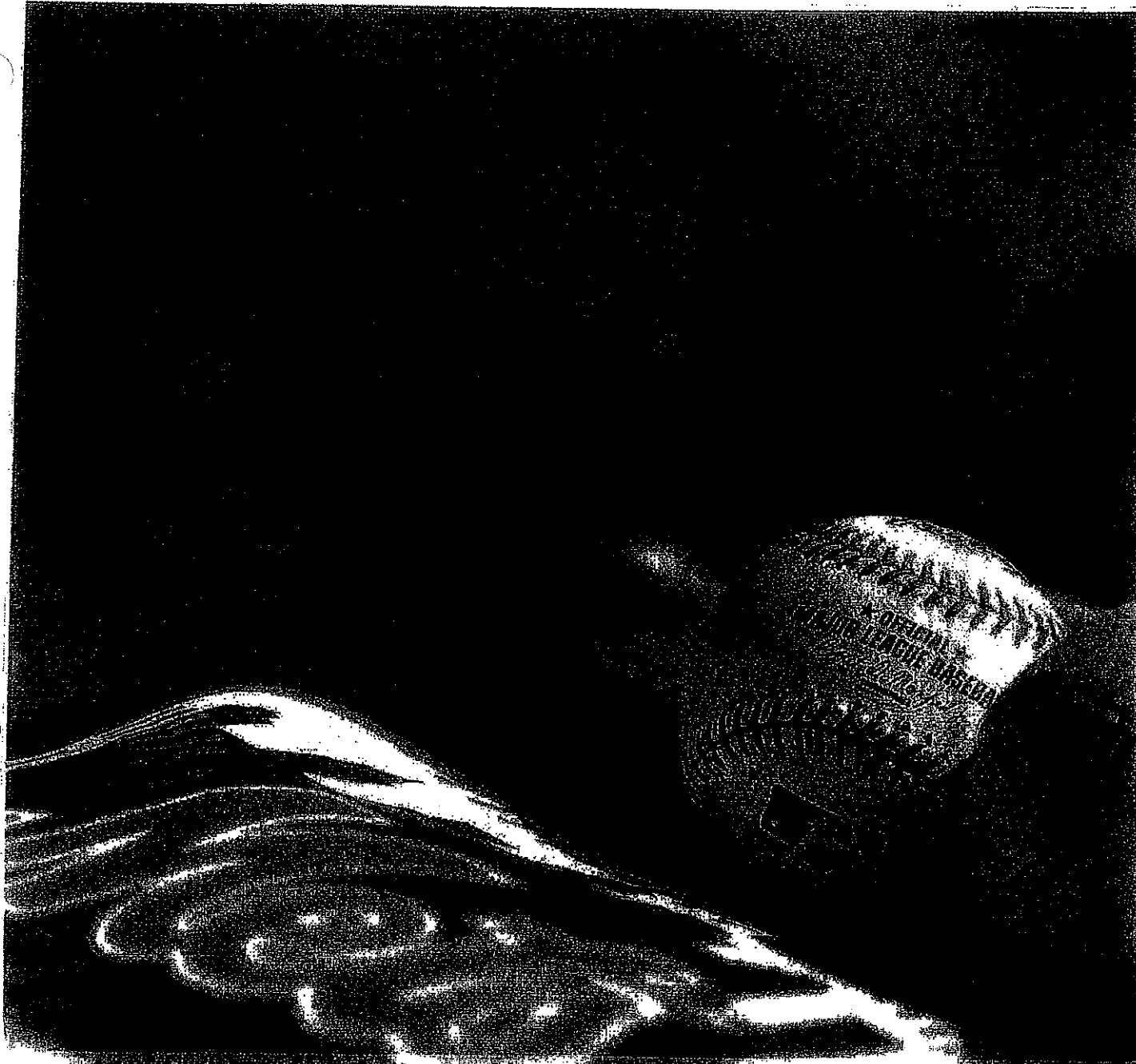
Guaranteed Maximum Price (GMP) Deliverable

REV3



Line Item	Description	Unit	Qty	Unit Cost	Subtotal	Contingency	Total
1871	Revenue to Zero	1 LS	-200,000.00	0.00	\$0.00	\$0.00	\$0.00
1872		1 LS	0.00	0.00	\$0.00	\$0.00	\$0.00
1873					\$0.00	\$0.00	\$0.00
1874	78 Alternative PF-7 - Fence Option F5				\$0.00	\$0.00	\$0.00
1875	Sub BS - Misc	1 LS	125,000.00	\$1.50	\$187,500.00	\$187,500.00	\$187,500.00
1876	F5 - Post/Line P Chain Link Mesh	713 LF	2000	\$0.60	\$1,200.00	\$1,200.00	\$1,200.00
1877	GC% Insurance, Bonding, CRT% Fee & Contingency (15.00%)	1 LS	2,300.00	\$2.17	\$4,991.00	\$4,991.00	\$4,991.00
1878	Revenue to Zero	1 LS	-15,000.00	0.00	\$0.00	\$0.00	\$0.00
1879					\$0.00	\$0.00	\$0.00
1880					\$0.00	\$0.00	\$0.00
1881	79 Alternative PF-9 - Fence Option F7				\$0.00	\$0.00	\$0.00
1882	Sub BS - Misc	1 LS	65,000.00	\$2.94	\$191,300.00	\$191,300.00	\$191,300.00
1883	F7 - Post/Line P Chain Link Mesh	203 LF	1000	\$0.60	\$600.00	\$600.00	\$600.00
1884	GC% Insurance, Bonding, CRT% Fee & Contingency (15.00%)	1 LS	1,015.00	\$1.01	\$1,015.00	\$1,015.00	\$1,015.00
1885	Revenue to Zero	1 LS	-6,500.00	0.00	\$0.00	\$0.00	\$0.00
1886					\$0.00	\$0.00	\$0.00
1887					\$0.00	\$0.00	\$0.00
1888					\$0.00	\$0.00	\$0.00
1889	80 Alternative S-1 - Net (Based				\$0.00	\$0.00	\$0.00
1890		1 LS	0.00	0.00	\$0.00	\$0.00	\$0.00
1891		1 LS	0.00	0.00	\$0.00	\$0.00	\$0.00
1892					\$0.00	\$0.00	\$0.00
1893					\$0.00	\$0.00	\$0.00
1894					\$0.00	\$0.00	\$0.00
1895	81 Alternative S-2 - Hot of Ball (Asph/Flt Parking Lot (Asph/Grass))				\$0.00	\$0.00	\$0.00
1896	Asphalt Paving and Base	1,000 SF	32.00	\$121.40	\$38,848.00	\$38,848.00	\$38,848.00
1897	Gravel	72 SFC	30.00	\$2,150.00	\$64,500.00	\$64,500.00	\$64,500.00
1898	Striping - Spacers - New	8 EA	100.00	\$50.00	\$5,000.00	\$5,000.00	\$5,000.00
1899	Strip Signage - Handicap	36 SFC	40.00	\$1,200.00	\$43,200.00	\$43,200.00	\$43,200.00
1900	Painting Stripers - New	1 LS	25,750.00	\$24.73	\$636,625.00	\$636,625.00	\$636,625.00
1901	GC% Insurance, Bonding, CRT% Fee & Contingency (15.00%)	1 LS	1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
1902	Revenue to Zero	1 LS	-1,000.00	0.00	\$0.00	\$0.00	\$0.00
1903					\$0.00	\$0.00	\$0.00
1904					\$0.00	\$0.00	\$0.00
1905					\$0.00	\$0.00	\$0.00
1906					\$0.00	\$0.00	\$0.00
1907					\$0.00	\$0.00	\$0.00
1908					\$0.00	\$0.00	\$0.00
1909					\$0.00	\$0.00	\$0.00
1910					\$0.00	\$0.00	\$0.00
1911					\$0.00	\$0.00	\$0.00
1912					\$0.00	\$0.00	\$0.00
1913					\$0.00	\$0.00	\$0.00
1914					\$0.00	\$0.00	\$0.00
1915					\$0.00	\$0.00	\$0.00
1916					\$0.00	\$0.00	\$0.00
1917					\$0.00	\$0.00	\$0.00
1918					\$0.00	\$0.00	\$0.00
1919					\$0.00	\$0.00	\$0.00
1920					\$0.00	\$0.00	\$0.00
1921					\$0.00	\$0.00	\$0.00
1922					\$0.00	\$0.00	\$0.00
1923					\$0.00	\$0.00	\$0.00
1924					\$0.00	\$0.00	\$0.00
1925					\$0.00	\$0.00	\$0.00
1926					\$0.00	\$0.00	\$0.00
1927					\$0.00	\$0.00	\$0.00
1928					\$0.00	\$0.00	\$0.00
1929					\$0.00	\$0.00	\$0.00
1930					\$0.00	\$0.00	\$0.00
1931					\$0.00	\$0.00	\$0.00
1932					\$0.00	\$0.00	\$0.00
1933					\$0.00	\$0.00	\$0.00
1934					\$0.00	\$0.00	\$0.00
1935					\$0.00	\$0.00	\$0.00
1936					\$0.00	\$0.00	\$0.00
1937					\$0.00	\$0.00	\$0.00
1938					\$0.00	\$0.00	\$0.00
1939					\$0.00	\$0.00	\$0.00
1940					\$0.00	\$0.00	\$0.00
1941					\$0.00	\$0.00	\$0.00
1942					\$0.00	\$0.00	\$0.00
1943					\$0.00	\$0.00	\$0.00
1944					\$0.00	\$0.00	\$0.00
1945					\$0.00	\$0.00	\$0.00
1946					\$0.00	\$0.00	\$0.00
1947					\$0.00	\$0.00	\$0.00
1948					\$0.00	\$0.00	\$0.00
1949					\$0.00	\$0.00	\$0.00
1950					\$0.00	\$0.00	\$0.00
1951					\$0.00	\$0.00	\$0.00
1952					\$0.00	\$0.00	\$0.00
1953					\$0.00	\$0.00	\$0.00
1954					\$0.00	\$0.00	\$0.00
1955					\$0.00	\$0.00	\$0.00
1956					\$0.00	\$0.00	\$0.00
1957					\$0.00	\$0.00	\$0.00
1958					\$0.00	\$0.00	\$0.00
1959					\$0.00	\$0.00	\$0.00
1960					\$0.00	\$0.00	\$0.00
1961					\$0.00	\$0.00	\$0.00
1962					\$0.00	\$0.00	\$0.00
1963					\$0.00	\$0.00	\$0.00
1964					\$0.00	\$0.00	\$0.00
1965					\$0.00	\$0.00	\$0.00
1966					\$0.00	\$0.00	\$0.00

\$37,951,715



Barton
Malow

St. Lucie County
Sports Complex Modernization

Cost Control Plan



ST. LUCIE COUNTY
SPORTS COMPLEX MODERNIZATION
Project
Location: Fort St. Lucie, FL
Estimate: GMP Estimate

AIA GSF 178.265

As of
Approved
Permitted
Permitted
Permitted

Cost Control Log Revisions: Comp. Estimate (Subsequent) Back

Date	Item #	Item Description	Request Cost	Approved	Action Owner	Action	Decision Date Needed	Remarks
		Division 01 - General Requirements (0)						
		Division 02 - Existing Conditions (0)						
		Division 03 - Concrete (0)						
		Division 04 - Masonry (M)						
		Division 05 - Metals (M)						
		Division 06 - Woods, Plastics, and Composites (W)						
		Division 07 - Thermal And Moisture Protection (T)						
		Division 08 - Openings (O)						
		Division 09 - Finishes (F)						
		Division 10 - Specialties (S)						
		Division 11 - Equipment (E)						
		Division 12 - Furnishings (F)						
		Division 13 - Signage (S)						
		Division 14 - Security (S)						
		Division 15 - Telecommunications (T)						
		Division 16 - Other (O)						
		Division 17 - Other (O)						
		Division 18 - Other (O)						
		Division 19 - Other (O)						
		Division 20 - Other (O)						
		Division 21 - Other (O)						
		Division 22 - Other (O)						
		Division 23 - Other (O)						
		Division 24 - Other (O)						
		Division 25 - Other (O)						
		Division 26 - Other (O)						
		Division 27 - Other (O)						
		Division 28 - Other (O)						
		Division 29 - Other (O)						
		Division 30 - Other (O)						
		Division 31 - Other (O)						
		Division 32 - Other (O)						
		Division 33 - Other (O)						
		Division 34 - Other (O)						
		Division 35 - Other (O)						
		Division 36 - Other (O)						
		Division 37 - Other (O)						
		Division 38 - Other (O)						
		Division 39 - Other (O)						
		Division 40 - Other (O)						
		Division 41 - Other (O)						
		Division 42 - Other (O)						
		Division 43 - Other (O)						
		Division 44 - Other (O)						
		Division 45 - Other (O)						
		Division 46 - Other (O)						
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		Division 92 - Other (O)						
		Division 93 - Other (O)						
		Division 94 - Other (O)						
		Division 95 - Other (O)						
		Division 96 - Other (O)						
		Division 97 - Other (O)						
		Division 98 - Other (O)						
		Division 99 - Other (O)						
		Division 100 - Other (O)						

**St Lucie County Sports Complex Modernization
Port St Lucie, FL
Guaranteed Maximum Price (GMP) Deliverable
REV 4
February 15, 2019**



Clarifications and Assumptions

- 1.0 **Drawings and Specifications** - GMP Deliverable is based on design documents prepared by Design Team of EwingCole and EDC. For a complete listing, see Document List as a part of GMP Deliverable package.
- GMP Deliverable assumes no responsibility for any previously prepared or provided drawings, animations or renderings. Pricing includes scope of work indicated on the documents outlined in document list only and does not assume any intent for other elements which may have been a part of any past renderings.
- GMP Deliverable assumes Design Team has considered and allowed for proper access for installation and modifications to mechanical, electrical, plumbing, and fire protection systems shown. Removal or reconfiguration of structure or other systems to allow installation of new materials has not been anticipated unless specifically indicated on the Drawings.
- 2.0 **Bonds** - 100% performance and payment bond for Construction Manager (CM) is included.
- 3.0 **Insurances** - We have excluded the cost associated with providing a Builders Risk policy. Should we be required to provide a Builders Risk policy for the project an add will be provided at a future date. Deductibles and sub-limits carried under the Builder's Risk policy shall not be borne by Construction Manager, except to the extent the Construction Manager or a party for whom it is responsible, negligently causes such loss.
- 4.0 **Contingency** - GMP Deliverable excludes all cost associated with Owner and Design Contingencies. Construction Contingency does not provide for A/E errors and omissions and/or Owner requested changes during construction. Contingency is not to cover any overages of allowances, unforeseen conditions, hidden conditions, etc. Contingency is to be utilized to cover scope gap related to items that are shown on the plans but not necessarily part of the subcontractors scope package, as well as other Cost of the Work and General Conditions items.
- 5.0 **Sales Tax** - GMP Deliverable includes sales tax.
- 6.0 **Allowances** - Allowances identified in GMP Deliverable shall cover total cost of materials, labor, and equipment. CM mark-ups and fees are not included in the allowance values. For a complete listing of Allowances see the attached Allowances List.
- 7.0 **Major Exclusions** - The following items are not included in GMP Deliverable:
- 8.0 **General**
- 1 Financing costs
 - 2 Furniture, furnishings, soft goods and equipment. Loose stadium seating including tables, chairs, stools and player benches
 - 3 Land acquisition costs
 - 4 Threshold Inspection Services
 - 5 Property and boundary surveying
 - 6 Soils and subsurface investigation expenses
 - 7 Environmental fees
 - 8 Land, tree or wetland mitigation
 - 9 Decorator items
 - 10 Homeland security equipment, backbone and related devices
 - 11 Specialty consultants
 - 12 Design work, except as required for design-build work that is part of the Construction Manager's scope of work, if any.
 - 13 Noise permits
 - 14 Utility meters and meter deposits
 - 15 Utility tap and connection fees
 - 16 Hazardous materials surveying and removal, including but not limited to Asbestos and lead
 - 17 Property taxes
 - 18 All work associated with the MiLB Clubhouse
 - 19 Utility company fees

MM PT

**St Lucie County Sports Complex Modernization
Port St Lucie, FL
Guaranteed Maximum Price (GMP) Deliverable
REV 4
February 15, 2019**



Clarifications and Assumptions

- 20 Third party commissioning
- 21 NOT USED
- 22 LEED documentation
- 23 FM Global requirements not specifically included in Specifications
- 24 Televisions, menu boards and mounts
- 25 Trash receptacles inside Stadium
- 26 Magnometers at gate access points
- 27 Demucking
- 28 Wildlife Removal
- 29 Bringing up to code areas outside of the required construction areas
- 30 Stadium and MiLB Clubhouse PA System
- 31 Security surveillance equipment is excluded
- 32 All work associated with the Groundskeeper Maintenance Building
- 33 Warranty and/or guarantee on existing equipment, roof, structures, and utilities

- 8.0 **Cost Control Log (CCL)** - Refer to CCL included in GMP Amendment dated February 8, 2019. Owner, Architect and CM to work together to validate CCL items and associated Target Costs through established Value Engineering Proposal (VEP) process to bring CCL items to closure within 30 days. Upon completion of VEP process, an add or deduct GMP adjustment shall be made to reconcile the CCL items and associated costs that are approved by Owner. The following items on the CCL are allowances. Monies under the allowance value will be returned to Owner via GMP Amendment and monies over the allowance. BMC will be entitled to a GMP Amendment including markups.
- CCL Item W1 - Provide concrete deck ILO composite deck and sleepers (\$190,895)
 - CCL Item E2 - Alternate Light Fixture Package. Target \$100K Savings At Stadium Only (\$65,000)
 - CCL Item V8 - Reduce the cost for the entry canopy to a total remaining budget of \$75,000 (\$100,000)
 - CCL Item V19 - Place back (2) Oak Trees removed through site demolition \$20,000
 - CCL Item Z8 - Provide open area at RF concession to a portable cart location under the roof (\$396,850)
 - CCL Item Z9 - Owner Direct Purchase Tax Savings (\$150,000)

8.0 **Personnel Rates** - Not Applicable.

10.0 **Unit Prices** - Not Applicable

11.0 Not Applicable.

12.0 **Construction Schedule**

- 1 GMP approval has to be provided by Sterling Facility Services, LLC on February 19, 2019. GMP Amendment is required by February 20, 2019 to meet Substantial Completion dates.
- 2 Full Building Permits are required by **March 1, 2019**, for Stadium to meet Substantial Completion dates.
- 3 Reference the phasing plans and sketch showing the 2020 Spring Training availability. The 60 day punchlist activity begins once 2020 Spring Training is completed.
- 4 Regarding Inspections, Owner and CM agree that the ability of CM to deliver the Work on or before the Date(s) of Substantial Completion is dependent upon availability and timeliness of Inspections by City of Port St. Lucie and authorities having Jurisdiction over the Work. Notwithstanding anything herein to the contrary, delays to the Critical Path Schedule of the Work, which are caused in whole or part by the City of Port St. Lucie and/or Authorities Having Jurisdiction over the Work entitle CM to Claim an extension of Contract Time and an increase in Guaranteed Maximum Price, as provided by and pursuant to the Contract Documents.

Attachment B to GMP Amendment

**St Lucie County Sports Complex Modernization
Port St Lucie, FL
Guaranteed Maximum Price (GMP) Deliverable
REV 4
February 15, 2019**



Clarifications and Assumptions

- 5 The current project schedule assumes that the City of Port St. Lucie building department will work with the project team to issue temporary certificate of occupancy as areas are ready for turnover. The GMP does not include any fees if additional permits are required for selective turnover areas.
- 6 Work schedule during 2019 and 2020 Spring Training. On game days, work will cease two hours prior to game and non game days will be a normal work schedule.

13.0 **Clarifications** – The following clarifications are outlined to coincide with GMP Deliverable.

Div 1 - General

- 1 GMP Deliverable is based on all work being performed on standard shift time. Overtime and/or shift premiums are not included in the estimate.
- 2 Any specialty water intrusion, wind tunnel, sound, caulking, or other tests for fixed window lights or other exterior skin elements as may be required by local code and ordinance will be done by a testing laboratory provided and paid for by the owner.
- 3 GMP Deliverable is based on a (1) year warranty of the work after acceptance or turnover to the Owner (unless exceeded by requirements identified in the specifications).
- 4 GMP Deliverable is based on allowing parking on site for all trade contractors. Trade contractors are responsible for providing their own transportation to construction site.
- 5 Relocation of existing power, water, sewer, gas, telecom, cable, and fiber optic lines at the existing site that are not indicated on the Contract Documents are assumed to be provided by the Owner.
- 6 Temporary ticket office and team store is the responsibility of the Owner.

Div 2 - Sitework

- 1 Existing site soil materials have been assumed to be suitable for the building foundation support and sub-grade materials for all paved and Hardscape areas. Soil improvements or removal of deleterious soils has not been anticipated.
- 2 Work to construct offsite roadway improvements, utilities, or signalization required by the city, county, or state have not been included.
- 3 We have not included the removal of any underground fuel tanks, propane tanks, or fuel piping if applicable.
- 4 Cleaning and TV Inspection of the existing storm drainage systems is not included. Testing, repair, or acceptance of any existing utility systems has not been included.
- 5 Relocation of the existing gas lines, power, telecom, cable, and fiber optic lines has not been included and is assumed to be provided by the Owner. Existing lift station work is excluded.
- 6 Costs to bring power, water, sewer, communications, broadband, and cable utility services to the site are to be by the Owner.
- 7 Work to provide entry roadways or any other offsite roads and paving are not included except at Player Parking and off Peacock Blvd as shown on Contract Documents.

BA PT

Attachment B to GMP Amendment

St Lucie County Sports Complex Modernization
Port St Lucie, FL
Guaranteed Maximum Price (GMP) Deliverable
REV 4
February 15, 2019



Clarifications and Assumptions

- 8 Site concrete walkways are assumed to have normal scoring for crack control, and have not been priced to have a complex architectural scoring pattern.
- 9 57 Stone -- 4" thick -- gravel fill below the concourse is included.
- 10 Relocation of gas meter is excluded.
- 11 Relocation of existing irrigation pump house is excluded.
- 12 Four field access gates are excluded

Div 3 - Concrete

- 1 On-site existing soils are assumed to be acceptable sub-grade for slab-on-grade and foundation construction. Special granular or drainage fill materials under slab on grade are not included in the estimate.
- 2 Exposed concrete elements are assumed to have a standard formed concrete finish with minor removal of fins and form marks. We have not anticipated architectural concrete finishes in any areas.
- 3 Precast stair nosing are excluded.
- 4 We do not have included any patching, caulking or general repair to existing precast seating bowl elements.
- 5 Precast fabricator and installer are not PCI certified per 034100 spec section.

Div 4 - Masonry

- 1 Not used.

Div 5 - Metals

- 1 Fabrication labels and steel rolling labels shall not be required to be removed from the completed structure.
- 2 Stair nosing for interior or exterior stairs and steps have not been included.
- 3 Support steel for graphic scrim is not included.
- 4 Fall arrest support steel is not included.
- 5 Steel support for signage is not included.

Div 6 - Wood & Plastics

- 1 Cabinet bid as plastic laminate/melamine interior.
- 2 Stone is bid as separate pieces; no alignment of veins.
- 3 All toe kicks to be plywood.

Div 7 - Thermal & Moisture Protection

- 1 Roofing pricing is based upon the narrative and Florida Product Approval requirements. Pricing has not been included for any specific FM Global insurance requirements.
- 2 Metal Roof Screen Panels - Econolap 3/4" perforated is only available with a stainless-steel substrate for Florida Products Approval. Alternate BR5-36 is being used in this project.

LMM RT

Attachment B to GMP Amendment

St Lucie County Sports Complex Modernization
Port St. Lucie, FL
Guaranteed Maximum Price (GMP) Deliverable
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February 15, 2019



Clarifications and Assumptions

- 3 Specification 074213.13 Item 1.6.D.6. Centra does not provide an engineer for on-site supervision for the duration of the project.
- 4 Curved panels or trim are excluded - all metal panel materials are quoted as being segmented around the radius. Bullnose or radius edge of panels are excluded. Microlines extrusions for perforated products are excluded. Extruded trim for Intercept metal panels are excluded (not available from the manufacturer).
- 5 Fire testing for Intercept Entyre is excluded. Field testing of metal panels is excluded.
- 6 Individually removable panels are not included.
- 7 Metal panels expansion joints are not included.
- 8 Intercept pricing is based upon the panel sizes and orientations as shown on the architectural drawings at time of quote. Any changes to panel sizes and/or orientation after this date could result in an increase in raw material requirements and price.
- 9 All the materials to be the same color. Pricing excludes Micas, Metallics & Brilliant Series. Pricing of special/custom colors is based on Centra's ability to match in the specified system and is subject to review of customer's submitted color ship.
- 10 Coping caps are not tested or rated per ANSI/SPRI requirements and this is excluded where required.
- 11 Perforated BR6-36 in .040 Aluminum is priced in lieu of the specified Econolap 3/4". Econolap 3/4" is unavailable for this project.

Div 6 - Doors & Windows

- 1 Exterior and Interior door auto operators are excluded.
- 2 Card reader units, wiring from electrical source above doors to card readers, and programming of card readers is excluded.
- 3 Knox box is excluded.
- 4 Final door keying is the responsibility of the owner. Codes will be turned over.

Div 9 - Finishes

- 1 Moisture mitigation has been included at sheet vinyl, carpet and rubber flooring only. Should it be required at other types of flooring add \$4/sf.
- 2 AD-ST-2.1A states to remove carpet at Visitor's Clubhouse. Carpet is not shown in this location. The rubber flooring will be cleaned.
- 3 Acoustic panel dividers at ticketing are excluded.
- 4 Painting for the Stadium dugouts are not included, painting is included at the dugouts at the practice fields. Sandblasting of existing paint is excluded.
- 5 Repair of existing finishes are excluded unless noted on plans.
- 6 Insulation above the acoustical ceiling is not shown therefore not included.

LM PT

Attachment B to GMP Amendment

St Lucie County Sports Complex Modernization
Port St Lucie, FL
Guaranteed Maximum Price (GMP) Deliverable
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Clarifications and Assumptions

- 7 Hold down clips are included only at exterior door to 10'.
- 8 Access areas within the acoustical ceiling to gain access to MEP items above the acoustical ceiling are not included.
- 9 All interior partition and soffit metal framing are based on 20-GA (33 mils)-G40, 1-5/8" 2-1/2, 3-5/8" and 6" metal studs placed at 16" o/c with double 20-GA (33 mils) metal studs at each side of hollow metal door frames.
- 10 Deflection track (18 GA) is included at interior full height partition only.
- 11 Fire-rated drywall ceilings are not shown; therefore are not included.
- 12 Detail GB1 mentioned on page A-ST-4.1.3 is included when I beams coincide with Fire Rated walls only.
- 13 Z furring is included below I beams as required shooting with 1/2" Hilli pins. Not welded.
- 14 Backing included in this quote is limited to 2x6 fire treated wood backing is included at grab bars and run vertical at toilet partitions in restrooms, rows of wood 2x4 at wall-hung cabinets, row of wood 2x4 at base cabinets. Includes 3/4" FR plywood backing for T.V.'s at location indicated on Architectural drawings. Includes 5/8" FR Plywood backing at locations indicated in Food Service drawings. Backing or blocking not indicated in this proposal is not included.
- 15 Drywall ceilings are based on being framed with Drywall T-bar Suspension System in lieu of metal studs or channel iron and metal furring channels.
- 16 Insulation is based on 3" Thermafiber SAFB unfaced mineral insulation in the cavity of interior partitions as indicated.
- 17 Drywall is based on 5/8" Type X with 5/8" at all typical walls and ceilings, 5/8" moisture resistant in wet areas and 5/8" Densshield board in walls that receive ceramic tile.
- 18 Drywall finishing based on standard level 4 ready. No textures, plaster, first coat or finishing of joints at the cement board. Level 5 finishing is included on walls and ceilings that will receive Epoxy paint only.
- 19 2-Coat (5/8") cementitious waterproofing/vapor barrier directly applied to CMU substrate is included in lieu of details shown on plans and specifications.

Div 10 - Specialties

- 1 AED Cabinets are furnished and installed by the Owner.
- 2 Flagpoles by 911 Memorial will be demolished -- new flagpoles are not included.
- 3 Safes shown in offices 1.15.6 and 1.05.04 will not be provided, trunks in training room 1.01.01 and time clocks are also excluded.
- 4 Locking Metal safes in locker rooms are by others.
- 5 Under counter refrigerator in room 1.01.07, Refrigerators in room 1.12.04, and Refrigerator in MILB Conference Room 021 not included in estimate.
- 6 Toilet tissue dispensers, paper towel dispensers, soap dispensers, maker boards/tack boards, projection screens are excluded.
- 7 All graphics and signage are excluded.

2/17/19 PT

Attachment B to GMP Amendment

St Lucie County Sports Complex Modernization
Port St Lucie, FL
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Clarifications and Assumptions

8. Cubicle track at first aid is excluded.

Div 11 - Equipment

- 1 Trash Compactors shall be furnished and installed by the Owner's Trash Vendor. Required embed rails will be furnished by the Owner and installed as a part of this pricing.
- 2 Fitness, exercise, medical, and cardio equipment is not included.
- 3 40% payment is required upfront advanced payment from Owner to order Hydroworks Hydro pools.
- 4 Ten (10) portable pitching mounds and six (6) hitting mats are excluded.
- 5 Owner to remove all of the existing food service and laundry equipment before demolition is to begin.
- 6 Owner will remove all of the weight and training room equipment before demolition is to begin.
- 7 Owner to coordinate the health department inspections and pay inspection fees.

Div 12 - Furnishings

- 1 All artifacts, artwork, loose furniture, banquettes, office furniture, cubicles or other furnishings inclusive of installations are to be by the Owner. Blocking or backing for this work has not been assumed. All F.F + E. is to be furnished and installed by others.
- 2 Dugout Benches are excluded.
- 3 Bleachers currently located on the home practice field #2 will be relocated to the new area specified by Owner. Concrete pad for new location is not included.
- 4 Team store equipment is not included.
- 5 Painted metal cleat cleaning bench galvanized steel post and metal roof is excluded (Sheet A-CH-2.1).
- 6 GMP Deliverable includes a Dittmer style canopy in lieu of Porter-CEAS as specified for the walk-way canopy. This item has been deleted via the Cost Control Log (see CCL Item V-9).
- 7 Existing banners at Stadium are to be removed and reinstalled by Owner.

Div 14 - Conveying Systems

- 1 Manufacturer's standard finishes for cabs have been included. Custom elevator cab finishes have not been anticipated.
- 2 Elevator cab air conditioning is not included. Air Conditioning in lobbies is included per the Contract Documents.

Div 15 - Mechanical

- 1 Test and Balance is included as part of the mechanical contractor's scope.
- 2 Tie-in points to existing utilities are based on plans. Any deviation could result in additional funds.

Div 16 - Electrical

- 1 GMP Deliverable does not include equipment and terminations for low voltage systems, including but not limited to, security, sound and audio visual. Conduit and raceways are included to the extent shown on Contract Documents.

BM PT

**Exhibit 1 dated February 22, 2019 to the GMP Amendment for the
Renovation and Construction of the St. Lucie County Sports Complex in Port St. Lucie, FL**

A.1.1.6.1 Contingency and Contingency Use

The GMP is based on a Construction Manager's Contingency of \$1,500,000. This Contingency may only be used by Construction Manager for the following: (1) items of Work within the scope of this Agreement, but due to the Construction Manager's error, failed to be included in a Subcontract; (2) additional costs incurred as a result of a failure of a bidder to whom a portion of the Work is awarded in accordance with the Contract Documents to enter into a subcontract with the Construction Manager; (3) unanticipated market conditions and labor and material conditions; (4) casualty losses and related expenses uncompensated by insurance or otherwise and sustained by the Construction Manager in connection with the Work, except to the extent such losses or expenses are attributable, in whole or in part, to the Construction Manager's negligence; (5) additional, unanticipated Costs of the Works; (6) subcontract buyout errors; (7) errors and omissions in estimating; (8) costs incurred and/or required by the Construction Manager to accelerate performance of the Work as necessary to maintain the Construction Schedule as a result of an event causing a delay to the Project, including weather delays, for which the Construction Manager is not otherwise entitled to an adjustment of the GMP or extension of the Contract Time under this Agreement, provided that the Owner and Construction Manager have not jointly agreed to extend the Contract Time and (9) unanticipated General Conditions. For items (1) through (8) Construction Manager shall obtain prior written consent of any Contingency use in excess of \$100,000, the consent to which shall not be unreasonably withheld, with a response to be provided by Owner within three (3) business days following receipt of a request. Construction Manager shall obtain prior written consent of Contingency use for item (9), the consent to which shall not be unreasonably withheld, with a response to be provided by Owner within three (3) business days following receipt of a request. All approved items of Contingency shall be accounted for as a separate line item in each Application for Payment which includes the Contingency item to be paid. Any unused Contingency at time of project completion, following a final accounting for the project, shall be allocated as follows: 30% to the Construction Manager; 70% to the Owner, to be credited back to the New Improvements Budget and addressed as set forth in the Amended and Restated Facilities Use Agreement.

A.1.1.6.2 Owner Direct Purchase Program

For all qualifying material purchases in excess of \$50,000.00, as defined in the Second Amendment to the Amended and Restated Facilities Use Agreement for the St. Lucie County Sports Complex ("FUA"), attached hereto as Exhibit A, Construction Manager, by and through or on behalf of SFS, shall recommend and request the use of Owner Direct Purchasing in accordance with the FUA and Section 212.08(6), *Florida Statutes*, for the purpose of reducing overall sales tax incurred in constructing the New Improvements.

For each qualifying material purchase, as that term is defined in the FUA, and for other purchases as Owner may in its discretion direct, Construction Manager shall facilitate implementing Owner Direct Purchase, as follows:

- a. For each qualifying material purchase, Construction Manager shall complete, in full, the Vendor Requisition Form attached to the FUA Exhibit "Q," and submit the Vendor

**Exhibit 1 dated February 22, 2019 to the GMP Amendment for the
Renovation and Construction of the St. Lucie County Sports Complex in Port St. Lucie, FL**

Requisition Form to the Owner for approval along with a certification that the Construction Manager has reviewed Section 212.08(6), *Florida Statutes*, and determined the requested purchase to be a qualifying material purchase. Owner shall submit the completed Vendor Requisition Form to the County for its review. The Construction Manager shall furnish all necessary assistance and information requested by Owner or the County to assess a proposed Owner Direct Purchase, or to facilitate completing an Owner Direct Purchase.

- b. Construction Manager shall carefully review and approve all vendor-provided and other relevant documentation to ensure that all proposed Owner Direct Purchases comply strictly with the requirements of the Contract Documents. Construction Manager shall also carefully examine and verify all field construction criteria, field measurements, materials, and all applicable measurements and criteria to ensure that the proposed Owner Direct Purchase complies strictly with the requirements of the Contract Documents and that the Work can accept such proposed Owner Direct Purchase. Construction Manager shall ensure that all warranties for the proposed Owner Direct Purchase comply strictly with what is required by the Contract Documents. Submission of a Vendor Requisition Form to Owner for a proposed Owner Direct Purchase shall constitute Construction Manager's certification that Construction Manager has complied with the requirements of this Paragraph, that the proposed Owner Direct Purchase described in the Vendor Requisition Form complies strictly with the requirements of the Contract Documents, that the warranties comply with what is required by the Contract Documents, and that the Work can accept such proposed Owner Direct Purchase.
- c. Construction Manager understands that the County may, in its sole discretion, and at any time, approve or deny a request by Owner or the Construction Manager to implement a proposed Owner Direct Purchase.
- d. If the County approves the Vendor Requisition Form, then the County shall submit a Purchase Order, along with a copy of its Florida Consumer's Certificate of Exemption and Certificate of Entitlement, to the vendor. If the County denies the request, no further action will be taken and Owner and the Construction Manager may proceed with the purchase as a non-Owner Direct Purchase.
- e. All shipments made under the Owner Direct Purchasing program shall designate the goods to be free on board to the jobsite.
- f. If any material or product fails to be delivered or is not of the quantity or quality requested or otherwise fails to meet the requirements of the Purchase Order, the Construction Manager, acting for and on behalf of the County, shall work directly with the vendor to correct the faulty shipment. The Construction Manager is responsible for ensuring that all Owner Direct Purchases meet the standards set forth in the Purchase Order signed and submitted by the County.
- g. If, after reviewing the Purchase Order and the shipment, the Construction Manager determines that the shipment is complete and proper, it shall sign the proof of delivery on behalf of the County and direct the vendor to invoice the County directly.

**Exhibit 1 dated February 22, 2019 to the GMP Amendment for the
Renovation and Construction of the St. Lucie County Sports Complex in Port St. Lucie, FL**

- h. The Construction Manager shall place all Owner Direct Purchases into a protected storage area within the materials storage yard until such time as the material has been, or is being, incorporated in the project. Construction Manager shall be responsible for ensuring the security of all Owner Direct Purchases from the time of delivery through the time of incorporation.
- i. The County shall take title to, and assume all risk of loss for or damage to, the goods at the point of delivery from the vendor. The County will insure against all loss of or damage to materials or products purchased using Owner Direct Purchasing.
- j. To the extent permitted by applicable law, the Construction Manager shall be responsible for coordinating and receiving delivery of, inspecting, accepting delivery of, handling, safeguarding, and installing each Owner Direct Purchase to the same extent as if Contractor itself had procured such Owner Direct Purchase. Construction Manager shall cooperate with Owner and the County, and shall assist Owner and the County with any processes necessary for the County to take full advantage of any available tax advantages or savings, discounts, or deductions associated with the purchase of materials or equipment.
- k. The GMP shall, by Change Order or Construction Change Directive, be reduced by the cost of each Owner Direct Purchase, including the sales tax thereon; provided, however, that the cost of such Owner Direct Purchase (including the tax saved) shall be considered a Cost of the Work for the purposes of calculating the Construction Manager's Fee.
- l. Construction Manger shall track all tax savings realized through the use of Owner Direct Purchasing, and shall make recommendations as it deems appropriate, or as may be requested by Owner or the Architect, for the use an application of such savings. A current estimate or all tax savings realized or anticipated to be realized shall be prepared by Construction Manager and furnished to Owner and the County upon request.
- m. Construction Manager shall comply with all requirements of the Owner Direct Purchase process set forth above, and there shall be no increase to the Contract Time or the GMP for implementing the Owner Direct Purchase process, except for causes that are beyond the reasonable control of Construction Manager.
- n. Adjustments, whether an increase or decrease to issued Purchase Order amounts, may be required during the course of the Project, due to, including but not limited to, missed or added scope and other reasons. At the completion work associated with each Purchase Order, the Construction Manager and Subcontractor shall perform a reconciliation, in conjunction with the Owner, and any residual amounts remaining within the Purchase Order shall be returned to the Construction Manager who shall adjust the Subcontractor's contract amount via change order.

Exhibit Q

Vendor Requisition Form

Date:		REQ#	
Project Name:		Ship To Address:	
SLO Project #:		Address:	
Contractor:		Contractor Tel:	()
Contr. Project #:		Contact Person:	
Address:		Delivery Date:	
Address:		Fax Number:	()
Subcontractor:		Subcontr. Tel:	()
Subcontr. Project #:		Contact Person:	
Address:		Delivery Date:	
Address:		Fax Number:	()
Vendor/Supplier		Vendor Tel:	()
Project #:		Contact Person:	
Address:		Delivery Date:	
Address:		Fax Number:	()
Special Instructions:			

ITEM#	DESCRIPTION	QUANTITY	UNIT AMOUNT	TOTAL AMOUNT
				\$
				\$
				\$
				\$
Please submit quote from Vendor/ Supplier with Vendor Requisition Form (VRF)				
SubTotal				\$
FLORIDA Sales Tax ___%				\$
Sales Tax ___%				\$
Total:				\$

Important Note: It is imperative in the interest of prompt payment that all original invoices are sent directly to St Lucie County Board of County Commissioners, Attn: (Project Manager Name, 2300 Virginia Avenue, Fort Pierce, FL 34982. All invoices must reference the Project Name, Number and St Lucie County BOCC Purchase Order Number.

Contractor Name:	
Verified & Approved by:	Contractor
Approved by:	SLC Project Manager

PT

Exhibit A to Section A.1.1.6.2
Second Amendment to the Amended and Restated Facilities Use Agreement

**SECOND AMENDMENT TO
ST. LUCIE SPORTS COMPLEX
AMENDED AND RESTATED FACILITIES USE AGREEMENT**

THIS AMENDMENT ("Amendment"), made and entered into in triplicate as of February _____, 2019, by and between ST. LUCIE COUNTY, a political subdivision of the State of Florida ("County"), and STERLING FACILITY SERVICES, L.L.C., a New York limited liability company ("SFS").

WITNESSETH:

WHEREAS, the County and SFS entered into an Amended and Restated Facilities Use Agreement for the St. Lucie County Sports Complex (the "Project") as of January 24, 2017 (as amended, the "FUA"); and

WHEREAS, the parties desire to increase the overall New Improvements Budget;

WHEREAS, the parties desire to implement a process for seeking tax savings on large material purchases for this public Project in accordance with Section 212.08(6) of the Florida Statutes and Rule 12A-1.094 of the Florida Administrative Code; and

WHEREAS, the parties desire to enter into an amendment to the FUA to add the terms herein contained.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, IT IS AGREED AS FOLLOWS:

1. AMENDMENT OF SECTION 10(A) OF THE FUA

The FUA is hereby amended by adding the following language to the end of Section 10(A):

"In the event the New Improvements Budget exceeds \$55,000,000.00, SFS shall contribute up to an additional \$2,000,000.00 to the New Improvements Budget to cover any such excess, which sum shall be used and applied to the New Improvements as set forth in the FUA and any amendments thereto. The obligation to provide the additional funds is the sole responsibility of SFS and this Amendment shall not create or alter any obligation of the County with respect to the New Improvements Budget. Nothing stated in this Paragraph shall alter or limit SFS' obligation, as set forth in the second paragraph of this Section 10(A), to bear all costs of coverage beyond the additional \$2,000,000.00 in the event the New Improvements Budget is exceeded."

2. AMENDMENT OF SECTION 4 OF THE FIRST AMENDMENT TO THE FUA

The First Amendment to the FUA is hereby amended by deleting the following language found in Subsection (ii):

"The next \$1,000,000 of interest shall be used by the County [to] pay costs associated with the County's project to build softball fields (the "County Fields") in a location determined by the County (but not at the Sports Complex)"

And replacing such language with the following:

"The next \$1,000,000 of interest shall be used by the County to pay costs for any County improvements, renovations or modifications related to the Sports Complex, which in County's sole discretion, are necessary, with the remainder of any such funds allocated to the softball fields project at a location determined by County."

3. ADDITION OF SECTION 42 TO THE FUA

The FUA is hereby amended by adding the following Section 42 titled Owner Direct Purchasing Agreement:

"For qualifying material purchases in excess of \$50,000.00, the County may elect to implement an Owner Direct Purchase in accordance with Section 212.08(6) of the Florida Statutes at the request of SFS. It is the sole discretion and responsibility of SFS, in connection with the Construction Manager building the Project, to recommend and request the use of Owner Direct Purchasing on qualifying purchases. The County has no obligation or responsibility to determine if qualifying purchases exist or to recommend the use of Owner Direct Purchasing to incur tax savings. Furthermore, the County may deny a request for failure to conform to the requirements of this Section of the FUA or if the County determines in its reasonable discretion that an Owner Direct Purchase would not comply with Section 212.08(6) of the Florida Statutes. If any purchase made pursuant to this Agreement incurs a tax penalty, then the liability shall be distributed as follows:

- a. Any and all sales tax liability incurred as result of SFS' failure to comply with the material terms and requirements of the FUA, as amended, shall be paid from the New Improvements Budget. However, to the extent any such liability exceeds the Budget, the unpaid amount shall be paid by SFS.
- b. Any and all sales tax liability incurred as a result of the process set forth herein being rejected for failure to meet the requirements of the law shall be paid from the New Improvements Budget in accordance with Section 10 of this FUA.

For purposes of this FUA, a "qualifying material purchase" means any purchase of materials for use at the project that: (1) meets the requirements of Section 212.08(6) of the Florida Statutes; (2) meets in all respects the material specifications set forth in the Contract Documents and Approved Submittals; and (3) is in excess of \$50,000.00.

For qualifying material purchases identified by SFS, the following procedures shall apply:

- c. SFS shall complete, in full, the Vendor Requisition Form attached hereto as Exhibit "Q," and submit the Vendor Requisition Form to the County for approval along with a certification that SFS has reviewed Section 212.08(6) of the Florida Statutes and determined the requested purchase to be a qualifying material purchase. The County shall designate, in writing, a purchasing officer for this Project, which shall be the designated recipient of any Vendor Requisition Forms.
- d. Within a reasonable time, but no later than two weeks after receipt of the request, the County shall review the Vendor Requisition Form and either approve or deny the request. The County will promptly inform SFS of its decision with

respect to the request. If the County approves the request, it shall submit a Purchase Order, along with a copy of its Florida Consumer's Certificate of Exemption and Certificate of Entitlement, to the vendor. If the County denies the request, no further action will be taken and SFS may proceed with the purchase as a non-Owner Direct Purchase.

e. All shipments made under the Owner Direct Purchasing program shall designate the goods to be free on board to the jobsite.

f. Upon delivery of materials purchased pursuant to this Section of the FUA, SFS or its designee, acting for and on behalf of the County, shall ensure that the delivery complies with the terms of the Purchase Order submitted to the vendor by the County. This obligation shall include, but not be limited to, ensuring timely delivery, conformance of the material to the Purchase Order in quality, quantity, and all other respects, and ensuring that the materials are in a good and usable condition for the intended purpose.

g. If any material or product fails to be delivered or is not of the quantity or quality requested or otherwise fails to meet the requirements of the Purchase Order, SFS or its designee, acting for and on behalf of the County, shall work directly with the vendor to correct the faulty shipment. SFS is responsible for ensuring that all Owner Direct Purchases made pursuant to the FUA meet the standards set forth in the Purchase Order signed and submitted by the County.

h. If, after reviewing the Purchase Order and the shipment, SFS determines that the shipment is complete and proper, it shall sign the proof of delivery on behalf of the County and direct the vendor to invoice the County directly.

i. Upon submission of an invoice to the County for payment, SFS shall place all materials purchased pursuant to this Agreement into an enclosed storage area within the materials storage yard until such time as the material has been, or is being, incorporated in the project. SFS shall be responsible for ensuring the security of all County purchased materials from the time of acceptance through the time of incorporation.

j. Once receipt of the shipment has been confirmed, the County shall be invoiced directly and shall pay the invoice from the New Improvements Budget in accordance with Section 10 of this FUA.

k. The County shall take title to, and assume all risk of loss for or damage to, the goods at the point of delivery from the vendor. The County will insure against all loss of or damage to materials or products purchased using Owner Direct Purchasing. Nothing in this paragraph shall act to abrogate, alter, modify, or otherwise change the terms of Section 13 of the FUA or applicable laws regarding liability with respect to any materials purchased for, used in, or incorporated into the Project.

l. The procedures set forth herein shall apply to and be the only procedures governing Owner Direct Purchases on this Project.

4. All tax savings generated through the use of Owner Direct Purchases shall be accounted for as a

credit in the New Improvements Budget and used exclusively to implement the New Improvements as defined and agreed to in the FUA.

5. Except as amended herein, the remaining terms and conditions of the FUA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first set forth above, as follows:

ATTEST:

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
Chair

Date signed: _____

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
County Attorney

WITNESSES:

STERLING FACILITY SERVICES, L.L.C.
a New York limited liability company

BY: _____

Name: Keith Taylor
Title: Vice President

Date signed: 2/22/13

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____ 2019, by _____ as _____ of the St. Lucie County Board of County Commissioners.

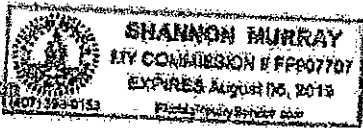
Identification

Notary Public, State of Florida
My Commission Expires:
Personally known _____ OR Produced _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 22 day of FEBRUARY 2019 by Paul T. Miller as Vice President of STERLING FACILITY SERVICES, L.L.C., a New York limited liability company.

Identification

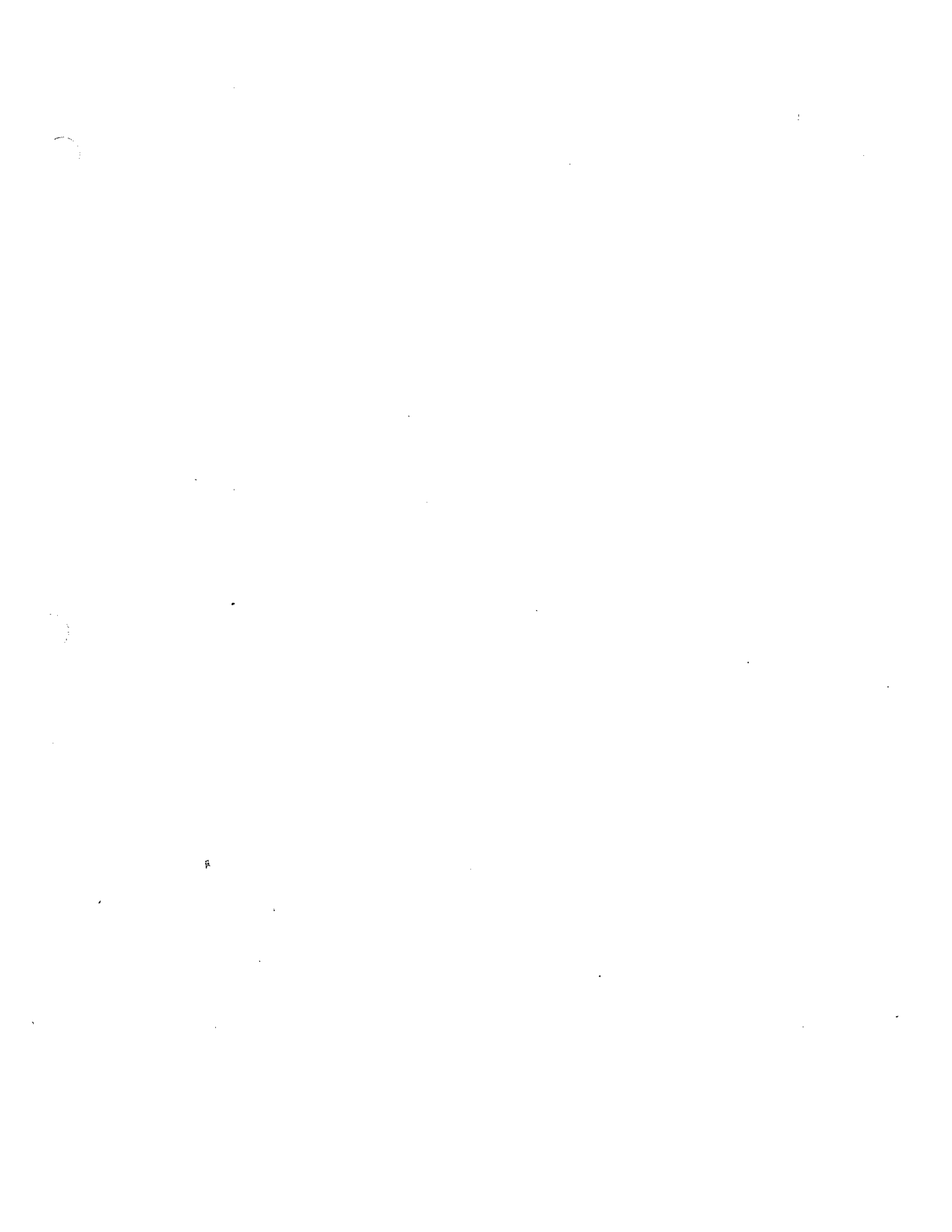


Notary Public, State of Florida
My Commission Expires: Aug 6, 2019
Personally known _____ OR Produced _____

Exhibit "Q"
Vendor Requisition Form

Vendor Requisition Form

Date: _____	REQ# _____																																													
Project Name: _____	Ship To Address: _____																																													
SLC Project #: _____	Address: _____																																													
Contractor: _____	Contractor Tel: () _____																																													
Contr. Project #: _____	Contact Person: _____																																													
Address: _____	Delivery Date: _____																																													
Address: _____	Fax Number: () _____																																													
Subcontractor: _____	Subcont. Tel: () _____																																													
Subcontr. Project #: _____	Contact Person: _____																																													
Address: _____	Delivery Date: _____																																													
Address: _____	Fax Number: () _____																																													
Vendor/Supplier _____	Vendor Tel: () _____																																													
Project #: _____	Contact Person: _____																																													
Address: _____	Delivery Date: _____																																													
Address: _____	Fax Number: () _____																																													
Special Instructions: _____																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">ITEM#</th> <th style="width: 40%;">DESCRIPTION</th> <th style="width: 10%;">QUANTITY</th> <th style="width: 10%;">UNIT AMOUNT</th> <th style="width: 10%;">TOTAL AMOUNT</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td style="text-align: right;">\$</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td style="text-align: right;">\$</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td style="text-align: right;">\$</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td style="text-align: right;">\$</td> </tr> <tr> <td colspan="3">Please submit quotes from Vendor/ Supplier with Vendor Requisition Form (VRF)</td> <td style="text-align: right;">SubTotal</td> <td style="text-align: right;">\$</td> </tr> <tr> <td colspan="3"> </td> <td style="text-align: right;">Sales Tax _____ %</td> <td style="text-align: right;">\$</td> </tr> <tr> <td colspan="3"> </td> <td style="text-align: right;">Sales Tax _____ %</td> <td style="text-align: right;">\$</td> </tr> <tr> <td colspan="3"> </td> <td style="text-align: right;">Total:</td> <td style="text-align: right;">\$</td> </tr> </tbody> </table>		ITEM#	DESCRIPTION	QUANTITY	UNIT AMOUNT	TOTAL AMOUNT					\$					\$					\$					\$	Please submit quotes from Vendor/ Supplier with Vendor Requisition Form (VRF)			SubTotal	\$				Sales Tax _____ %	\$				Sales Tax _____ %	\$				Total:	\$
ITEM#	DESCRIPTION	QUANTITY	UNIT AMOUNT	TOTAL AMOUNT																																										
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Please submit quotes from Vendor/ Supplier with Vendor Requisition Form (VRF)			SubTotal	\$																																										
			Sales Tax _____ %	\$																																										
			Sales Tax _____ %	\$																																										
			Total:	\$																																										
<p>Important Note: It is imperative in the interest of prompt payment that all original invoices are sent directly to St Lucie County Board of County Commissioners, Attn: (Project Manager Name), 2300 Virginia Avenue, Fort Pierce, FL 34982. All invoices must reference the Project Name, Number and St Lucie County BOCC Purchase Order Number.</p>																																														
Contractor Name: _____																																														
Verified & Approved by: _____	Contractor																																													
Approved by: _____	SLC Project Manager																																													



Item No.	Description	Unit	Quantity	Unit Price	Total Price	Revision Date
PS-1	STADIUM SUITE & PRESS LEVEL PLAN - NEW WORK - EXISTING CONDITIONS - FIRE ALARM	Fire Alarm	0			08/09/2018
PS-2	MILB CLUBHOUSE PRESS LEVEL PLAN - NEW WORK - EXISTING CONDITIONS - FIRE ALARM	Fire Alarm	0			06/01/2018
PS-3	MILB CLUBHOUSE ROOF PLAN - EXISTING CONDITIONS - NEW WORK - FIRE ALARM	Fire Alarm	0			03/09/2018
PS-4	AREAS 1, 2, 3, 4 & 5 GRADING PLAN	Playing Field	0			08/09/2018
PS-5	AREAS 1, 2, 3, 4 & 5 SUBDRAINAGE PLAN	Playing Field	0			08/09/2018
PS-6	KEY PLAN	Playing Field	0			08/09/2018
PS-7	AREAS 1, 2, 3, 4 & 5 IRRIGATION PLAN	Playing Field	0			08/09/2018
PS-8	AREAS 1, 2, 3, 4 & 5 DIMENSIONING PLANS	Playing Field	0			08/09/2018
PS-9	AREAS 1, 2, 3, 4 & 5 PLUMBING ROUGH-IN PLAN	Playing Field	0			08/09/2018
PS-10	AREA 5 MILB BATTING TUNNELS GRADING PLAN	Playing Field	0			08/09/2018
PS-11	AREA 5 MILB BATTING TUNNELS SUBDRAINAGE PLAN	Playing Field	0			08/09/2018
PS-12	AREA 5 MILB BATTING TUNNELS DIMENSIONING PLANS	Playing Field	0			08/09/2018
PS-13	AREA 5 MILB BATTING TUNNELS PLUMBING ROUGH-IN PLAN	Playing Field	0			08/09/2018
PS-14	AREA 5 MILB BATTING TUNNELS IRRIGATION PLAN	Playing Field	0			08/09/2018
PS-15	AREA 5 MILB BATTING TUNNELS GRADING PLAN	Playing Field	0			08/09/2018
PS-16	NEW SYNTHETIC TURF DETAILS FOR AGILITY RUNNING FIELDS, BATTING TUNNELS, PITCHING PAGES & BUILDINGS	Playing Field	0			08/09/2018
PS-17	SYNTHETIC TURF DETAILS FOR AGILITY RUNNING FIELDS, BATTING TUNNELS, PITCHING PAGES & BUILDINGS	Playing Field	0			08/09/2018
PS-18	MILB INFIELD NATURAL TURF DETAILS	Playing Field	0			08/09/2018
PS-19	MILB INFIELD NATURAL TURF DETAILS	Playing Field	0			08/09/2018
PS-20	COMMISSARY AND KITCHEN FOOD SERVICE EQUIPMENT PLAN	Food Service	0			08/09/2018
PS-21	COMMISSARY AND KITCHEN EXHAUST HOOD DETAILS	Food Service	0			08/09/2018
PS-22	COMMISSARY AND KITCHEN S.E. ELECTRICAL ROUGH-IN PLAN	Food Service	0			08/09/2018
PS-23	COMMISSARY AND KITCHEN S.E. PLUMBING ROUGH-IN PLAN	Food Service	0			08/09/2018
PS-24	COMMISSARY AND KITCHEN S.E. SPECIAL CONDITIONS PLAN	Food Service	0			08/09/2018
PS-25	COMMISSARY AND KITCHEN S.E. EQUIPMENT SCHEDULE	Food Service	0			08/09/2018
PS-26	MILB PLAYER AND PRESS DINING S.E. ELECTRICAL ROUGH-IN PLAN	Food Service	0			08/09/2018
PS-27	MILB PLAYER AND PRESS DINING S.E. PLUMBING ROUGH-IN PLAN	Food Service	0			08/09/2018
PS-28	MILB PLAYER AND PRESS DINING S.E. SPECIAL CONDITIONS PLAN	Food Service	0			08/09/2018
PS-29	MILB PLAYER AND PRESS DINING S.E. EQUIPMENT SCHEDULE	Food Service	0			08/09/2018
PS-30	THIRD BASE CONCESSION STAND FOOD SERVICE EQUIPMENT PLAN	Food Service	0			08/09/2018
PS-31	THIRD BASE CONCESSION STAND FOOD SERVICE EQUIPMENT PLAN	Food Service	0			08/09/2018
PS-32	THIRD BASE CONCESSION STAND S.E. ELECTRICAL ROUGH-IN PLAN	Food Service	0			08/09/2018
PS-33	THIRD BASE CONCESSION STAND S.E. PLUMBING ROUGH-IN PLAN	Food Service	0			08/09/2018
PS-34	THIRD BASE CONCESSION STAND S.E. SPECIAL CONDITIONS PLAN	Food Service	0			08/09/2018
PS-35	THIRD BASE CONCESSION STAND S.E. EQUIPMENT SCHEDULE	Food Service	0			08/09/2018
PS-36	FIRST BASE CONCESSION STAND FOOD SERVICE EQUIPMENT PLAN	Food Service	0			08/09/2018
PS-37	FIRST BASE CONCESSION STAND FOOD SERVICE EQUIPMENT PLAN	Food Service	0			08/09/2018
PS-38	FIRST BASE CONCESSION STAND S.E. ELECTRICAL ROUGH-IN PLAN	Food Service	0			08/09/2018
PS-39	FIRST BASE CONCESSION STAND S.E. PLUMBING ROUGH-IN PLAN	Food Service	0			08/09/2018
PS-40	FIRST BASE CONCESSION STAND S.E. SPECIAL CONDITIONS PLAN	Food Service	0			08/09/2018
PS-41	FIRST BASE CONCESSION STAND S.E. EQUIPMENT SCHEDULE	Food Service	0			08/09/2018
PS-42	MILB PLAYERS DINING FOOD SERVICE EQUIPMENT PLAN	Food Service	0			08/09/2018
PS-43	MILB PLAYERS DINING EXHAUST HOOD DETAILS	Food Service	0			08/09/2018
PS-44	MILB PLAYERS DINING S.E. ELECTRICAL ROUGH-IN PLAN	Food Service	0			08/09/2018
PS-45	MILB PLAYERS DINING S.E. PLUMBING ROUGH-IN PLAN	Food Service	0			08/09/2018
PS-46	MILB PLAYERS DINING S.E. SPECIAL CONDITIONS PLAN	Food Service	0			08/09/2018
PS-47	MILB PLAYERS DINING S.E. EQUIPMENT SCHEDULE	Food Service	0			08/09/2018
PS-48	MILB PLAYERS DINING S.E. EQUIPMENT SCHEDULE	Food Service	0			08/09/2018

St. Lucie County Sports Complex Modernization

Port St. Lucie Florida

Item Name	Specs Number	Submittal	Issued For Construction	Issued For Construction	Review Date	Shop Notes
TIK BAR, FOODSERVICE EQUIPMENT PLAN & SCHEDULE	FS-11	Food Service	0	Issued for Construction	03/01/2018	
TIK BAR, F.S. EQUIPMENT ELECTRICAL ROUGH-IN PLAN	FS-11E	Food Service	0	Issued for Construction	03/01/2018	
TIK BAR, F.S. EQUIPMENT PLUMBING ROUGH-IN PLAN	FS-11P	Food Service	0	Issued for Construction	03/01/2018	
TIK BAR, F.S. EQUIPMENT SPECIAL CONDITIONS PLAN	FS-11SC	Food Service	0	Issued for Construction	03/01/2018	
FOODSERVICE EQUIPMENT NOTES	FS-N	Food Service	0	Issued for Construction	03/01/2018	
GENERAL ELEVATOR INFORMATION ELEVATOR 1	V701	Vertical Transportation	0	Issued for Construction	03/01/2018	
PLANS AND HOISTWAY SECTION ELEVATOR 1	V702	Vertical Transportation	0	Issued for Construction	06/01/2018	



Barton

Malow

St. Lucie County
Sports Complex Modernization

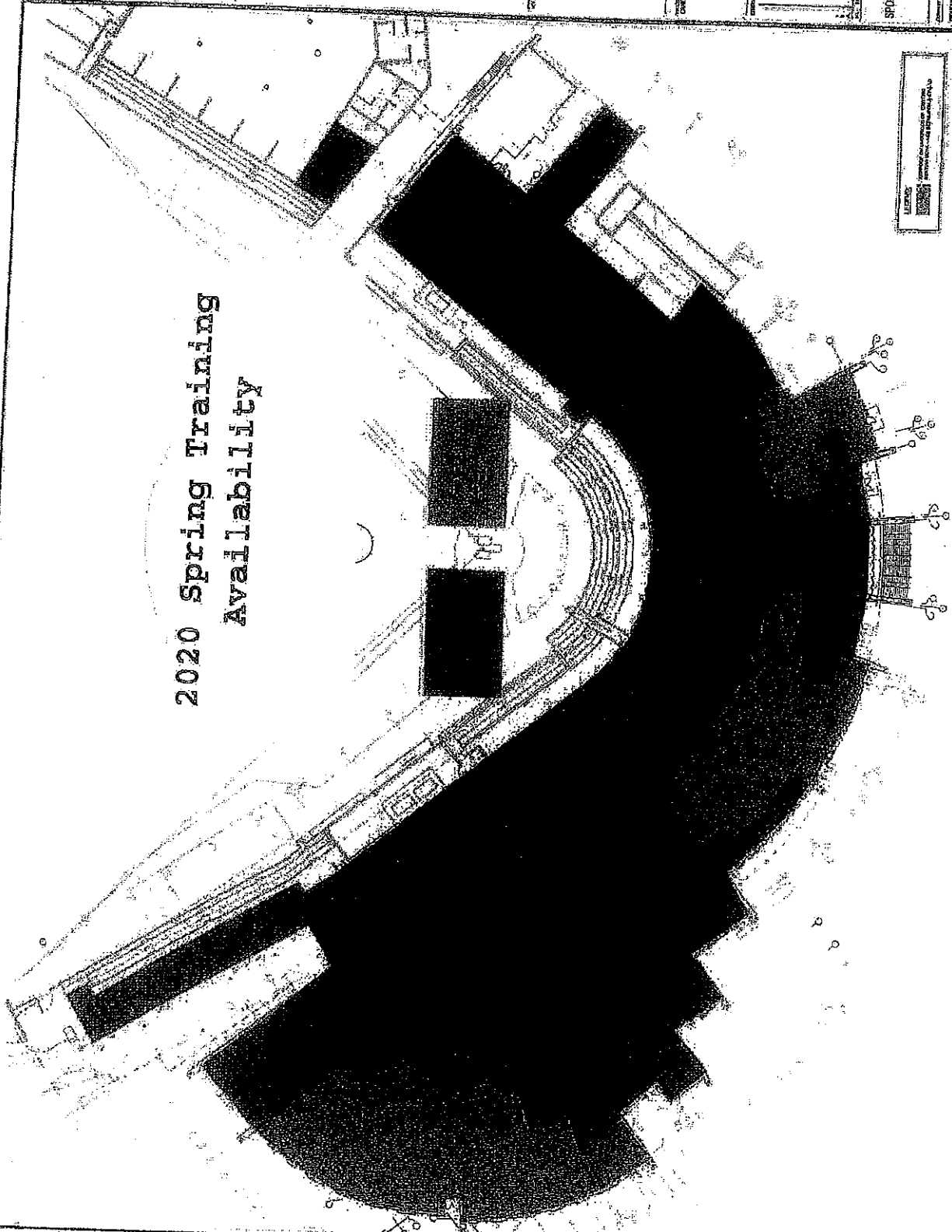
Schedule

**EWING
COLE**

Professional Engineer
No. 123456789
State of Missouri
Professional Seal

1000 South Main Street
St. Louis, MO 63102
Tel: (314) 123-4567
Fax: (314) 987-6543
www.ewingcole.com

2020 Spring Training Availability



LEGEND
1. 2020 Spring Training Availability
2. 2020 Spring Training Availability

ST. LOUIS COUNTY
SPORTS COMPLEX MODERNIZATION
PORT ST. LOUIS, MISSOURI

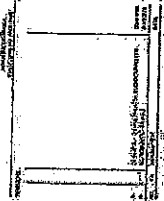
CD A-SI-11C

**EWING
COLE**

Architects
1000 N. W. 10th Street
Fort Lauderdale, Florida 33304

Professional Seal
Professional Engineer
Professional Architect
Professional Surveyor

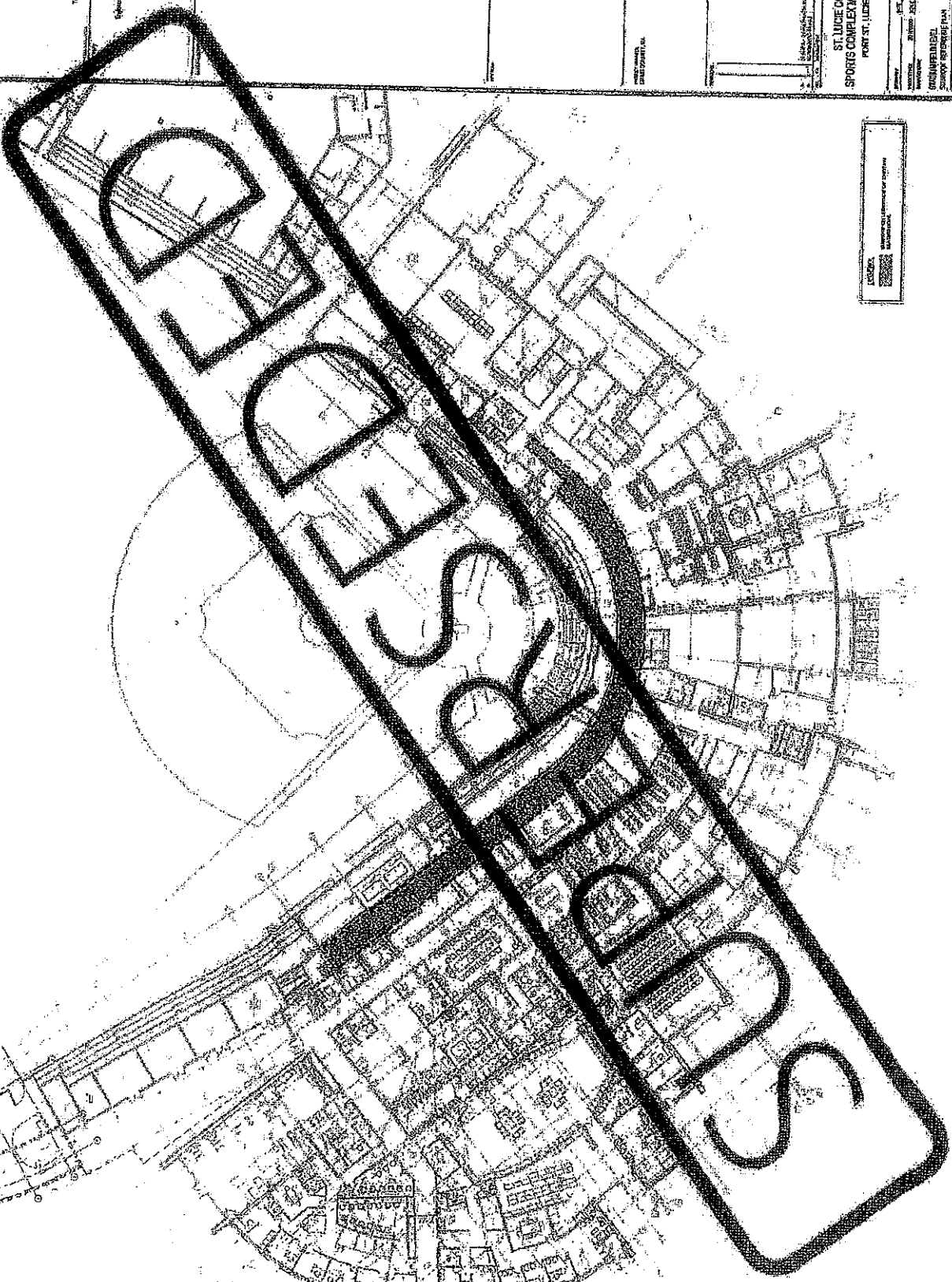
DATE: 11/15/10
PROJECT: ST. LUCE COUNTY
SPORTS COMPLEX MODERNIZATION



ST. LUCE COUNTY
SPORTS COMPLEX MODERNIZATION
PORT ST. LUCE, FLORIDA

PROJECT NO. 10-00000000000000000000
DRAWING NO. 10-00000000000000000000
DATE: 11/15/10
SCALE: AS SHOWN

CD A-ST-1.1C



LEGEND
SYMBOLS AND DESCRIPTIONS

St. Lucie County Sports Complex

Activity ID

MS Main Layout

Activity Name

OD

RD

Start

Finish

07-Feb-19 17:05

PR-01-120	Advertise GMP Package	30	0	29-Aug-18A	29-Sep-18A
PR-01-60	Subcontractor Bidding Period	24	0	31-Aug-18A	02-Oct-18A
PR-01-20	Issue Bid Pack	0	0	31-Aug-18A	
PR-01-70	Bids Due - Bid Pack	0	0		02-Oct-18A
PR-01-80	Bids Review - Bid Pack	15	0	03-Oct-18A	16-Nov-18A
PR-01-130	Steering to discuss VE/Budget Concerns	10	4	16-Nov-18A	07-Feb-19
PR-01-100	Submit GMP	0	0		07-Feb-19
PS-310	Steering Issue: NTP	0	0	11-Feb-19	
PR-01-80	Award Sub's LOI	0	0	12-Feb-19	
PR-01-110	County Board Meeting for GMP Approval	0	0		19-Feb-19

Activity Name	OD	RD	Start	Finish
Pre-Engineered Bldg (Batting Cage) Submittal Development	10	10	19-Feb-19	07-Mar-19
Chiller Submittal Development	10	10	19-Feb-19	07-Mar-19
Steel Submittal Development	30	30	19-Feb-19	12-Apr-19
Concrete Submittal Development	10	10	19-Feb-19	07-Mar-19
MILB Shooting Submittal Development	15	15	19-Feb-19	07-Mar-19
Food Service Submittal Development	10	10	28-Feb-19	20-Mar-19
Pile Submittal Development	10	10	28-Feb-19	20-Mar-19
AHU Submittal Development	10	10	11-Mar-19	29-Mar-19
Hydrotherapy Pool Submittal Development	10	10	25-Mar-19	05-Apr-19
Metal Panel Submittal Development	30	30	25-Mar-19	03-May-19
Curtain Wall Submittal Development	10	10	25-Mar-19	05-Apr-19
Fire Sprinkler Submittal Development	30	30	26-Mar-19	08-May-19
Precast Concrete Steps Submittal Development	10	10	08-Apr-19	19-Apr-19
Batting Cage Netting Submittal Development	10	10	22-Apr-19	03-May-19
Elevator Submittal Development	10	10	20-May-19	03-Jun-19
Pre-Engineered Bldg (Batting Cage) Submittal Review	10	10	17-Jun-19	17-Jun-19
Chiller Submittal Review	10	10	11-Mar-19	29-Mar-19
Concrete Submittal Review	10	10	11-Mar-19	29-Mar-19
Food Service Submittal Review	10	10	25-Mar-19	05-Apr-19
Pile Submittal Review	10	10	25-Mar-19	05-Apr-19
MILB Shooting Submittal Review	10	10	25-Mar-19	05-Apr-19

Activity Name: Advertise GMP Package

Activity Name: Subcontractor Bidding Period

Activity Name: Issue Bid Pack

Activity Name: Bids Due - Bid Pack

Activity Name: Bids Review - Bid Pack

Activity Name: Steering to discuss VE/Budget Concerns

Activity Name: Submit GMP

Activity Name: Steering Issue: NTP

Activity Name: Award Sub's LOI

Activity Name: County Board Meeting for GMP Approval

Activity Name: Pre-Engineered Bldg (Batting Cage) Submittal Development

Activity Name: Chiller Submittal Development

Activity Name: Steel Submittal Development

Activity Name: Concrete Submittal Development

Activity Name: MILB Shooting Submittal Development

Activity Name: Food Service Submittal Development

Activity Name: Pile Submittal Development

Activity Name: AHU Submittal Development

Activity Name: Hydrotherapy Pool Submittal Development

Activity Name: Metal Panel Submittal Development

Activity Name: Curtain Wall Submittal Development

Activity Name: Fire Sprinkler Submittal Development

Activity Name: Precast Concrete Steps Submittal Development

Activity Name: Batting Cage Netting Submittal Development

Activity Name: Elevator Submittal Development

Activity Name: Pre-Engineered Bldg (Batting Cage) Submittal Review

Activity Name: Chiller Submittal Review

Activity Name: Concrete Submittal Review

Activity Name: Food Service Submittal Review

Activity Name: Pile Submittal Review

Activity Name: MILB Shooting Submittal Review

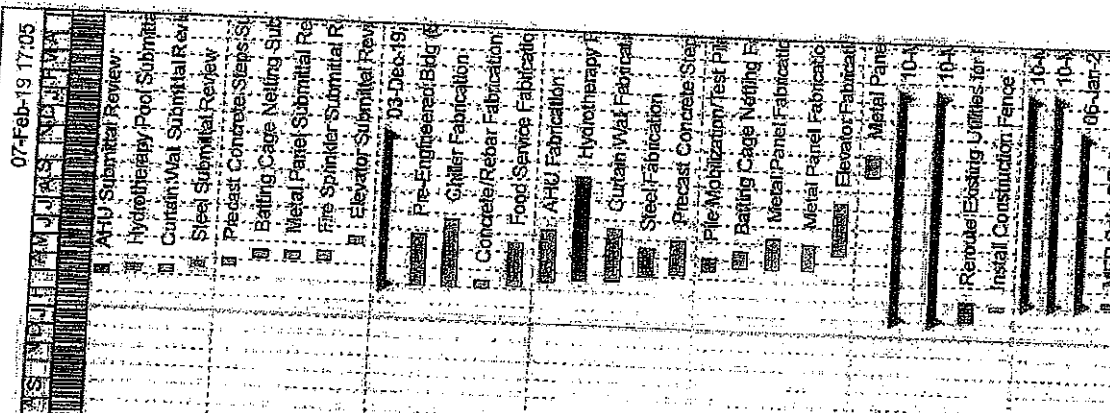
St. Lucie County Sports Complex

MS Main; Layout

Activity ID

07-Feb-19 17:05

Activity ID	Activity Name	OD	RD	Start	Finish
A1260	AHU Submittal Review	10	10	01-Apr-19	12-Apr-19
A1370	Hydrotherapy Pool Submittal Review	10	10	08-Apr-19	19-Apr-19
A1100	Curtain Wall Submittal Review	10	10	08-Apr-19	19-Apr-19
A1040	Steel Submittal Review	10	10	15-Apr-19	26-Apr-19
A1490	Precast Concrete Steps Submittal Review	10	10	22-Apr-19	03-May-19
A1370	Battling Cage Netting Submittal Review	10	10	06-May-19	17-May-19
A1130	Metal Panel Submittal Review	10	10	06-May-19	17-May-19
A1240	Fire Sprinkler Submittal Review	10	10	07-May-19	20-May-19
A1450	Elevator Submittal Review	10	10	04-Jun-19	17-Jun-19
A1350	Pre-Engineered Bldg (Battling Cage) Fabrication	60	60	01-Apr-19	24-Jun-19
A1170	Chiller Fabrication	80	80	01-Apr-19	23-Jul-19
A1020	Concrete/Rebar Fabrication	10	10	01-Apr-19	12-Apr-19
A1410	Food Service Fabrication	50	50	08-Apr-19	17-Jun-19
A1270	AHU Fabrication	50	60	15-Apr-19	09-Jul-19
A1320	Hydrotherapy Pool Fabrication	120	120	22-Apr-19	09-Oct-19
A1110	Curtain Wall Fabrication	60	60	22-Apr-19	16-Jul-19
A1050	Steel Fabrication	35	35	29-Apr-19	17-Jun-19
A1590	Precast Concrete Steps Fabrication	40	40	06-May-19	01-Jul-19
A1080	Pile Mobilization/Rest Piles	15	15	15-May-19	05-Jun-19
A1390	Battling Cage Netting Fabrication	20	20	20-May-19	17-Jun-19
A1140	Metal Panel Fabrication (Interpet)	35	35	20-May-19	09-Jul-19
A2230	Metal Panel Fabrication (Perforated)	30	30	20-May-19	01-Jul-19
A1460	Elevator Fabrication	60	60	18-Jun-19	11-Sep-19
A1420	Metal Panel Fabrication (Interpet Perimeter Panels)	25	25	28-Oct-19	03-Dec-19
STFL-D380	Re-route Existing Utilities for PSL Mats Season	25	25	01-Mar-19	05-Apr-19
PS-270	Install Construction Fence	5	5	26-Mar-19	01-Apr-19
Field Level - Stadium					
Also D - Field Level					
STFL-B230	MEP Sales Off-Area -FLD	5	5	08-Apr-19	12-Apr-19



Actual Work Critical Remaining W...

Remaining Work Milestone

Page 3 of 13

GMP Schedule

© Oracle Corporation

St Lucie County Sports Complex

Activity ID

MS Main Layout

Activity Name

07-Feb-19 17:05

Activity Name	OD	RD	Start	Finish
STFL-D270 Demo Area - FL-D	12	12	15-Apr-19	30-Apr-19
STFL-D260 Pool Pit Structure	25	25	01-May-19	05-Jun-19
STFL-D290 Micro Piles - FL-D	5	5	06-Jun-19	12-Jun-19
STFL-D350 Chilled Water Pipe Stub-in - FL-D	3	3	13-Jun-19	17-Jun-19
STFL-D100 Foundations - FL-D	15	15	13-Jun-19	03-Jul-19
STFL-D160 Structural Steel - FL-D	15	15	05-Jul-19	25-Jul-19
STFL-D170 Decking & Detailing - FL-D	10	10	19-Jul-19	01-Aug-19
STFL-D130 CMU Stem Wall - FL-D	5	5	02-Aug-19	08-Aug-19
STFL-D120 Plumbing Under Slab Rough-in - FL-D	15	15	02-Aug-19	22-Aug-19
STFL-D710 Electrical U/G Slab RI - FL-D	10	10	02-Aug-19	15-Aug-19
STFL-D740 Exterior Wall Framing - FL-D	20	20	09-Aug-19	06-Sep-19
STFL-D140 Slab On Grade - FL-D	10	10	16-Aug-19	29-Aug-19
STFL-D750 Exterior Wall Sheathing - FL-D	15	15	23-Aug-19	13-Sep-19
STFL-D200 Roofing (Lower Area) - FL-D	10	10	09-Sep-19	20-Sep-19
STFL-D160 Exterior Wall Vapor Barrier - FL-D	10	10	09-Sep-19	20-Sep-19
STFL-D310 Rooftop AHU Units - FL-D	5	5	22-Sep-19	27-Sep-19
STFL-D230 Curtain Wall - FL-D	10	10	23-Sep-19	04-Oct-19
STFL-D760 Screen Wall Metal Panel - FL-D	10	10	30-Sep-19	11-Oct-19
STFL-D190 Stucco - FL-D	20	20	07-Oct-19	01-Nov-19
STFL-D240 Intercept Metal Panels - FL-D (Interior Panels)	35	35	04-Nov-19	26-Dec-19
STFL-D250 Exterior Paint - FL-D	5	5	25-Nov-19	03-Dec-19
STFL-D730 Intercept Perimeter Metal Panels - All Remaining Areas	20	20	04-Dec-19	06-Jan-20
STFL-D840 CMU Interior Walls - FL-D	30	30	30-Aug-19	11-Oct-19
STFL-D320 Frame/Hang & Finish Drywall Electrical Rm - FL-D	8	8	09-Sep-19	18-Sep-19
STFL-D370 Spray Fire Proofing - FL-D	2	2	19-Sep-19	20-Sep-19
STFL-D360 Sprayed Insulation - FL-D	3	3	23-Sep-19	25-Sep-19
STFL-D330 1 Set Electrical Panels/Ceas - FL-D	5	5	23-Sep-19	27-Sep-19
STFL-D170 MP Rough-in Above Ceiling - FL-D	40	40	26-Sep-19	20-Nov-19
STFL-D420 Subroof - FL-D	5	5	26-Sep-19	02-Oct-19
STFL-D720 Electrical Rough-in Above Ceiling - FL-D	30	30	26-Sep-19	06-Nov-19
STFL-D340 Pull Main Power Terminate - FL-D	5	5	30-Sep-19	04-Oct-19
STFL-D700 Fire Protection - FL-D	5	5	14-Nov-19	20-Nov-19

Legend: Actual Work, Remaining Work, Critical Remaining Work, Milestone

St. Lucie County Sports Complex
Activity ID

MIS Main Layout

Activity Name	Activity Name	OD	RD	Start	Finish
Temp Air - FL-D	Temp Air - FL-D	0	0		20-Nov-19
Frame Wall - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	Frame Wall - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	5	5	03-Oct-19	09-Oct-19
Plumbing RI - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	Plumbing RI - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	15	15	10-Oct-19	30-Oct-19
Hang & Finish Board - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	Hang & Finish Board - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	10	10	31-Oct-19	13-Nov-19
Frame Ceiling - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	Frame Ceiling - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	5	5	14-Nov-19	20-Nov-19
Wall Ceiling Board Hang/Finish - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	Wall Ceiling Board Hang/Finish - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	10	10	21-Nov-19	06-Dec-19
Hang & Finish Ceiling Board - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	Hang & Finish Ceiling Board - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	5	5	21-Nov-19	27-Nov-19
Set Hydro Pools - FL-D	Set Hydro Pools - FL-D	3	3	02-Dec-19	04-Dec-19
Hydro Pool MEP Connection - FL-D	Hydro Pool MEP Connection - FL-D	15	15	03-Dec-19	27-Dec-19
Floor/Wall Tile MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	Floor/Wall Tile MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	25	25	03-Dec-19	16-Jan-20
Set Plumbing Fixtures - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	Set Plumbing Fixtures - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	10	10	03-Jan-20	16-Jan-20
Prime & 1st Coat Paint - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	Prime & 1st Coat Paint - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	3	3	17-Jan-20	21-Jan-20
Electrical/Plumbing/Fire Trim Out - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	Electrical/Plumbing/Fire Trim Out - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	10	10	17-Jan-20	30-Jan-20
Toilet Partitions/Accessories - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	Toilet Partitions/Accessories - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	5	5	22-Jan-20	28-Jan-20
Mechanical Trim Out - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	Mechanical Trim Out - MLB Shower/Hydro/Coaches Shower/Grooming - FL-D	5	5	22-Jan-20	28-Jan-20
Remaining Work	Remaining Work				
Frame Remaining Walls in Baseball Operations Area - FL-D	Frame Remaining Walls in Baseball Operations Area - FL-D	10	10	10-Oct-19	23-Oct-19
MEP In-Wall Rough In - Baseball Operation - FL-D	MEP In-Wall Rough In - Baseball Operation - FL-D	15	15	17-Oct-19	06-Nov-19
Hang/Finish Wall Drywall - Baseball Operation - FL-D	Hang/Finish Wall Drywall - Baseball Operation - FL-D	15	15	21-Nov-19	13-Dec-19
Prime & 1st Coat Paint - Baseball Operations - FL-D	Prime & 1st Coat Paint - Baseball Operations - FL-D	5	5	16-Dec-19	20-Dec-19
Frame Remaining Ceilings in Baseball Operations Area - FL-D	Frame Remaining Ceilings in Baseball Operations Area - FL-D	8	8	16-Dec-19	27-Dec-19
Acoustical Ceiling - Baseball Operations - FL-D	Acoustical Ceiling - Baseball Operations - FL-D	10	10	23-Dec-19	09-Jan-20
MLB Locker Room MDF Ceiling - FL-D	MLB Locker Room MDF Ceiling - FL-D	15	15	23-Dec-19	16-Jan-20
Hang/Finish Ceiling Drywall - Baseball Operations - FL-D	Hang/Finish Ceiling Drywall - Baseball Operations - FL-D	10	10	30-Dec-19	14-Jan-20
Lighting/Head - Baseball Operations - FL-D	Lighting/Head - Baseball Operations - FL-D	10	10	03-Jan-20	16-Jan-20
Mechanical Trim Out - Baseball Operations - FL-D	Mechanical Trim Out - Baseball Operations - FL-D	5	5	03-Jan-20	09-Jan-20
Flooding - Baseball Operations - FL-D	Flooding - Baseball Operations - FL-D	10	10	10-Jan-20	23-Jan-20
Rubber Foot - Weight Room	Rubber Foot - Weight Room	12	12	10-Jan-20	27-Jan-20
MEP Trim Out - Baseball Operations - FL-D	MEP Trim Out - Baseball Operations - FL-D	15	15	15-Jan-20	04-Feb-20

Actual Work
Remaining Work

Critical Remaining W...
Milestone

Activity Name	OD	RD	Start	Finish
STFL-D1: Wood Lockers Baseball Operations - FL-D	10	10	17-Jan-20	30-Jan-20
STFL-D2: Weight Room Equipment - Owner Move In	10	10	28-Jan-20	10-Feb-20
STFL-D4: Ceiling Framing - FL-D	10	10	07-Nov-19	20-Nov-19
STFL-D2: MEP In-wall Rough-in - FL-D	20	20	12-Nov-19	11-Dec-19
STFL-D1: Interior Wall Framing - FL-D	15	15	12-Nov-19	04-Dec-19
STFL-D3: Wall Drywall & Tape Finish - FL-D	25	25	05-Dec-19	14-Jan-20
STFL-D4: Ceiling Drywall & Tape Finish - FL-D	15	15	19-Dec-19	14-Jan-20
STFL-D5: Primer/1st Paint Coat - FL-D	10	10	08-Jan-20	21-Jan-20
STFL-D5: Acoustical Ceiling - FL-D	10	10	15-Jan-20	28-Jan-20
STFL-D2: Interior Finishes (MEP Trim/Paint/Misc) - FL-D	35	35	22-Jan-20	10-Mar-20
STFL-D6: Lights/Diffusers/Sprinkler Heads - FL-D	10	10	29-Jan-20	11-Feb-20
STFL-D5: Flooring - FL-D	20	20	03-Feb-20	03-Mar-20
Alpa C - Field Level	35	35	03-May-19	11-Feb-20
STFL-C270: Demo - FL-C	10	10	01-May-19	14-May-19
STFL-C380: Remove Existing Elevator Cab - FL-C	5	5	08-May-19	14-May-19
STFL-C280: Demo Ramp - FL-C	5	5	15-May-19	21-May-19
STFL-C300: Demo Elevator Facade - FL-C	5	5	22-May-19	29-May-19
STFL-B240: Micro Piles - FL-C	5	5	13-Jun-19	19-Jun-19
STFL-C100: Foundations - FL-C	15	15	05-Jul-19	25-Jul-19
STFL-C160: Structural Steel - FL-C	15	15	26-Jul-19	15-Aug-19
STFL-C110: Decking & Detailing - FL-C	10	10	13-Aug-19	26-Aug-19
STFL-C130: CMU Stem Wall - FL-C	5	5	27-Aug-19	03-Sep-19
STFL-C120: MEP Under Slab Rough-in - FL-C	15	15	27-Aug-19	17-Sep-19
STFL-C600: Exterior Wall Framing - FL-C	15	15	09-Sep-19	27-Sep-19
STFL-C140: Slab On Grade - FL-C	10	10	11-Sep-19	24-Sep-19
STFL-C610: Exterior Wall Sheathing - FL-C	10	10	23-Sep-19	04-Oct-19
STFL-C150: Exterior Wall Vapor Barrier - FL-C	10	10	30-Sep-19	11-Oct-19
STFL-C290: Roofing - FL-C	10	10	14-Oct-19	25-Oct-19
STFL-C230: Curtain Wall - FL-C	10	10	14-Oct-19	25-Oct-19
STFL-C190: Stucco - FL-C	20	20	14-Oct-19	08-Nov-19
STFL-C620: Screen Wall Panel - FL-C	10	10	28-Oct-19	08-Nov-19
STFL-C240: Interpet Metal Panels - FL-C (Interior)	30	30	11-Nov-19	26-Dec-19

Legend:
 Actual Work (Solid Grey)
 Remaining Work (Hatched)
 Critical Remaining W.L. (Thick Line)
 Milestone (Diamond)

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GMP Schedule

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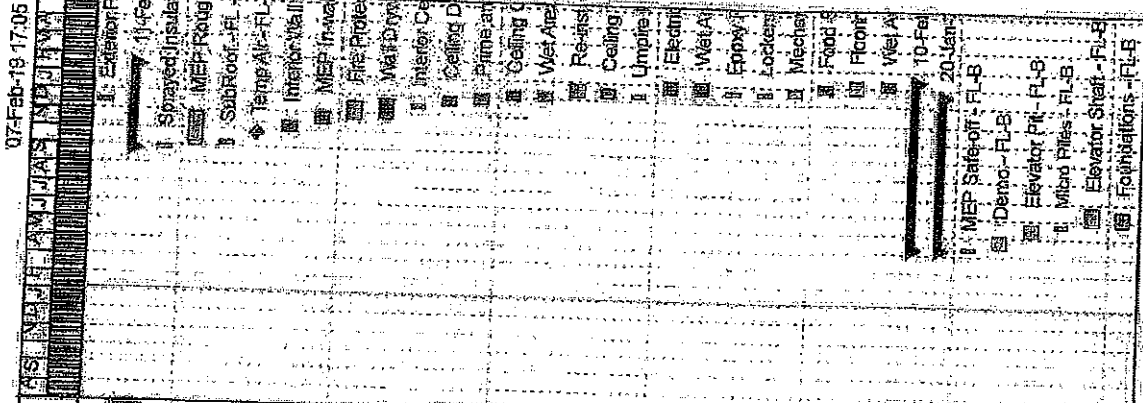
St. Lucie County Sports Complex

Activity ID

Activity Name

MS Main Layout

Activity ID	Activity Name	OD	RD	Start	Finish
STFL-C250	Exterior Paint - FL-C	5	5	11-Dec-19	17-Dec-19
STFL-C260	Sprayed Insulation - FL-C	3	3	26-Sep-19	30-Sep-19
STFL-C170	MEP Rough-in Above Ceiling - FL-C	40	40	01-Oct-19	25-Nov-19
STFL-C450	SubRoof - FL-C	5	5	03-Oct-19	09-Oct-19
STFL-C690	Temp Air - FL-C	0	0		25-Oct-19
STFL-C180	Interior Wall Framing - FL-C	15	15	28-Oct-19	15-Nov-19
STFL-C210	MEP In-wall Rough-in - FL-C	45	15	11-Nov-19	03-Dec-19
STFL-C390	Fire Protection - FL-C	20	20	21-Nov-19	20-Dec-19
STFL-C360	Wall Drywall & Tape/Finish - FL-C	20	20	25-Nov-19	26-Dec-19
STFL-C680	Interior Ceiling Framing - FL-C	5	5	11-Dec-19	17-Dec-19
STFL-C680	Ceiling Drywall/Finish - FL-C	8	8	18-Dec-19	02-Jan-20
STFL-C400	Prime and 1st Coat Paint - FL-C	10	10	19-Dec-19	07-Jan-20
STFL-C510	Ceiling Grid - FL-C	10	10	30-Dec-19	14-Jan-20
STFL-C520	Wet Area Floor Wall Tile - FL-C	10	10	30-Dec-19	14-Jan-20
STFL-C320	Re-install Existing Elevator Cab/Equipment - FL-C	10	19	30-Dec-19	14-Jan-20
STFL-C560	Ceiling Tile - FL-C	15	15	09-Jan-20	28-Jan-20
STFL-C670	Umpire Lockerroom Flooring - FL-C	10	10	09-Jan-20	21-Jan-20
STFL-C220	Electrical/Plumbing/Fire Trim/Misc - FL-C	5	5	08-Jan-20	14-Jan-20
STFL-C580	Wet Area Vanity/Plumbing Fixtures - FL-C	15	15	15-Jan-20	04-Feb-20
STFL-C570	Epoxy Floor - FL-C	15	15	15-Jan-20	04-Feb-20
STFL-C580	Lockers/Millwork - FL-C	5	5	15-Jan-20	21-Jan-20
STFL-C640	Mechanical Trim - FL-C	5	5	15-Jan-20	21-Jan-20
STFL-C310	Food Service install (MLB Kitchen) - FL-C	10	10	15-Jan-20	28-Jan-20
STFL-C550	Flooring - FL-C	10	10	22-Jan-20	04-Feb-20
STFL-C540	Wet Area Partitions/Accessories/Trim Out - FL-C	15	15	22-Jan-20	11-Feb-20
Area B - Field Level					
STFL-B100	MEP Safe-off - FL-B	5	5	08-May-19	14-May-19
STFL-B110	Demo - FL-B	15	15	15-May-19	05-Jun-19
STFL-B300	Elevator Pit - FL-B	15	15	08-Jun-19	26-Jun-19
STFL-B120	Micro Piles - FL-B	5	5	20-Jun-19	26-Jun-19
STFL-B310	Elevator Shaft - FL-B	20	20	27-Jun-19	25-Jul-19
STFL-B130	Foundations - FL-B	15	15	27-Jun-19	18-Jul-19



Actual Work

Remaining Work

Critical Remaining W.

Milestone

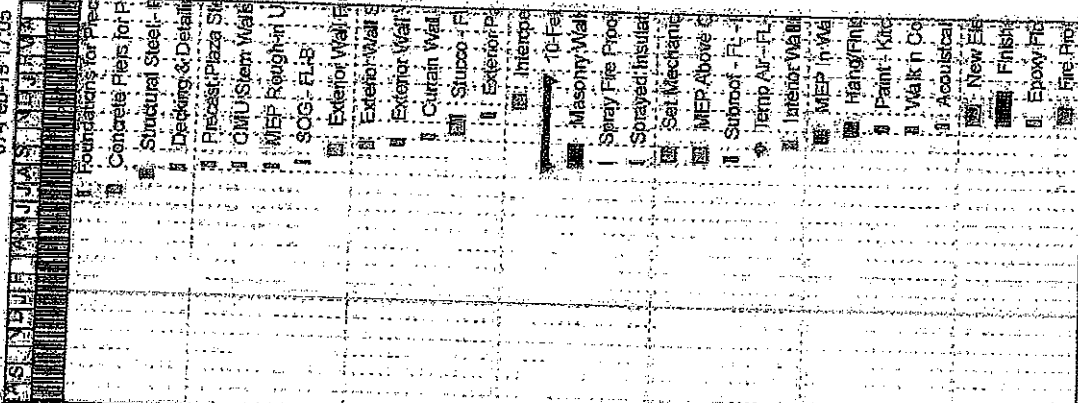
St. Lucie County Sports Complex

Activity ID

MS Main Layout

07-Feb-19 17:05

Activity Name	OD	RD	Start	Finish
STFL-B340 Foundations for Precast Steps - FL - B	5	5	12-Jul-19	18-Jul-19
STFL-B350 Concrete Piers for Precast Steps - FL - B	10	10	19-Jul-19	01-Aug-19
STCL-B230 Structural Steel - FL-B	10	10	16-Aug-19	29-Aug-19
STCL-B130 Decking & Detailing - FL-B	5	5	30-Aug-19	06-Sep-19
STFL-B140 Precast Plaza Steps - FL-B	5	5	09-Sep-19	13-Sep-19
STFL-B160 CMU Stem Walls - FL-B	5	5	09-Sep-19	13-Sep-19
STFL-B150 MEP Rough-in Underground - FL-B	5	5	09-Sep-19	13-Sep-19
STFL-B170 SOG - FL-B	5	5	16-Sep-19	20-Sep-19
STFL-B420 Exterior Wall Framing - FL-B	15	15	30-Sep-19	18-Oct-19
STFL-B430 Exterior Wall Sheathing - FL-B	10	10	14-Oct-19	25-Oct-19
STFL-B180 Exterior Wall Vapor Barrier - FL-B	10	10	21-Oct-19	01-Nov-19
STFL-B280 Curtain Wall - R - B	6	5	04-Nov-19	08-Nov-19
STFL-B250 Stucco - FL-B	20	20	11-Nov-19	10-Dec-19
STFL-B270 Exterior Painting - FL-B	5	5	11-Dec-19	17-Dec-19
STFL-B260 Integret Metal Panels - FL-B (Interior)	15	15	27-Dec-19	20-Jan-20
STFL-B180 Masonry Walls - FL-B	30	30	22-Sep-19	01-Nov-19
STFL-B330 Spray Fire Proofing - FL-B	2	2	30-Sep-19	01-Oct-19
STFL-B230 Sprayed Insulation - FL-B	3	3	02-Oct-19	04-Oct-19
STFL-B220 Set Mechanical Equipment - FL-B	20	20	07-Oct-19	01-Nov-19
STFL-B200 MEP Above Ceiling - FL-B	20	20	07-Oct-19	01-Nov-19
STFL-B360 Subroof - FL - B	5	5	10-Oct-19	16-Oct-19
STFL-B440 Temp Air - FL-B	0	0		01-Nov-19
STFL-B370 Interior Wall Framing - FL - B	10	10	04-Nov-19	15-Nov-19
STFL-B360 MEP in Wall - FL - B	15	15	11-Nov-19	03-Dec-19
STFL-B390 Hang/Finish Wet Board - FL - B	15	15	25-Nov-19	17-Dec-19
STFL-B450 Paint - Kitchen - FL - B	5	5	04-Dec-19	10-Dec-19
STFL-B480 Walk in Cooler/Freezer/Refridgeration Equipment/Piping - FL-B	5	5	04-Dec-19	10-Dec-19
STFL-B460 Acoustical Ceiling/Lights/Chills - Kitchen - FL-B	5	5	11-Dec-19	17-Dec-19
STFL-B520 New Elevator Installation - FL-B	20	20	18-Dec-19	20-Jan-20
STFL-B210 Finishes - FL-B	35	35	18-Dec-19	10-Feb-20
STFL-B470 Epoxy Floor - Kitchen - FL-B	5	5	18-Dec-19	26-Dec-19
STFL-B400 Fire Protection - FL-B	15	15	23-Dec-19	16-Jan-20



Actual Work
 Remaining Work
 Critical Remaining W...
 Milestone

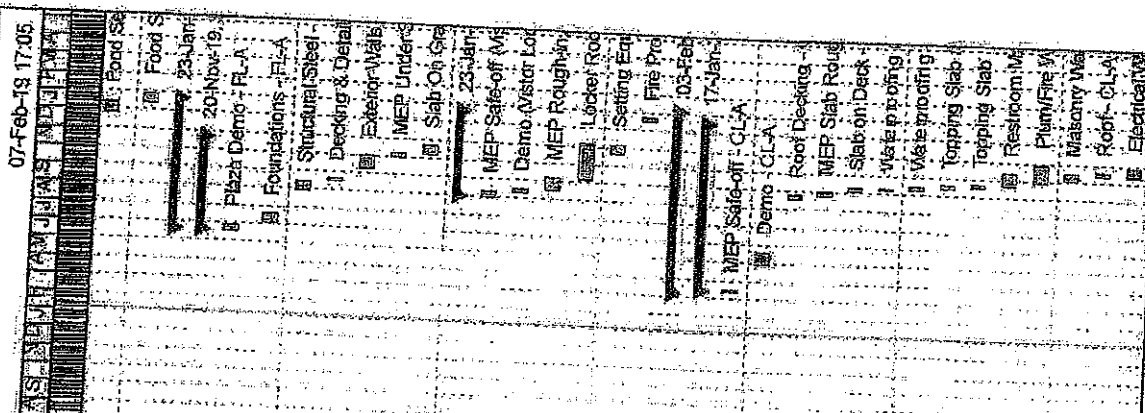
St. Lucie County Sports Complex

Activity ID

Activity Name

MS Main Layout

Activity ID	Activity Name	OD	RD	Start	Finish
STFL-B280	Roof Service Install (Commissary) - FL-B	10	10	27-Dec-19	13-Jan-20
STFL-B210	Roof Service Equipment Connection - FL-B	10	10	14-Jan-20	27-Jan-20
Floor A - Field Level					
STFL-A240	Plaza Demo - FL-A	5	5	21-Jun-19	27-Jun-19
STFL-A230	Foundations - FL-A	10	10	05-Jul-19	18-Jul-19
STFL-A100	Structural Steel - CL-A	10	10	30-Aug-19	13-Sep-19
STFL-A190	Decking & Detailing - FL-A	5	5	16-Sep-19	20-Sep-19
STFL-A140	Exterior Walls (Mech Rm) - FL-A	15	15	10-Oct-19	30-Oct-19
STFL-A120	MEP Under Slab Rough-in (Mech Rm) - FL-A	5	5	31-Oct-19	06-Nov-19
STFL-A130	Slab On Grade (Mech Rm) - FL-A	10	10	07-Nov-19	20-Nov-19
STFL-A210	MEP Safe-off (Visitor Locker Rm) - FL-A	5	5	03-Sep-19	09-Sep-19
STFL-A220	Demo (Visitor Locker Rm) - FL-A	5	5	10-Sep-19	16-Sep-19
STFL-A150	MEP Rough-in Above Ceiling (Locker Rm) - FL-A	15	15	17-Sep-19	07-Oct-19
STFL-A160	Locker Room Finishes - FL-A	40	40	08-Oct-19	04-Dec-19
STFL-A170	Selling Equipment in Mech Rm - FL-A	10	10	21-Nov-19	05-Dec-19
STFL-A180	Fire Protection - FL-A	5	5	17-Jan-20	23-Jan-20
Concrete Level - Stadium					
Area A - Concourse Level					
STCL-A160	MEP Safe-off - CL-A	3	3	11-Apr-19	15-Apr-19
STCL-A170	Demo - CL-A	15	15	31-May-19	20-Jun-19
STCL-A140	Roof Decking - CL-A	5	5	19-Sep-19	25-Sep-19
STCL-A190	MEP Slab Rough-in - CL-A	5	5	25-Sep-19	02-Oct-19
STCL-A210	Slab on Deck - CL-A	5	5	03-Oct-19	09-Oct-19
STCL-A200	Waterproofing (Remaining Areas) - CL-A	5	5	07-Oct-19	11-Oct-19
STCL-A110	Waterproofing - CL-A	3	3	10-Oct-19	14-Oct-19
STCL-A240	Topping Slab (Remaining Areas) - CL-A	5	5	14-Oct-19	18-Oct-19
STCL-A120	Topping Slab (Restrooms & Concession) - CL-A	5	5	15-Oct-19	21-Oct-19
STCL-A120	Restroom Masonry - CL-A	15	15	22-Oct-19	11-Nov-19
STCL-A130	Plum/Fire Meils Above Ceiling Rough-in - CL-A	20	20	29-Oct-19	25-Nov-19
STCL-A310	Masonry Walls (Craw Space) - CL-A	10	10	04-Nov-19	15-Nov-19
STCL-A150	Roof - CL-A	5	5	12-Nov-19	18-Nov-19
STCL-A230	Electrical Wall/Above Ceiling RI - CL-A	12	12	12-Nov-19	27-Nov-19



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GMP Schedule

Actual Work
Remaining Work
Critical Remaining W...
Milestone

St. Lucie County Sports Complex

Activity ID

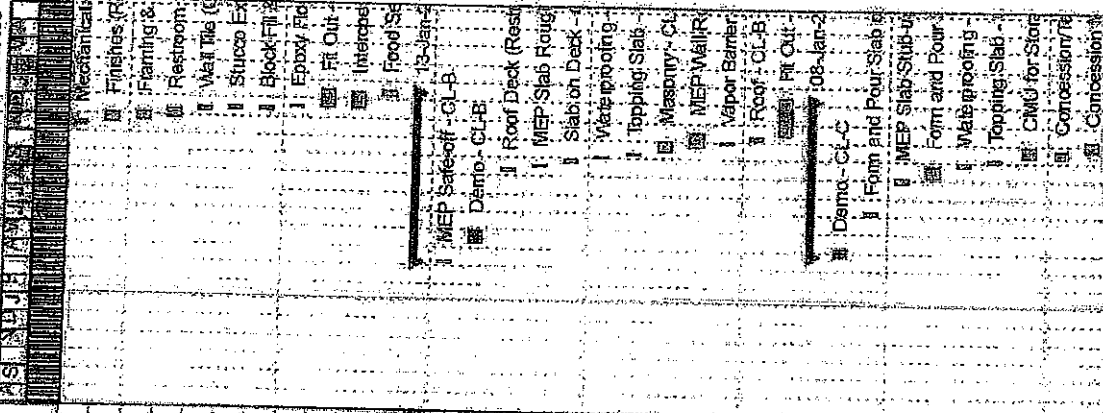
Activity Name

MS Main Layout

Finish

07-Feb-19 17:05

Activity ID	Activity Name	OD	RD	Slait	Finish
ST-CL-A330	Mechanical Above Ceiling - CL-A	5	5	12-Nov-19	18-Nov-19
ST-CL-A320	Finishes (Remaining Areas) - CL-A	10	10	18-Nov-19	03-Dec-19
ST-CL-A260	Framing & Drywall (Concession) - CL-A	10	10	21-Nov-19	06-Dec-19
ST-CL-A180	Restroom Masonry Chase Wall - CL-A	10	10	26-Nov-19	11-Dec-19
ST-CL-A270	Wall Tile (Concession) - CL-A	5	5	09-Dec-19	13-Dec-19
ST-CL-A350	Stucco Exterior Wall - CL-A	5	5	11-Dec-19	17-Dec-19
ST-CL-A290	Block Fill & 1st Coat (Restroom) - CL-A	3	3	12-Dec-19	16-Dec-19
ST-CL-A280	Epoxy Flooring (Concession) - CL-A	5	5	16-Dec-19	20-Dec-19
ST-CL-A220	Fit Out - CL-A	20	20	17-Dec-19	17-Jan-20
ST-CL-A340	Intercept Metal Panels - FL-A (Interior)	15	15	18-Dec-19	13-Jan-20
ST-CL-A230	Food Service Install - CL-A	10	10	06-Jan-20	17-Jan-20
Area B - Concourse Level					
ST-CL-B100	MEP Safe-off - CL-B	10	10	02-Jan-20	03-Jan-20
ST-CL-B110	Demo - CL-B	3	3	08-Apr-19	10-Apr-19
ST-CL-B200	Roof Deck (Restroom) - CL-B	15	15	05-May-19	30-May-19
ST-CL-B140	MEP Slab Rough-in - CL-B	5	5	09-Sep-19	13-Sep-19
ST-CL-B150	Slab on Deck - CL-B	5	5	18-Sep-19	20-Sep-19
ST-CL-B160	Waterproofing - CL-B	5	5	23-Sep-19	27-Sep-19
ST-CL-B170	Topping Slab - CL-B	5	5	30-Sep-19	04-Oct-19
ST-CL-B180	Masonry - CL-B	15	15	07-Oct-19	11-Oct-19
ST-CL-B190	MEP Wall Rough-in - CL-B	20	20	14-Oct-19	01-Nov-19
ST-CL-B240	Vapor Barrier/CMU Exterior Wall - CL-B	5	5	21-Oct-19	15-Nov-19
ST-CL-B210	Roof - CL-B	5	5	28-Oct-19	01-Nov-19
ST-CL-B220	Fit Out - CL-B	5	5	04-Nov-19	08-Nov-19
Area C - Concourse Level					
ST-CL-C160	Demo - CL-C	10	10	25-Apr-19	08-May-19
ST-CL-C190	Form and Pour Slab on Deck (CL 11 - Elevator) - CL-C	5	5	05-Jul-19	11-Jul-19
ST-CL-C170	MEP Slab Stub-up - CL-C	5	5	27-Aug-19	03-Sep-19
ST-CL-C110	Form and Pour Slab on Deck (CL 8 - 11) - CL-C	15	15	04-Sep-19	24-Sep-19
ST-CL-C150	Waterproofing - CL-C	5	5	25-Sep-19	01-Oct-19
ST-CL-C200	Topping Slab - CL-C	5	5	02-Oct-18	08-Oct-18
ST-CL-C210	CMU for Storage & Mechanical - CL-C	15	15	09-Oct-19	29-Oct-19
ST-CL-C120	Concession/Team Store Framing - CL-C	10	10	09-Oct-19	22-Oct-19
ST-CL-C130	Concession MEP Above Ceiling Rough-in - CL-C	10	10	23-Oct-19	05-Nov-19



Actual Work Remaining Work Critical Remaining W... Milestone

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GMP Schedule

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St. Lucie County Sports Complex

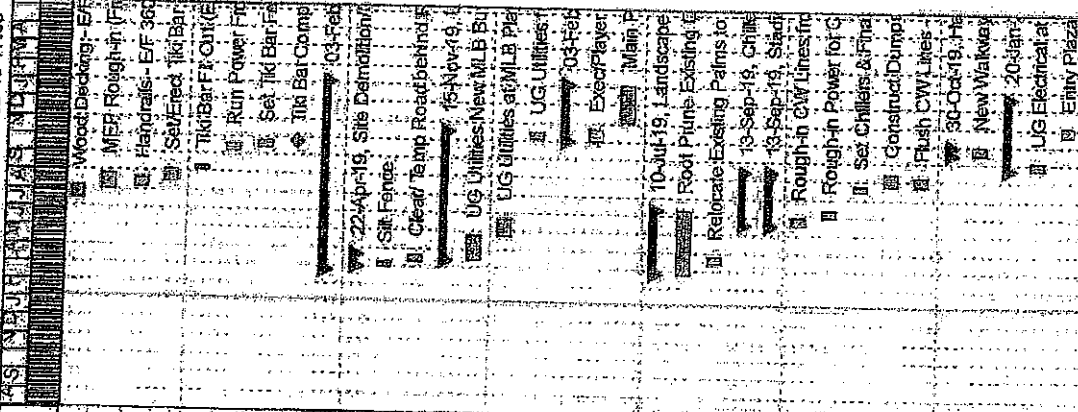
Activity ID

MS Main Layout

Activity Name

Activity ID	Activity Name	QD	RD	Start	Finish
CC-01-30	Wood Decking - EF 360	15	15	17-Jul-19	06-Aug-19
CC-01-40	MEP Rough-in (From Area D to Under 360) - EF 360	20	20	31-Jul-19	27-Aug-19
CC-01-170	Handrails - EF 360	10	10	07-Aug-19	20-Aug-19
CC-01-70	Set/Exec Tiki Bar Build - EF 360	15	15	14-Aug-19	04-Sep-19
CC-01-80	Tiki Bar FT Out (Exclude RS)	5	5	05-Sep-19	11-Sep-19
CC-01-130	Run Power From Electrical Rm in Area D to Tiki Bar - EF 360	10	10	07-Oct-19	18-Oct-19
CC-01-140	Set Tiki Bar Food Service Eq - EF 360	10	10	14-Oct-19	25-Oct-19
CC-01-150	Tiki Bar Complete	0	0		25-Oct-19
Site Demolition/Clearing					
A1180	Site Fence	5	5	02-Apr-19	08-Apr-19
A1200	Clear Temp Road behind Right Field	10	10	09-Apr-19	22-Apr-19
Utilities					
A1290	UG Utilities New MLB Existing Field/PF #2/MLB Batting Cage	15	15	12-Apr-19	23-May-19
A1880	UG Utilities at MLB Player/Exec Parking Area	20	20	24-May-19	21-Jun-19
A1990	UG Utilities from Area C to A	10	10	04-Nov-19	15-Nov-19
Main Parking Lot					
SI-04-20	Exec/Player Parking Lot	15	15	31-Oct-19	20-Nov-19
SI-04-10	Main Parking Lot	40	40	04-Dec-19	03-Feb-20
Stadium					
PS-290	Relocate Existing Palm Trees and Relocate to Holding Area	75	75	26-Mar-19	10-Jul-19
PS-280	Relocate Existing Palms to Holding Area	10	10	12-Apr-19	25-Apr-19
Children/Dumpster Yard					
CH-01-10	Rough-in CW/Lines from Stadium to Chiller Yard	10	10	18-Jun-19	01-Jul-19
CH-01-20	Rough-in Power for Chillers	8	8	02-Jul-19	12-Jul-19
CH-01-30	Set Chillers & Final Connections	5	5	15-Aug-19	22-Aug-19
CH-01-40	Construct Dumpster/Chiller Yard Walls	15	15	23-Aug-19	13-Sep-19
CH-01-50	Flush CW/Lines - FL-D	10	10	23-Aug-19	06-Sep-19
Handicapped					
HS-01-50	New Walkways around MLB Batting Cages/PF #2	10	10	17-Oct-19	30-Oct-19
Entry Plaza					
A2190	UG Electrical at Entry Plaza (Area A)	10	10	23-Sep-19	04-Oct-19
A1280	Entry Plaza Work Concrete (Area C)	10	10	18-Nov-19	03-Dec-19

07-Feb-19-17:05



Actual Work

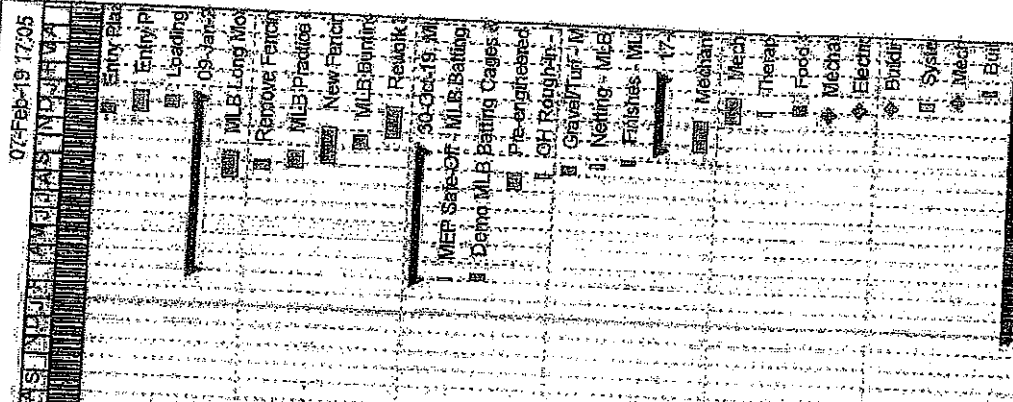
Remaining Work

Critical Remaining W...

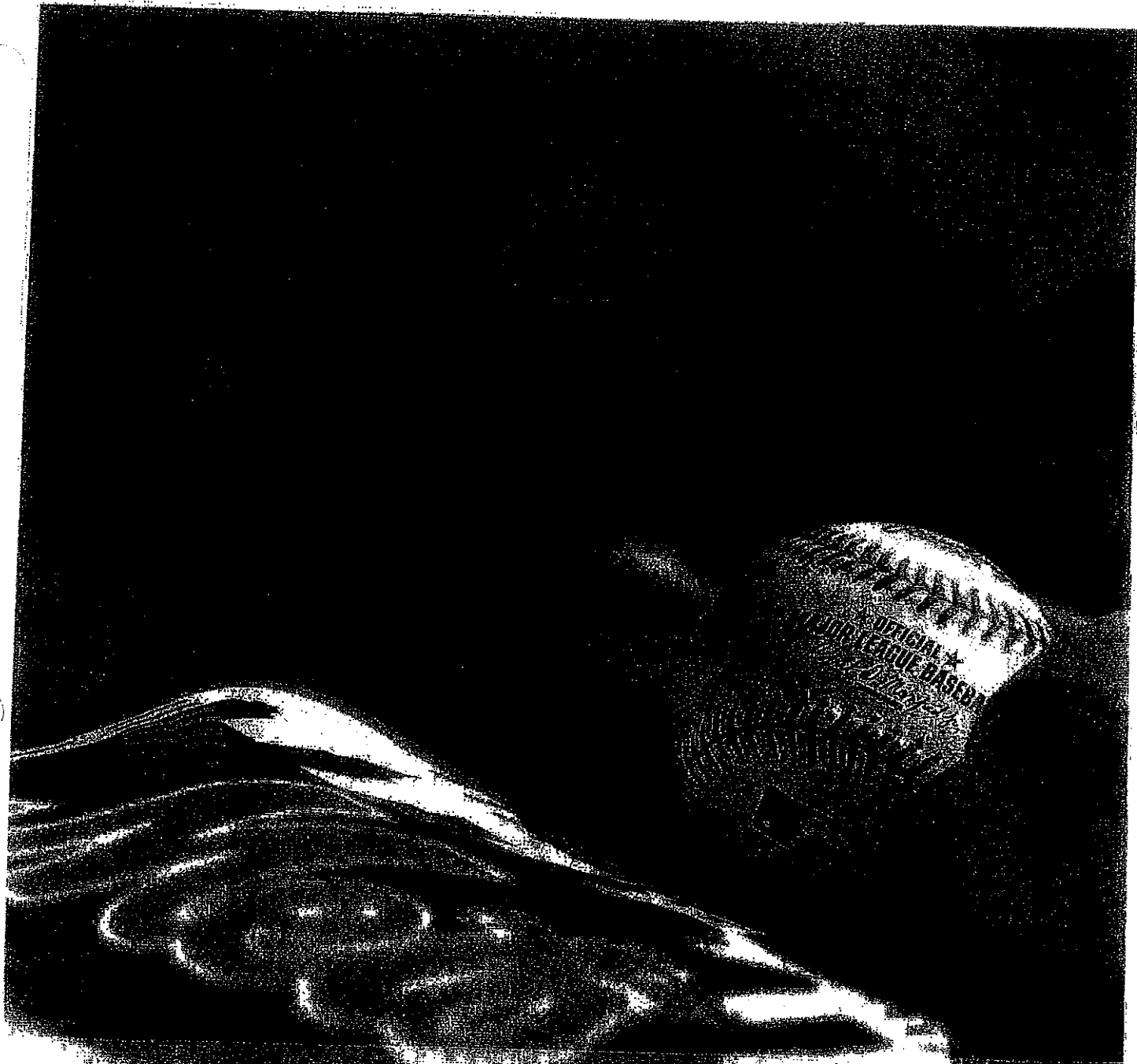
Milestone

St. Lucie County Sports Complex

Activity ID	Activity Name	MS Main Layout	OD	RD	Start	Finish
A2200	Entry Plaza Work Concrete (Area B)		10	10	11-Dec-19	28-Dec-19
A2220	Entry Plaza Fence/Landscape/Misc Items		20	20	18-Dec-19	20-Jan-20
A2240	Loading Dock/TV Truck Area Concrete (Area A)		10	10	27-Dec-19	13-Jan-20
SI-03-40	MLB Long Mounds		30	30	05-Sep-19	16-Oct-19
SI-03-60	Remove Fencing from Practice Fields		10	10	20-Sep-19	03-Oct-19
SI-03-20	MLB Practice Infield		20	20	25-Sep-19	28-Oct-19
SI-03-30	New Fencing & Netting at Practice Fields		40	40	04-Oct-19	02-Dec-19
SI-03-30	MLB Bunting Field		15	15	31-Oct-19	20-Nov-19
SI-03-40	Rework Practice Field #2		30	30	21-Nov-19	09-Jan-20
SI-03-20	MLB Bunting Cages		30	30	02-Dec-19	30-Dec-19
SI-03-10	MEP Safe-Off - MLB Bunting Cages - Area E		3	3	02-Apr-19	04-Apr-19
SI-03-10	Demolition Bunting Cages & Pitching Mound Structures - Area E		5	5	05-Apr-19	11-Apr-19
SI-03-50	Pre-engineered Bldg - MLB Bunting Cages		20	20	05-Sep-19	02-Oct-19
SI-03-140	GH Rough-in - MLB Bunting Cages		5	5	26-Sep-18	02-Oct-19
SI-03-150	Gravel/Turf - MLB Bunting Cages		10	10	03-Oct-19	16-Oct-19
SI-03-160	Netting - MLB Bunting Cages		5	5	17-Oct-19	23-Oct-19
SI-03-170	Finishes - MLB Bunting Cages		5	5	24-Oct-19	30-Oct-19
SU-01-100	Mechanical Equipment Startup		30	30	21-Nov-19	09-Jan-20
SU-01-110	Mechanical Equipment Commissioning		30	30	10-Jan-20	20-Feb-20
SU-01-D680	Therapy/Pool Startup		5	5	24-Jan-20	30-Jan-20
SU-01-20	Food Service Start-up (Stadium)		10	10	28-Jan-20	10-Feb-20
SU-01-130	Mechanical TCO Inspection (Stadium)		0	0		28-Jan-20
SU-01-30	Electrical TCO Inspection (Stadium)		0	0		04-Feb-20
SU-01-40	Building TCO Inspection (Stadium)		0	0		10-Feb-20
SU-01-D680	Systems Testing		10	10	11-Feb-20	24-Feb-20
SU-01-120	Mechanical Final Inspection		0	0		27-Feb-20
SU-01-80	Building Final Inspection (Stadium)		5	5	11-Mar-20	17-Mar-20



Actual Work
Remaining Work
Critical Remaining Work
Milestone



Barton Malow

St. Louis, MO
Sports Complex
Estimate Summary

Project Location:
 Project Location:
 Date of Report:
 Gross Building Area:
 Number of Units:
 Estimated Building Cost Index:

St. Louis County Sports Complex Modernization
 Part St. Louis, MO
 4-Feb-19
 178,285 SF
 7,160 Seats
 8,106.29



Guaranteed Maximum Price (GMP) Deliverable
 REV 3

Item	Description	Item Cost	\$/SF	\$/Unit	% of Total
1	General Conditions				
2	Demolition	\$0	\$0.00	\$0	0.00%
3	Site Excavation and Prep	\$899,180	\$5.40	\$84	1.24%
4	G.O. Excavation	\$2,231,132	\$12.66	\$312	4.83%
5	Special Foundations	\$0	\$0.00	\$0	0.00%
6	Site Drainage and Utilities	\$126,674	\$0.71	\$18	0.28%
7	Roads and Walks	\$0	\$0.00	\$0	0.00%
8	Site Improvements	\$1,146,569	\$6.80	\$160	2.36%
9	Landscaping & Irrigation	\$115,945	\$0.65	\$16	0.24%
10	Concrete Finishing	\$781,774	\$4.43	\$109	1.82%
11	Formwork & Accessories	\$1,750,889	\$9.83	\$245	3.64%
12	Reinforcing Steel	\$0	\$0.00	\$0	0.00%
13	Cast-in-Place Concrete	\$0	\$0.00	\$0	0.00%
14	Precast Concrete	\$0	\$0.00	\$0	0.00%
15	Masonry	\$51,645	\$0.29	\$7	0.17%
16	Structural Metals	\$1,220,700	\$6.82	\$170	2.64%
17	Misc. & Ornamental Metals	\$3,493,879	\$19.76	\$487	7.24%
18	Rough Carpentry	\$104,991	\$2.35	\$57	0.64%
19	Finish Carpentry and Millwork	\$386,312	\$2.13	\$54	0.80%
20	Carpentry and Cabinetry	\$178,077	\$1.01	\$25	0.37%
21	Waterproof & Dampproof	\$413,668	\$2.35	\$58	0.88%
22	Roofing Sheetmetal & Accessories	\$787,500	\$4.47	\$110	1.64%
23	Caulking & Sealants	\$720,869	\$4.09	\$101	1.50%
24	Metal Doors & Frames	\$0	\$0.00	\$0	0.00%
25	Wood & Plastic Doors	\$339,184	\$1.89	\$47	0.59%
26	Special Doors and Auto Operators	\$0	\$0.00	\$0	0.00%
27	Finish Hardware	\$49,551	\$0.28	\$7	0.10%
28	Glass & Glazing / Metal Panels	\$0	\$0.00	\$0	0.00%
29	Spray Fireproofing	\$2,098,890	\$11.85	\$292	4.34%
30	Lath & Plastering	\$1,750	\$0.01	\$0	0.00%
31	Gypsum Drywall	\$217,800	\$1.24	\$30	0.45%
32	Tile & Terrazzo	\$2,613,349	\$14.82	\$365	5.43%
33	Acoustical Treatment	\$508,580	\$2.89	\$71	1.05%
34	Flagging	\$197,318	\$1.12	\$28	0.41%
35	Painting & Wallcovering	\$538,754	\$3.05	\$75	1.12%
36	Specialties	\$771,183	\$4.37	\$108	1.60%
37	Equipment - Food Service, Laundry, Dock	\$148,283	\$0.84	\$21	0.31%
38	Stadium Seating / Aluminum Stands	\$1,382,672	\$7.84	\$193	2.87%
39	Special Construction - Sports Fields, Netting, Fencing, Windscreens & Padding	\$0	\$0.00	\$0	0.00%
40	Conveying Systems	\$3,397,485	\$18.99	\$468	8.95%
41	Plumbing Systems	\$103,977	\$0.59	\$15	0.22%
42	Fire Protection Systems	\$3,388,012	\$19.28	\$475	7.06%
43	HVAC Systems	\$191,650	\$1.09	\$27	0.40%
44	Electrical Systems	\$3,778,680	\$21.42	\$527	7.84%
45	Low Voltage Allowances + Video Boards	\$5,461,470	\$30.88	\$763	11.34%
46	County Fire Watch Requirement	\$0	\$0.00	\$0	0.00%
47	Safety Management	\$165,000	\$0.88	\$22	0.32%
48	Clean Up	\$67,300	\$0.39	\$12	0.18%
49	Subcontractor Bonds	\$288,800	\$1.64	\$40	0.60%
50	Subcontractor Buyout Target	\$492,219	\$2.78	\$63	1.02%
51	Value Engineering	(\$250,000)	(\$1.42)	(\$35)	-0.52%
	Subtotal	(\$2,452,785)	(\$13.91)	(\$343)	-5.09%
	Preconstruction	\$37,851,713	\$214.72	\$5,287	78.82%
	General Conditions	\$534,465	\$3.03	\$75	1.11%
	General Requirements	\$3,270,000	\$18.55	\$457	6.79%
	Builders Risk Insurance	\$899,156	\$5.07	\$98	1.45%
	GC Liability Insurance & P&P Bond (1.15% of Trade Costs, GC's, GR's)	By Owner	\$0.00	\$0	0.00%
	P+P Bonding	\$664,952	\$3.77	\$93	1.38%
	Sub-Contractor Default Insurance	w/ Liability Ins.	\$0.00	\$0	0.00%
	Building Permit	w/ Trade Costs	\$0.00	\$0	0.00%
	Contingency	By Owner	\$0.00	\$0	0.00%
	Acceleration Allowance	\$1,500,000	\$8.51	\$209	3.12%
	Subtotal	\$0	\$0.00	\$0	0.00%
	CM Fee (3.5% of Trade Costs, GC's, GR's)	\$44,520,276	\$252.65	\$6,218	92.47%
	Total Construction	\$1,463,730	\$8.30	\$204	3.04%
	Add Alternates (See Summary of Alternate Costs)	\$46,984,006	\$280.85	\$6,422	95.51%
	MLB Clubhouse Allowance	\$621,315	\$3.50	\$73	1.08%
	Adjusted Total Construction w/ Alternates & MLB Clubhouse Allowance	\$782,750	\$4.50	\$111	1.65%
	County Item 2 - Safety Handrails at Stadium Bowl (Not Painted)	\$47,298,071	\$268.30	\$6,606	98.23%
	County Item 3 - Existing Elevator Modifications & Lobby Enclosures	\$84,648	\$0.54	\$13	0.20%
	County Item 4 - County Office Fit-Out	\$627,452	\$3.56	\$88	1.30%
	Adjusted Total Construction w/ County Items	\$127,893	\$0.73	\$18	0.27%
		\$48,148,064	\$273.13	\$6,725	100.00%



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St. Louis County
Sports Complex Modernization

Allowances

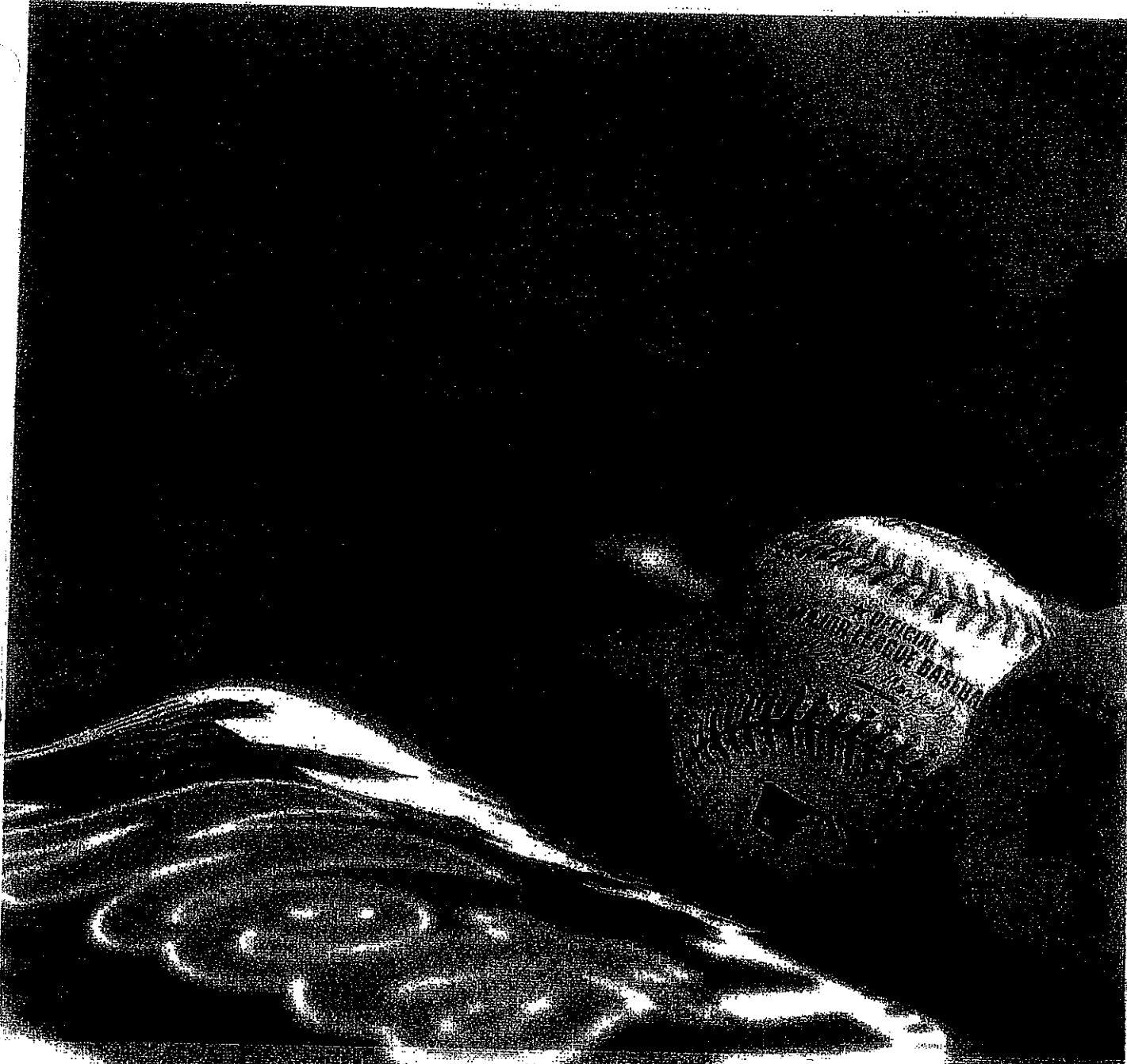
Project Location:
 Project Location:
 Date of Report:
 Gross Building Area:
 Number of Units:
 ENR Building Cost Index:

St Lucie County Sports Complex Modernization
 Port St Lucie, FL
 8-Feb-19
 176,285 SF
 7,160 Seats
 8,192 sq



Guaranteed Maximum Price (GMP) Deliverable
 REV 3

Summary of Allowances		
Item	Description	Item Cost
1	Utility Relocation/Conduit Allowance	\$25,000
2	Unit Pavers at Plaza Allowance	\$62,620
3	Covered Freestanding Walkway Canopy (Not Entrance) - Dittmer Style - Allowance	\$60,235
4	Soil Amendment Allowance	\$129,800
5	Misc Monitor, Lighting, AV Supports - Allowance	\$10,000
6	Floor Prep - Patching and Grinding Allowance	\$6,000
7	Cab Flooring Allowance	\$4,000
8	Alternate FF-S, FF-S Hybrid - Allowance of \$100k	\$100,000
9	MRB Clubhouse Allowance	\$792,750
10	CCL Item W1 - Provide concrete deck ILO composite deck and sleepers	(\$190,895)
11	CCL Item E2 - Alternate Light Fixture Package. Target \$100K Savings At Stadium Only	(\$65,000)
12	CCL Item V8 - Reduce the cost for the entry canopy to a total remaining budget of \$75,000	(\$100,000)
13	CCL Item V79 - Place back (2) Oak Trees removed through site demolition	\$20,000
14	CCL Item Z8 - Provide open area at RF concession to a portable cart location under the roof	(\$396,850)
15	CCL Item Z9 - Owner Direct Purchase Tax Savings	(\$150,000)



Barton

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St. Lucie County
Sports Complex Modernization

Arena

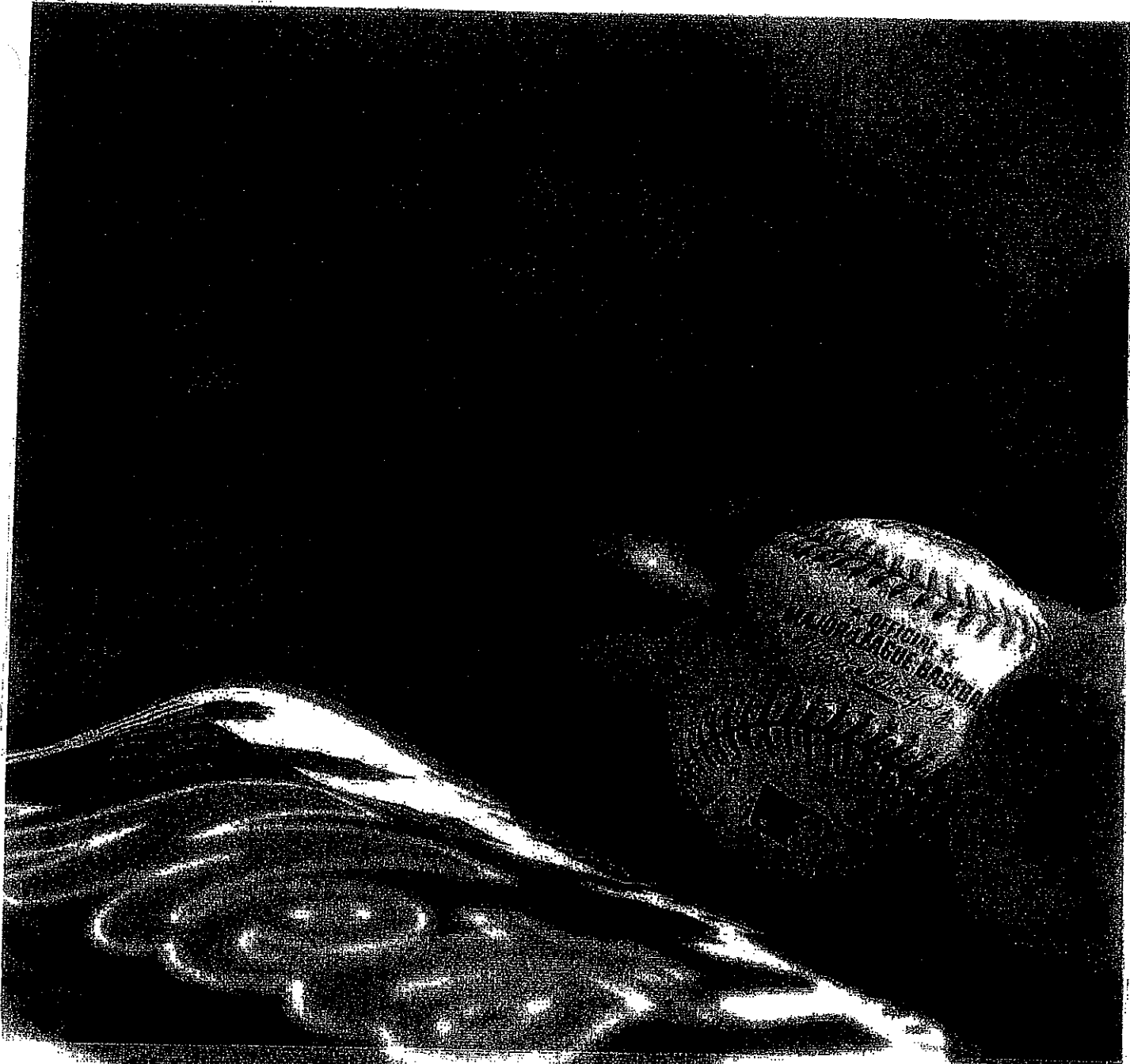
Project Location:
 Project Location:
 Date of Report:
 Gross Building Area:
 Number of Units:
 ENR Building Cost Index:

St. Lucie County Sports Complex Modernization
 Port St. Lucie, FL
 8-Feb-19
 176,285 SF
 7,160 Seats
 6,109.21

Guaranteed Maximum Price (GMP) Deliverable
 REV 3

Barton
 Malow

Description	Item Cost	\$ / SF	\$ / Unit	% of Total
MLB Clubhouse, Balling Tunnel & Associated Sitework	\$7,045,845	\$48.00	\$4,104	48.44%
County Ham 1 - MLB Roof Replacement	\$424,374	\$2.39	\$6	0.88%
Alternate ST-1 - New Lower Level Vomitary	\$4,057.00	\$0.23	\$6	0.08%
Alternate ST-2 - Traffic Dabrig on Seating Over Occupied Space	\$0.00	\$0.00	\$16	0.23%
Alternate ST-3 - Fabric Strim on Underside of Stadium Canopy (Allowance)	\$268,086	\$1.45	\$36	0.53%
Alternate ST-4 - Not Used	\$0	\$0.00	\$0	0.00%
Alternate ST-5 - Not Used	\$0	\$0.00	\$0	0.00%
Alternate ST-6 - Railing / Guardrails	\$0	\$0.00	\$0	0.00%
Alternate ST-7 - Elevator Cab AC / Heater Unit	(\$23,276)	(\$0.14)	(\$3)	-0.05%
Alternate ST-8 - 4ft Height Ceramic Tile	w/ County	\$0.00	\$0	0.00%
Alternate ST-9 - Shore Power Pedestal 1	\$24,870	\$0.14	\$3	0.05%
Alternate ST-10 - Shore Power Pedestal 2	\$0.00	\$0.00	\$1	0.01%
Alternate ST-11 - Enlarge Existing Concrete Vomitary	\$3,740	\$0.02	\$1	0.01%
Alternate ST-12 - Press Level	\$62,391	\$0.39	\$7	0.14%
Alternate ST-13 - Not Used	\$129,200	\$0.25	\$21	0.31%
Alternate CH-1 - MLB Weight Room Expansion	\$0	\$0.00	\$0	0.00%
Alternate BT-1 - Balling Tunnel Building Custom Blue Paint Finish (Allowance)	\$237,065	\$1.34	\$33	0.46%
Alternate PF-1 - Not Used	\$46,709	\$0.26	\$7	0.16%
Alternate PF-2 - Not Used	\$0	\$0.00	\$0	0.00%
Alternate PF-3 - Fence Option F1	\$0	\$0.00	\$0	0.00%
Alternate PF-4 - Fence Option F2	\$31,656	\$0.18	\$4	0.07%
Alternate PF-5 - Fence Option F3	\$25,899	\$0.15	\$12	0.18%
Alternate PF-6 - Fence Option F4	\$24,647	\$0.20	\$5	0.07%
Alternate PF-7 - Fence Option F5	\$28,587	\$1.64	\$40	0.09%
Alternate PF-8 - Fence Option F7	\$13,801	\$0.08	\$2	0.03%
Alternate S-1 - Not Used	\$0	\$0.00	\$1	0.01%
Alternate S-2 - Half of MLB Asphalt Parking Lot (Allowance)	\$0	\$0.00	\$0	0.00%
Alternate EK-1 - Elevator Modifications	\$160,000	\$0.90	\$22	0.33%
Alternate PF-5, PF-6 Hybrid - Allowance of \$100k	\$0	\$0.00	\$0	0.00%
	\$100,000	\$0.57	\$14	0.21%
Highlighted Items Above				
	\$21,315			



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St. Louis Gateway
Sports Complex Modernization

Estimate Detail

Project Name: St Lucia County Sports Complex Modernization
 Project Location: Port St Lucie, FL
 Date of Report: 8-Feb-19
 Gross Building Area: 776,265 SF
 Secondary Unit: 0
 BNS Building Construction

Guaranteed Maximum Price (GMP) Deliverable
 REV 3



Line Item	Description	Unit	Quantity	Unit Cost	Total Cost	Comment
000	1 General Conditions					
001	Site Preparation, Material & Equipment - 7% of Total Contract Value					
002	Excavation	cu yd	3,634.00	18.00	65,412.00	
003	Backfill	cu yd	28,153.00	1.00	28,153.00	
004	Site Preparation	sq ft	9,000	3.00	27,000.00	
005	Site Preparation	sq ft	9,000	3.00	27,000.00	
006	Site Preparation	sq ft	9,000	3.00	27,000.00	
007	Site Preparation	sq ft	9,000	3.00	27,000.00	
008	Site Preparation	sq ft	9,000	3.00	27,000.00	
009	Site Preparation	sq ft	9,000	3.00	27,000.00	
010	Site Preparation	sq ft	9,000	3.00	27,000.00	
011	Site Preparation	sq ft	9,000	3.00	27,000.00	
012	Site Preparation	sq ft	9,000	3.00	27,000.00	
013	Site Preparation	sq ft	9,000	3.00	27,000.00	
014	Site Preparation	sq ft	9,000	3.00	27,000.00	
015	Site Preparation	sq ft	9,000	3.00	27,000.00	
016	Site Preparation	sq ft	9,000	3.00	27,000.00	
017	Site Preparation	sq ft	9,000	3.00	27,000.00	
018	Site Preparation	sq ft	9,000	3.00	27,000.00	
019	Site Preparation	sq ft	9,000	3.00	27,000.00	
020	Site Preparation	sq ft	9,000	3.00	27,000.00	
021	Site Preparation	sq ft	9,000	3.00	27,000.00	
022	Site Preparation	sq ft	9,000	3.00	27,000.00	
023	Site Preparation	sq ft	9,000	3.00	27,000.00	
024	Site Preparation	sq ft	9,000	3.00	27,000.00	
025	Site Preparation	sq ft	9,000	3.00	27,000.00	
026	Site Preparation	sq ft	9,000	3.00	27,000.00	
027	Site Preparation	sq ft	9,000	3.00	27,000.00	
028	Site Preparation	sq ft	9,000	3.00	27,000.00	
029	Site Preparation	sq ft	9,000	3.00	27,000.00	
030	Site Preparation	sq ft	9,000	3.00	27,000.00	
031	Site Preparation	sq ft	9,000	3.00	27,000.00	
032	Site Preparation	sq ft	9,000	3.00	27,000.00	
033	Site Preparation	sq ft	9,000	3.00	27,000.00	
034	Site Preparation	sq ft	9,000	3.00	27,000.00	
035	Site Preparation	sq ft	9,000	3.00	27,000.00	
036	Site Preparation	sq ft	9,000	3.00	27,000.00	
037	Site Preparation	sq ft	9,000	3.00	27,000.00	
038	Site Preparation	sq ft	9,000	3.00	27,000.00	
039	Site Preparation	sq ft	9,000	3.00	27,000.00	
040	Site Preparation	sq ft	9,000	3.00	27,000.00	
041	Site Preparation	sq ft	9,000	3.00	27,000.00	
042	Site Preparation	sq ft	9,000	3.00	27,000.00	
043	Site Preparation	sq ft	9,000	3.00	27,000.00	
044	Site Preparation	sq ft	9,000	3.00	27,000.00	
045	Site Preparation	sq ft	9,000	3.00	27,000.00	
046	Site Preparation	sq ft	9,000	3.00	27,000.00	
047	Site Preparation	sq ft	9,000	3.00	27,000.00	
048	Site Preparation	sq ft	9,000	3.00	27,000.00	
049	Site Preparation	sq ft	9,000	3.00	27,000.00	
050	Site Preparation	sq ft	9,000	3.00	27,000.00	
051	Site Preparation	sq ft	9,000	3.00	27,000.00	
052	Site Preparation	sq ft	9,000	3.00	27,000.00	
053	Site Preparation	sq ft	9,000	3.00	27,000.00	
054	Site Preparation	sq ft	9,000	3.00	27,000.00	
055	Site Preparation	sq ft	9,000	3.00	27,000.00	
056	Site Preparation	sq ft	9,000	3.00	27,000.00	
057	Site Preparation	sq ft	9,000	3.00	27,000.00	
058	Site Preparation	sq ft	9,000	3.00	27,000.00	



Project Name: St Lucie County Sports Complex Modernization
 Project Location: Port St Lucie, FL
 Date of Report: 8/20/19
 Gross Building Area: 176,288 SF
 Secondary Unit: 0
 FIVE-Building Cost Index: 7.16% Seals
 3.15%

Guaranteed Maximum Price (GMP) Deliverable
 REV 3

Line Item	Description	Qty	UN	Unit Cost	Subtotal	\$/SF	Comment
009	Refracts Gas Meter	1	LS	0.00	0.00	By Owner	
010	Injection System Call and Ops	1	LS	2,400.00	2,400.00	w/Allow	
011	Remove Existing Talcum (Hatch)	1	EA	2,000.00	2,000.00	w/Allow	
012	Recessed Lighting	1	EA	2,000.00	2,000.00	w/Allow	
013	Recessed Springs	1	EA	925.00	925.00	By Owner	
014	Redesign Existing Walkway (Pump) House	1	LS	0.00	0.00	By Owner	
015	Structural Steel Framing	1	LS	0.00	0.00	By Owner	
016	Interior Demolition	34,357	SF	2.50	85,892.50	w/Allow	
017	Interior Demo - Exd Existing Hvac Cabinets	7,374	SF	2.50	18,435.00	w/Allow	
018	Interior Demo - Exd Existing Floor at Concourse	2,000	SF	1.50	3,000.00	w/Allow	
019	Interior Demo - Remove Carpet & Lighting Vectors (Kitchen)	1	LS	3,000.00	3,000.00	w/Allow	
020	Interior Demo - Press Level - Demo Existing Recessed Framing	1,591	SF	1.25	1,988.75	w/Allow	
021	Interior Demo - Press Level - Remove Existing Framing	750	SF	5.00	3,750.00	w/Allow	
022	Interior Demo - Press Level - Ceiling Tops	43	EA	100.00	4,300.00	w/Allow	
023	Interior Demo - Press Level - Remove Existing Doors	1	LS	0.00	0.00	By Owner	
024	Blindling Demolition	9,205	SF	7.00	64,435.00	w/Allow	
025	Building Demolition Complete - Tilt Up	579	SF	7.00	4,053.00	w/Allow	
026	Subfloor Demolition Complete - Relevel	4,300	SF	7.00	30,100.00	w/Allow	
027	Chimney Demolition	2,656	SF	5.00	13,280.00	w/Allow	
028	Remove Structure at Home Clubhouse & Entrance	4,183	SF	2.00	8,366.00	w/Allow	
029	Remove Concrete Slab as Requested at Home Clubhouse	15,790	SF	2.00	31,580.00	w/Allow	
030	Remove Existing Slab at Concourse	13,774	SF	2.50	34,435.00	w/Allow	
031	Remove Slab	1	LS	900.00	900.00	w/Allow	
032	Remove Concrete RF Concourse Slab	350	SF	3.50	1,225.00	w/Allow	
033	Remove Concrete Home Slab	2,800	SF	3.50	9,800.00	w/Allow	
034	Remove Concrete Walls	1,000	SF	2.00	2,000.00	w/Allow	
035	Remove Structural Concrete Beams	140	LF	25.00	3,500.00	w/Allow	
036	Cut & Remove Slab Top at Vets Home Plaza	1,164	SF	30.00	34,920.00	w/Allow	
037	RF Structural Demolition	1	LS	20,000.00	20,000.00	w/Allow	
038	Architectural Demolition	7,000	SF	3.00	21,000.00	w/Allow	
039	Remove Exterior Sign at Home Clubhouse	7	EA	300.00	2,100.00	w/Allow	
040	Remove Exterior Sign at Home Clubhouse	2,300	SF	2.00	4,600.00	w/Allow	
041	Remove Exterior Enclosure	700	SF	1.50	1,050.00	w/Allow	
042	Remove Metal Roofing	151	LF	0.00	0.00	w/Allow	
043	Remove Roofing at Concourse	20	LF	5.00	100.00	w/Allow	
044	Remove Form & Girts at Concourse	20	LF	5.00	100.00	w/Allow	
045	Removal Demolition	20	EA	5.00	100.00	w/Allow	
046	Remove Beams	20	EA	5.00	100.00	w/Allow	
047	Temporary Steel Erection & Columns	2	TON	100,000.00	200,000.00	w/Allow	
048	Cut and Remove Slab	400	SF	30.00	12,000.00	w/Allow	
049	Cut and Remove Slab at (New) 2nd Vm	315	SF	50.00	15,750.00	w/Allow	
050	Demolish Existing Walk at Wetland Vm	400	SF	15.00	6,000.00	w/Allow	
051	Cut & Remove 2005 at New Home Plaza Vm	115	SF	5.00	575.00	w/Allow	
052		1	LS	0.00	0.00	By Owner	

\$12.66
 \$2,251,132
 \$311.61



Project Name: St Lucie County Sports Complex Administration
 Project Location: Port St Lucie, FL
 Date of Report: 8-Feb-19
 Gross Building Area: 176,285 SF
 Secondary Unit: 0
 ENR Building Code: 1000
 7,160 Seats
 3/2/19

Guaranteed Maximum Price (GMP) Deliverable
 REV.3

Line Item	Description	Qty	Unit	Unit Cost	Subtotal	Cost	Comment
109	REUSE - Panels	1	LS	2,620.00	2,620.00	2,620.00	
110	Wash Retention - 300 L. (incl. Caboose, 200g. Tanks, etc.)	1	LS	5,200.00	5,200.00	5,200.00	
111	Site Preparation and Safety	1	LS	474,000.00	474,000.00	474,000.00	
112	Temporary Fencing - Chain Link	3,600	LF	8.00	28,800.00	28,800.00	
113	Frame Gates	3	PZ	2,000.00	6,000.00	6,000.00	
114	Paint, Maintenance and Repairs	1	LS	5,000.00	5,000.00	5,000.00	
115	Sill Fencing	6,400	LF	2.00	12,800.00	12,800.00	
116	1/4" Sds	1	LS	2,000.00	2,000.00	2,000.00	
117	300 Pans, Sill Channels and Repairs	1	LS	2,000.00	2,000.00	2,000.00	
118	Trench Liners - 4' High	1	LS	2,000.00	2,000.00	2,000.00	
119	Bottomwork and Gravel	1	LS	10,000.00	10,000.00	10,000.00	
120	Cleaning and Prep Site - Light Gravel	147,774	SF	0.30	44,332.20	44,332.20	
121	Tires Prohibited Fencing	130,000	SF	0.20	26,000.00	26,000.00	
122	Rough Block Site	37	CY	1,000.00	37,000.00	37,000.00	
123	Earthwork - Cut and RT Grade	1,000,000	SF	0.10	100,000.00	100,000.00	
124	Earthwork - Backfill and Fill	2,111	CY	13.00	27,443.00	27,443.00	
125	Earthwork - Backfill and Fill	1	LS	25,000.00	25,000.00	25,000.00	
126	Earthwork - Backfill and Fill	1	LS	75,000.00	75,000.00	75,000.00	
127	Site Clean Up during construction and shoring	1	LS	20,000.00	20,000.00	20,000.00	
128	Site Clean Up during construction and shoring	1	LS	15,000.00	15,000.00	15,000.00	
129	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
130	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
131	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
132	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
133	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
134	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
135	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
136	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
137	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
138	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
139	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
140	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
141	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
142	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
143	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
144	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
145	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
146	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
147	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
148	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
149	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
150	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
151	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
152	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
153	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
154	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
155	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	
156	Site Clean Up during construction and shoring	1	LS	0.00	0.00	0.00	



Project Name: St. Lucie County Sports Complex Modernization
 Project Location: Port St. Lucie, FL
 Date of Report: 6-Feb-19
 Gross Building Area: 178,215 SF
 Secondary Unit: 0
 SMC Building Cost Index: 116.23

Guaranteed Maximum Price (GMP) Deliverable
 REV 5

Line	Description	Unit	Qty	Unit Cost	Amount	Material	Installation	Other	Comments
157	Water Supply Piping - 1/2" PVC	LF	12,115			12,115			12,115
158	Water Supply Piping - 3/4" PVC	LF	220			18,000			18,000
159	Water Supply Piping - 1" Fire-Stop	LF	500			95,000			95,000
160	Water Supply Piping - 1" Water Main	LF	10			0.00			10
161	Backflow Preventer/Check Valves - 1/2"	EA	40			0.00			40
162	Water Assembly - 3"	EA	1			0.00			1
163	Water System Wet Taps	EA	4,000.00			4,000.00			4,000.00
164	Fire hydrant	LS	1			4,000.00			4,000.00
165	Fire Department Connection	EA	0.00			0.00			0
166	Sanitary								
167	Sanitary Sewer Piping - 6" PVC	LF	10,000			10,000			10,000
168	Sanitary Sewer Piping - 8" PVC	LF	3,000			34,000			34,000
169	Sanitary Sewer Manholes	EA	4,000.00			4,000.00			4,000.00
170	Sanitary Sewer Tees	EA	0.00			0.00			0
171	Sanitary Man Tees	EA	0.00			0.00			0
172	Storm Sewer								
173	Storm Piping Systems - PVC 18"	LF	72,100			72,100			72,100
174	Storm Piping Systems - PVC 24"	LF	18,100			18,100			18,100
175	Storm Piping Systems - PVC 36"	LF	17,000			17,000			17,000
176	Storm Piping Systems - PVC 48"	LF	20,000			20,000			20,000
177	Storm Piping Systems - RCP 18"	LF	0.00			0.00			0
178	Storm Piping Systems - RCP 24"	LF	13,000			13,000			13,000
179	Storm Piping Systems - RCP 36"	LF	4,000			4,000			4,000
180	Storm Piping Systems - RCP 48"	LF	15,000			15,000			15,000
181	Storm Piping Systems - RCP 60"	LF	0.00			0.00			0
182	Storm Piping Systems - RCP 72"	LF	0.00			0.00			0
183	Storm Piping Systems - RCP 84"	LF	0.00			0.00			0
184	Storm Piping Systems - RCP 96"	LF	0.00			0.00			0
185	Storm Piping Systems - RCP 108"	LF	0.00			0.00			0
186	Storm Piping Systems - RCP 120"	LF	0.00			0.00			0
187	Storm Piping Systems - RCP 144"	LF	0.00			0.00			0
188	Storm Piping Systems - RCP 180"	LF	0.00			0.00			0
189	Storm Piping Systems - RCP 216"	LF	0.00			0.00			0
190	Storm Piping Systems - RCP 240"	LF	0.00			0.00			0
191	Storm Piping Systems - RCP 270"	LF	0.00			0.00			0
192	Storm Piping Systems - RCP 300"	LF	0.00			0.00			0
193	Storm Piping Systems - RCP 360"	LF	0.00			0.00			0
194	Storm Piping Systems - RCP 420"	LF	0.00			0.00			0
195	Storm Piping Systems - RCP 480"	LF	0.00			0.00			0
196	Storm Piping Systems - RCP 540"	LF	0.00			0.00			0
197	Storm Piping Systems - RCP 600"	LF	0.00			0.00			0
198	Storm Piping Systems - RCP 660"	LF	0.00			0.00			0
199	Storm Piping Systems - RCP 720"	LF	0.00			0.00			0
200	Storm Piping Systems - RCP 780"	LF	0.00			0.00			0
201	Storm Piping Systems - RCP 840"	LF	0.00			0.00			0
202	Storm Piping Systems - RCP 900"	LF	0.00			0.00			0
203	Storm Piping Systems - RCP 960"	LF	0.00			0.00			0
204	Storm Piping Systems - RCP 1020"	LF	0.00			0.00			0
205	Storm Piping Systems - RCP 1080"	LF	0.00			0.00			0

Total: \$1,148,560
 Includes all options & hardware and quantities
 Excludes all options & hardware and quantities

Project Name: St Lucie County Sports Complex Modernization
 Project Location: Port St Lucie, FL
 Date of Report: 8/28/19
 Gross Building Area: 176,205 SF
 Secondary Unit ID: 7160 - Seals
 SMR Building Cost History: 6,700,000

Barton
 Bartlow

Guaranteed Maximum Price (GMP) Deliverable
 REV 3

Line	Line Item	Description	Qty	Unit	Unit Cost	Cost	Subtotal	Column
205	128.00 SF	Standard Grey Sillcrete and Walkways	3.95	sf	14.00	55.30		
207	0.00	Cast-in-place concrete	0.00	sf	0.00	0.00		
208	15,000 SF	Aluminum Snow Parking	2.55	sf	5,880.00	14,880.00		
209	200 LF	Standard Sign Signs	50.00	lf	294.00	14,700.00		
210	4,822 SF	Gravel and Edging 1/2" x 1/4"	2.00	sf	7,261.00	14,522.00		
211	23 EA	Plastic Ramp w/ Treads 18"x18"	1,000.00	ea	6.00	6,000.00		
212	23 EA	Handrails w/ Gripable Straps	70.00	ea	140.00	9,800.00		
213	1 LF	Handrails w/ Gripable Straps	0.00	lf	0.00	0.00		
214	1 LF	Handrails w/ Gripable Straps	7,500.00	lf	140.00	1,050,000.00		
215	1 LF	Handrails w/ Gripable Straps	0.00	lf	0.00	0.00		
216	1 LF	Handrails w/ Gripable Straps	0.00	lf	0.00	0.00		
217	1 LF	Handrails w/ Gripable Straps	0.00	lf	0.00	0.00		
218	1723 SF	Concrete Resurfacing Walkways, Driveway (Per Estimate) - Silver Stone - Alternative	35.60	sf	48.15	1,716.85		
219	35.60	Concrete Resurfacing Walkways, Driveway (Per Estimate) - Silver Stone - Alternative	35.60	sf	48.15	1,716.85		
220	0.00	Site Improvements	0.00	sf	0.00	0.00		
221	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
222	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
223	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
224	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
225	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
226	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
227	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
228	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
229	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
230	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
231	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
232	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
233	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
234	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
235	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
236	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
237	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
238	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
239	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
240	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
241	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
242	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
243	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
244	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
245	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
246	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
247	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
248	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
249	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
250	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
251	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
252	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
253	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		
254	0.00	Decorative Fencing 36" High Galva	0.00	sf	0.00	0.00		

St Lucie County Sports Complex Modernization
 Port St Lucie, FL
 6-Feb-19
 170,285 SF
 7,100 Seats
 2,166,229

Project Name:
 Project Location:
 Date of Report:
 Gross Building Area:
 Secondary Unit 0
 E.M.F. Building Cost: 170,285 SF
 7,100 Seats
 2,166,229



Guaranteed Maximum Price (GMP) Deliverable
 REV 3

Line	Line Item	Description	Qty	Unit	Cost	Subtotal	Comment
225	225	Seal Antiseptant	1 LS		170,285.00	170,285.00	
226	226	Warranty for McMillan Vow	1 LS		66,663.00	66,663.00	
227	227	Duro Palace - Spachman Palm - Moprol - Estabon.	6 EA		3,000.00	3,000.00	
228	228	Recessed Royal Palm	6 EA		200.00	200.00	
229	229	Recessed Royal Palm	6 EA		500.00	500.00	
230	230	Recessed Royal Palm	6 EA		500.00	500.00	
231	231	Recessed Royal Palm	6 EA		500.00	500.00	
232	232	Recessed Royal Palm	6 EA		500.00	500.00	
233	233	Recessed Royal Palm	6 EA		500.00	500.00	
234	234	Recessed Royal Palm	6 EA		500.00	500.00	
235	235	Recessed Royal Palm	6 EA		500.00	500.00	
236	236	Recessed Royal Palm	6 EA		500.00	500.00	
237	237	Recessed Royal Palm	6 EA		500.00	500.00	
238	238	Recessed Royal Palm	6 EA		500.00	500.00	
239	239	Recessed Royal Palm	6 EA		500.00	500.00	
240	240	Recessed Royal Palm	6 EA		500.00	500.00	
241	241	Recessed Royal Palm	6 EA		500.00	500.00	
242	242	Recessed Royal Palm	6 EA		500.00	500.00	
243	243	Recessed Royal Palm	6 EA		500.00	500.00	
244	244	Recessed Royal Palm	6 EA		500.00	500.00	
245	245	Recessed Royal Palm	6 EA		500.00	500.00	
246	246	Recessed Royal Palm	6 EA		500.00	500.00	
247	247	Recessed Royal Palm	6 EA		500.00	500.00	
248	248	Recessed Royal Palm	6 EA		500.00	500.00	
249	249	Recessed Royal Palm	6 EA		500.00	500.00	
250	250	Recessed Royal Palm	6 EA		500.00	500.00	
251	251	Recessed Royal Palm	6 EA		500.00	500.00	
252	252	Recessed Royal Palm	6 EA		500.00	500.00	
253	253	Recessed Royal Palm	6 EA		500.00	500.00	
254	254	Recessed Royal Palm	6 EA		500.00	500.00	
255	255	Recessed Royal Palm	6 EA		500.00	500.00	
256	256	Recessed Royal Palm	6 EA		500.00	500.00	
257	257	Recessed Royal Palm	6 EA		500.00	500.00	
258	258	Recessed Royal Palm	6 EA		500.00	500.00	
259	259	Recessed Royal Palm	6 EA		500.00	500.00	
260	260	Recessed Royal Palm	6 EA		500.00	500.00	
261	261	Recessed Royal Palm	6 EA		500.00	500.00	
262	262	Recessed Royal Palm	6 EA		500.00	500.00	
263	263	Recessed Royal Palm	6 EA		500.00	500.00	
264	264	Recessed Royal Palm	6 EA		500.00	500.00	
265	265	Recessed Royal Palm	6 EA		500.00	500.00	
266	266	Recessed Royal Palm	6 EA		500.00	500.00	
267	267	Recessed Royal Palm	6 EA		500.00	500.00	
268	268	Recessed Royal Palm	6 EA		500.00	500.00	
269	269	Recessed Royal Palm	6 EA		500.00	500.00	
270	270	Recessed Royal Palm	6 EA		500.00	500.00	
271	271	Recessed Royal Palm	6 EA		500.00	500.00	
272	272	Recessed Royal Palm	6 EA		500.00	500.00	
273	273	Recessed Royal Palm	6 EA		500.00	500.00	
274	274	Recessed Royal Palm	6 EA		500.00	500.00	
275	275	Recessed Royal Palm	6 EA		500.00	500.00	
276	276	Recessed Royal Palm	6 EA		500.00	500.00	
277	277	Recessed Royal Palm	6 EA		500.00	500.00	
278	278	Recessed Royal Palm	6 EA		500.00	500.00	
279	279	Recessed Royal Palm	6 EA		500.00	500.00	
280	280	Recessed Royal Palm	6 EA		500.00	500.00	
281	281	Recessed Royal Palm	6 EA		500.00	500.00	
282	282	Recessed Royal Palm	6 EA		500.00	500.00	
283	283	Recessed Royal Palm	6 EA		500.00	500.00	
284	284	Recessed Royal Palm	6 EA		500.00	500.00	
285	285	Recessed Royal Palm	6 EA		500.00	500.00	
286	286	Recessed Royal Palm	6 EA		500.00	500.00	
287	287	Recessed Royal Palm	6 EA		500.00	500.00	
288	288	Recessed Royal Palm	6 EA		500.00	500.00	
289	289	Recessed Royal Palm	6 EA		500.00	500.00	
290	290	Recessed Royal Palm	6 EA		500.00	500.00	
291	291	Recessed Royal Palm	6 EA		500.00	500.00	
292	292	Recessed Royal Palm	6 EA		500.00	500.00	
293	293	Recessed Royal Palm	6 EA		500.00	500.00	
294	294	Recessed Royal Palm	6 EA		500.00	500.00	
295	295	Recessed Royal Palm	6 EA		500.00	500.00	
296	296	Recessed Royal Palm	6 EA		500.00	500.00	
297	297	Recessed Royal Palm	6 EA		500.00	500.00	
298	298	Recessed Royal Palm	6 EA		500.00	500.00	
299	299	Recessed Royal Palm	6 EA		500.00	500.00	
300	300	Recessed Royal Palm	6 EA		500.00	500.00	
301	301	Recessed Royal Palm	6 EA		500.00	500.00	
302	302	Recessed Royal Palm	6 EA		500.00	500.00	
303	303	Recessed Royal Palm	6 EA		500.00	500.00	

Project Name: St. Lucie County Sports Complex Modernization
 Project Location: Port St. Lucie, FL
 Date of Report: 8-Feb-19
 Gross Building Area: 176,285 SF
 Secondary Unit 0: 7,160 Seats
 SMC Building Cost Index: 4,310.25



Guaranteed Maximum Price (GMP) Deliverable
 REV 3

Line	Description	Unit	Cost	Subtotal	Comment
304	PF Framing - Hydrotheriz	1 LS	3,000.00		
305	SCS Edge Framing	2,700 LF	3.75	10,125.00	
306	SCS Edge Frame - Finishes	1 LS	2,000.00		
307	SCS Main Slab Framing	1,650 LF	3.75	6,187.50	
308	Wall Framing	1579 SF	7.25	11,428.75	
309	SCS Self Pocon	44,000 SF	0.15	6,600.00	
310	SCS Slab Form	44,000 SF	0.25	11,000.00	
311	SIP Concrete Slab	3,000 SF	3.00	9,000.00	
312	Hand-applied Poly-Epoxy Floor	2,000 SF	2.50	5,000.00	
313	Column Forming	1 LS	5.25	5.25	
314	Cast Concrete Forming	16,500 SF	3.75	61,875.00	
315	Formwork (also Forming)	200 LF	1.50	300.00	
316	Slab Operating and Removal Framing	1,000 SF	0.50	500.00	
317	Steel Engineering Crew	4 LS	5,000.00		
318	Cost Controlling Framing	800 Hrs	25.00	20,000.00	
319	Bidley Costs for Structural problems	170,275 SF	1.00	170,275.00	
320	Supervision and Concrete Supplemental	170,275 SF	1.00	170,275.00	
321	Clean Up - Dump Fees Structure	1 LS	25,000.00		
322	Handing	1 LS	3,000.00		
323	CR for Concrete	4 MB	4,000.00		
324	Crane for Forming Hoisting	2 Hrs	4,000.00		
325	RFSC Forming	1 LS	15,000.00		
326	Set Formwork Scaffolding	1 LS	7,500.00		
327	Steel Tower Forming for Access	1 LS	500.00		
328					
329					
330					
331	Reinforcing Steel Materials				
332	Foundations (7,700 lbs)	15 TON	525.00		
333	RF Reinforcement (20,000 lbs)	3 TON	1,500.00		
334	Lower Steel Deck (20,000 lbs)	12 TON	600.00		
335	Lower Steel Deck (20,000 lbs)	12 TON	600.00		
336	CIP Concrete Slab (110,000 lbs)	1 TON	900.00		
337	Wall Rebar (20,000 lbs)	3 TON	1,500.00		
338	Column Rebar (20,000 lbs)	5 TON	2,500.00		
339	Hydrotheriz Rebar	1 TON	900.00		
340	Tru Beam Rebar (20,000 lbs)	1 TON	900.00		
341	Slotted Suction Cast Rebar (20,000 lbs)	3 TON	1,500.00		
342	WVF 60 SMC Slab on Deck	44,000 SF	0.15	6,600.00	
343	WVF 60 SMC Slab on Deck	17,500 SF	0.15	2,625.00	
344	WVF 60 SMC Slab on Deck	3 TON	1,500.00		
345	Reinforcing Steel Labor				
346	Rebar Labor				
347	Form Work Labor	64 TON	420.00		
348	WVF Reinforcing	20,000 SF	0.20	4,000.00	
349	PT Casting (Material and Installation)	20 SF	0.00		
350		1 LS	0.00		
351					
352	Cast-in-Place Concrete				

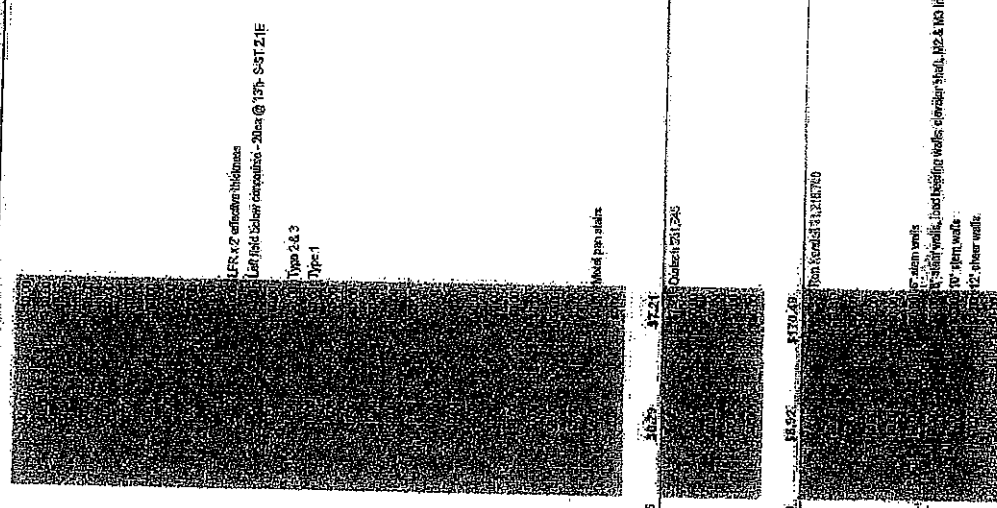


ST Lucie County Sports Complex Modernization
 Part St Lucie, FL
 8-Feb-19
 176,235 SF
 7:160 Scale
 ENR Building Cost Index
 10/2018=24

Guaranteed Maximum Price (GMP) Deliverables
 REV 3

Project Name:
 Project Location:
 Date of Report:
 Gross Building Area:
 Secondary Unit 0
 ENR Building Cost Index

Line	Unit	Description	Qty	Unit Cost	Subtotal	Notes
353	—	—	—	—	—	—
354	—	—	—	—	—	—
355	407 CY	—	18.00	7,326.00		
356	14 CY	—	55.20	772.80		
357	373 CY	—	97.10	36,224.70		
358	12 CY	—	108.50	1,302.00		
359	37 CY	—	102.00	3,774.00		
360	—	—	102.00	10,200.00		
361	—	—	0.50	0.50		
362	250 BS	—	50.00	12,500.00		
363	14 CY	—	103.00	1,442.00		
364	31 CY	—	103.00	3,193.00		
365	372 CY	—	102.00	37,824.00		
366	220 CY	—	105.00	23,100.00		
367	325 CY	—	102.00	33,150.00		
368	20 CY	—	72.00	1,440.00		
369	170 BY	—	95.20	16,184.00		
370	2,640 CY	—	4.00	10,560.00		
371	2,833 CY	—	1.65	4,674.45		
372	2,823 CY	—	0.75	2,117.25		
373	2,653 CY	—	8.50	22,550.50		
374	—	—	—	—		
375	2,643 CY	—	30.00	79,290.00		
376	2,543 2X	—	13.00	33,059.00		
377	15 1S	—	150.00	2,250.00		
378	—	—	—	—		
379	1 1S	—	2630.00	2,630.00		
380	84 1P	—	10.00	840.00		
381	—	—	0.00	0.00		
382	—	—	—	—		
383	—	—	—	—		
384	1 1S	Sub Soil - Ditch	47,800.00	\$1,400	66,920.00	
385	800 1P	Precast Monolithic Slab 1' Thick x 8' Return	800	85.00	68,000.00	
386	240 8F	Precast 8' dia. Ducting	240	300.00	72,000.00	
387	4 1S	Install 5' Hoisting	4	16,000.00	64,000.00	
388	—	—	0.00	0.00		
389	—	—	—	—		
390	—	—	—	—		
391	1 1S	Sub Soil - Non Kerata	1,246,700.00	\$1,000	1,246,700.00	
392	1 1S	Sub Soil - Kerata - 6' x 8' (incl. Crustacean, Bivalve, Tenthac, Sphero)	41,000.00	(85,000)	(34,000.00)	
393	—	—	—	—		
394	—	—	—	—		
395	50 5F	MLD Concrete Wall	50	25.00	1,250.00	
396	—	—	—	—		
397	1,514 5F	5' Masonry	1,514	11.25	17,028.75	
398	43,300 5F	8' Masonry	43,300	10.60	459,060.00	
399	300 5F	12' Masonry	300	17.00	5,100.00	
400	1,531 3F	Ground Rock Masonry / Return	1,531	33.50	51,288.50	
401	5,776 3F	—	20.00	115,520.00		



Project Name: St. Louis County Sports Complex Modernization
 Project Location: Port St. Louis, MO
 Date of Report: 06/04/19
 Gross Building Area: 7,189 SF
 Secondary Unit: 0
 ENR Building Cost Index: 40,765.29

Guaranteed Maximum Price (GMP) Deliverable
 REV-3



Line Item	Description	Quantity	Unit	Price	Subtotal	Material	Installation	Other	Total
402	Cell PB	222	CY	124.00	27,528.00	27,528.00			27,528.00
403	Ballpark Hot Frames in situ	03	EA	124.00	372.00				372.00
404	Cast Stone Caps	1	LS	15,000.00	15,000.00				15,000.00
405	Insulation Board	1	LS	74,000.00	74,000.00				74,000.00
406									
407									
408	Structural Steel								
409	Sub-BM - Full Steel	1	LS	3,000.00	3,000.00				3,000.00
410	Sub-BM - Full Steel	1	LS	17,750.00	17,750.00				17,750.00
411	Sub-BM - Full Steel	1	LS	22,000.00	22,000.00				22,000.00
412	Sub-BM - Full Steel								
413	Sub-BM - Full Steel								
414	Sub-BM - Full Steel								
415	Sub-BM - Full Steel								
416	Sub-BM - Full Steel								
417	Sub-BM - Full Steel								
418	Sub-BM - Full Steel								
419	Sub-BM - Full Steel								
420	Sub-BM - Full Steel								
421	Sub-BM - Full Steel								
422	Sub-BM - Full Steel								
423	Sub-BM - Full Steel								
424	Sub-BM - Full Steel								
425	Sub-BM - Full Steel								
426	Sub-BM - Full Steel								
427	Sub-BM - Full Steel								
428	Sub-BM - Full Steel								
429	Sub-BM - Full Steel								
430	Sub-BM - Full Steel								
431	Sub-BM - Full Steel								
432	Sub-BM - Full Steel								
433	Sub-BM - Full Steel								
434	Sub-BM - Full Steel								
435	Sub-BM - Full Steel								
436	Sub-BM - Full Steel								
437	Sub-BM - Full Steel								
438	Sub-BM - Full Steel								
439	Sub-BM - Full Steel								
440	Sub-BM - Full Steel								
441	Sub-BM - Full Steel								
442	Sub-BM - Full Steel								
443	Sub-BM - Full Steel								
444	Sub-BM - Full Steel								
445	Sub-BM - Full Steel								
446	Sub-BM - Full Steel								
447	Sub-BM - Full Steel								
448	Sub-BM - Full Steel								
449	Sub-BM - Full Steel								
450	Sub-BM - Full Steel								

Guaranteed Maximum Price (GMP) Deliverable
 REV 2



Line	Description	Unit	Quantity	Unit Price	Amount	Comments
500	R400 - SSC Part (3) Multi Entry Star 5' Elm (Hana Bab)	ea	1	50.00	50.00	1 ea Unlabeled
501	R402 - Recessed Part (3) Flat Basic Star	ea	50	65.00	3,250.00	50 ea Unlabeled
502	R402 - Recessed Part (3) Flat Basic Star	ea	13	45.00	585.00	13 ea Unlabeled
503	R402 - Recessed Part (3) Flat Basic Star	ea	89	55.00	4,895.00	89 ea Unlabeled
504	R402 - Recessed Part (3) Flat Basic Star	ea	145	25.00	3,625.00	145 ea Unlabeled
505	R402 - Recessed Part (3) Flat Basic Star	ea	25	55.00	1,375.00	25 ea Unlabeled
506	R402 - Recessed Part (3) Flat Basic Star	ea	7	45.00	315.00	7 ea Unlabeled
507	R402 - Recessed Part (3) Flat Basic Star	ea	64	55.00	3,520.00	64 ea Unlabeled
508	R402 - Recessed Part (3) Flat Basic Star	ea	4	750.00	3,000.00	4 ea Unlabeled
509	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
510	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
511	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
512	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
513	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
514	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
515	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
516	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
517	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
518	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
519	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
520	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
521	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
522	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
523	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
524	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
525	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
526	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
527	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
528	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
529	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
530	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
531	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
532	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
533	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
534	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
535	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
536	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
537	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
538	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
539	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
540	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
541	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
542	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
543	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
544	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
545	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
546	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
547	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled
548	R402 - Recessed Part (3) Flat Basic Star	ea	1	0.00	0.00	1 ea Unlabeled

Project Name: St Lucie County Sports Complex Modernization
 Project Location: Port St Lucie, FL
 Date of Report: 8-Feb-19
 Gross Building Area: 178,245 SF
 Secondary Unit: 0
 SEVER Building Cost Index: 6,035.24

Guaranteed Maximum Price (GMP) Dashboard
 REV 3

Line Item	Description	City	Unit	Cost	Amount	Comment
549	Entry Lobby Reception Desk Complete		10 LF	500.00		w/Advanced
550	Platform at Reception		1 LS	2500.00		w/Advanced
551	Plastic Odor Control Platform		1 LS	81.00		By Other
552	Field Linearity Taps		110 LF	65.00		w/Advanced
553	Surface Street Washbasins at LF (w- 37' x 60')		37 LF	160.00		w/Advanced
554	Soft Surface Tapp		45 LF	120.00		w/Advanced
555	Soft Surface Taps w/ Backsplash		134 LF	140.00		w/Advanced
556	Soft Surface Taps w/ Backsplash - Press Level		127 LF	140.00		w/Advanced
557	Display Case Lighting		1 LS	1,000.00		\$1,000
558	Soft Surface w/ Show Sills		159 LF	20.00		w/Advanced
559	Coiling of Taps		1 LS	1.50		w/Advanced
560	Coat-Check Protection		1 LF	3,000.00		\$3,000
561			1 LS	8.00		\$8
562						
563	21 Waterproof & Dampproof				\$787,500	\$148.89
564	6th Flr - FFS		1 LS	450,000.00		650,000
565	Sub Flr Deck - 1/2" (incl. Chalkboard, Slatery Trench, Blocks)		1 LS	-4,200.00		(65,000)
566	Sub Flr Adjustment - ADG		1 LS	-2,000.00		(65,000)
567	-STAIRWELL-					
568	Flashed FR Waterproofing		200 SF	4.50		w/ADG
569	Hydroxymethyl Furfural Resin		294 SF	4.50		w/ADG
570	Waterproof Existing Concrete Wall Slab		14,868 SF	6.00		w/ADG
571	Waterproof New Concrete Wall Slab		12,065 SF	6.00		w/ADG
572	Expendable Trench		1 LS	0.40		w/ADG
573	Waterproof Existing & AFF'd Finishes Wall		4,255 SF	4.00		w/ADG
574	Waterproof Brick Wall at Lower Bay		12,000 SF	2.50		w/ADG
575	Waterproof Terrace/Concrete Overlaid Slab		1 LS	6.00		\$6
576	Damp-proof at Memory		1 LS	1.25		w/ADG
577	Turned Wall Waterproofing		0.00	0.00		\$0
578	Turned Brick Waterproofing		0.00	0.00		\$0
579	Waterproofing at 2nd Flr Grabs Walls		72,200 SF	4.50		w/ADG
580	Turned Brick Siding Brk		6,800 SF	7.25		w/Alumelux
581			1 LS	0.00		\$0
582						
583	22 Flashing & Waterproofing & Accessories				\$720,150	\$148.89
584	6th Flr - Estaim		1 LS	1,348,650.00		812,819
585	Sub Flr Deck - Family Room 1 - NJLE Roof Replacement		1 LS	-245,000.00		(355,000)
586	Sub Flr Deck - Family Room 2 - Existing Exterior Modification		1 LS	-2,000.00		(32,000)
587	Sub Flr Deck - ME B Deck, Grabeece, Basing Tunnel, Stairs		1 LS	-1,000.00		(10,000)
588	-SITE & ARCHITECTURE BULLETPROOF-					
589	Coating on Trench		1 LS	10,000.00		w/Estaim
590	Coating on Concrete Wall		1 LS	1,500.00		w/Estaim
591	-STAIRWELL-					
592	Membrane Reinforcement System		25,027 SF	11.25		w/Estaim
593	Additional TPO Layer at Kitchen Roof		800 SF	3.75		w/Estaim
594	Steel Coating		2,250 SF	4.00		w/Estaim
595	Proposed Deck Roofing		5,171 SF	6.75		w/Estaim
596	Coating System at High Roof		1 LS	100,000.00		w/Estaim
597	Painting of Existing Roofing		1 LS	10,000.00		w/Estaim



St Lucie County Sports Complex Modernization
 Port St Lucie, FL
 8-Feb-19
 176,235 SF
 3,180 Seals
 62,160 SF

Guaranteed Maximum Price (GMP) Deliverable
 REV 3

Project Name:
 Project Location:
 Date of Report:
 Gross Building Area:
 Secondary Unit (1)
 GMP Building Code Type:

Line	Description	Unit Cost	Quantity	Amount	Change
598	Concrete Top Roofing	0.00	0		
599	Membrane (roof) w/ Flashing	15.00	0		
600	Sealant at Sealing Band	12.00	0		
601		0.05	0		
602		0.00	0		
23	Caulking & Sealants			\$0.00	\$0.00
604	STAIRS				
605	Exterior Cladding w/ Sealant	75.00/EA	65/EA		
606	Insulation	0.20	W/1800		
607		0.00	0		
608		0.00	0		
24	Metal Doors & Frames			\$1,178	\$1,178
609	Sub Etc - Coln	-45,178.00	92/EA		
610	Sub Bid Deduct - County Item 3 - Elevation/Exterior Modifications	-4,846.00	1 LS		
611	Sub Bid Deduct - County Item 3 - County Office Pk Cur	-14,944.00	1 LS		
612	Sub Bid Deduct - Hills (incl. Clubhouse, Balling Terrace, Stairway)	-74,200.00	1 LS		
613	STAIRS				
614	Single Hdr Primer	15.00	W/1000		
615	Double Hdr Primer	20.00	W/1000		
616	Hdr Dwg	350.00	W/1000		
617	Install Door Frames	50.00	W/1000		
618	Hang Hdr Doors	60.00	W/1000		
619		0.00	0		
620		0.00	0		
621		0.00	0		
25	Wood & Plastic Doors			\$0.00	\$0.00
622	STAIRS				
623	Wood Cas. Leans	350.00	W/1000		
624	Hang Wood Doors	35.00	W/1000		
625		0.00	0		
626		0.00	0		
627		0.00	0		
26	Special Doors and Auto Operated			\$46,551	\$46,551
628	Sub Etc - Coln	46,551.00	1 LS		
629	STAIRS				
630	Roll Up Door	45.00	W/1000		
631	Exterior Door Auto Operates	0.00	By Owner		
632	Interior Door Auto Operates	0.00	By Owner		
633	Rolling Curtain Shutters	60.00	W/1000		
634	Rolling Grt	0.00	0		
635		0.00	0		
636		0.00	0		
27	Finish Hardware			\$0.00	\$0.00
637	STAIRS				
638	Finish Hardware per List	1,200.00	W/1000		
639	Install Finish Hardware	100.00	W/1000		
640	Central Security Hardware	0.00	By Owner		
641		0.00	0		
642		0.00	0		
643		0.00	0		
644		0.00	0		
28	Change Scheduling / Metal Payable			\$11.45	\$11.45
645	Glass & Glazing	\$2,000.00			

Project Name: St Lucie County Sports Complex Modernization
Project Location: Port St Lucie, FL
Date of Report: 8-16-19
Gross Building Area: 176,285 SF
Secondary Unit: 0
Estimate Number: 2019-0001

Guaranteed Maximum Price (GMP) Deliverable
 REV 3

Line	Line Item	Description	Quantity	Unit	Price	Amount	Notes
547	1 LS	Sub Bid - Aluminum Glaze	1	LS	91321.490	91,321.49	Aluminum Glaze \$2,100.00
548	1 LS	Sub Bid Detail - Churny Item 3 - Existing Elevator Modifications	1	LS	41,000.00	41,000.00	Condition \$1,000.00 (existing interior finishes)
549	1 LS	Sub Bid Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	LS	3,000.00	3,000.00	Ins. Chubbies
550	1 LS	Sub Bid Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	LS	3,000.00	3,000.00	Ins. Chubbies
551	1,200 SF	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1,200	SF	16.00	19,200.00	w/Aluminum
552	1,000 SF	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1,000	SF	16.00	16,000.00	w/Aluminum
553	1,000 SF	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1,000	SF	16.00	16,000.00	w/Aluminum
554	200 SF	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	200	SF	16.00	3,200.00	w/Aluminum
555	2 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	2	EA	4,000.00	8,000.00	w/Aluminum
556	39 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	39	EA	4,000.00	156,000.00	w/Aluminum
557	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	2,000.00	2,000.00	w/Aluminum
558	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
559	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
560	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
561	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
562	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
563	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
564	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
565	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
566	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
567	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
568	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
569	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
570	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
571	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
572	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
573	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
574	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
575	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
576	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
577	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
578	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
579	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
580	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
581	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
582	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
583	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
584	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
585	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
586	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
587	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
588	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
589	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
590	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
591	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
592	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
593	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
594	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	
595	1 EA	Glaze Detail - 481.9 (Ins. Chubbies, Bulging Turntable, Staircase)	1	EA	0.00	0.00	

St Lucie County Sports Complex Modernization GMP Estimate 2019-0001 Rev 3.3A
 Date: 8/16/2019 10:24 AM
 User: J. Smith



Project Name: St Lucie County Sports Complex Modernization
 Project Location: Port St Lucie, FL
 Date of Report: 8-Feb-19
 Gross Building Area: 175,265 SF
 Secondary Unit: 0
 EIR: Building Cost Index: 277.00

Guaranteed Maximum Price (GMP) Deliverable
 REV 3

Line	Line Item	Description	Qty	Unit	Unit Cost	Subtotal	Comment
31	Cypressium Drywall					\$2,015,348	
688	Sub-BB - [Redacted]		1	LS	2,015,348	\$2,015,348	
689	Sub-BB Dishes - Core/Plumb - Existing Elements/Modifications		1	LS	450,000	(450,000)	
690	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	19,100.00	(19,100)	
700	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
701	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
702	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
703	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
704	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
705	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
706	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
707	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
708	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
709	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
710	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
711	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
712	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
713	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
714	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
715	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
716	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
717	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
718	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
719	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
720	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
721	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
722	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
723	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
724	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
725	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
726	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
727	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
728	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
729	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
730	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
731	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
732	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
733	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
734	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
735	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
736	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
737	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
738	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
739	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
740	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
741	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
742	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
743	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	
744	Sub-BB Dishes - Core/Plumb - Core/Plumb		1	LS	1,000,000	(1,000,000)	

2777.00
 None assumed at entry canopy
 None assumed at entry canopy



Project Name: St. Lucie County Sports Complex Modernization
 Project Location: Part St. Lucie, FL
 Date of Report: 8-Feb-19
 Gross Building Area: 176,285 SF
 Secondary Use: 7,160 Seats
 ENR Building Cost Index: 1,160.00

Guaranteed Maximum Price (GMP) Deliverable
 REV 3

Line	Unit	Description	Qty	Unit	Cost	Material	Quantity	Unit	Cost	Material
746		Walls								
747	15,210	SF	15,210	SF	6.30	15,210	SF	96,822.00	15,210	SF
748	176,285	SF	176,285	SF	0.07	176,285	SF	12,740.00	176,285	SF
749	7,160	Seats	7,160	Seats	0.00	7,160	Seats	0.00	7,160	Seats
750										
751		Acoustical Treatment								
752	Sub B6 - Acoustic		2,072,242		3,940.24	2,072,242		8,172,518.00	2,072,242	
753	Sub B6 - Acoustic		1	LS	4,180.00	1	LS	4,180.00	1	LS
754	Sub B6 - Acoustic		1	LS	4,180.00	1	LS	4,180.00	1	LS
755	Sub B6 - Acoustic		1	LS	4,180.00	1	LS	4,180.00	1	LS
756	Acoustical Ceiling System 202		20,000	SF	4.05	20,000	SF	81,000.00	20,000	SF
757	Acoustical Ceiling System 202		1,871	SF	3.50	1,871	SF	6,608.50	1,871	SF
758	Acoustical Ceiling System 202		1,500	SF	75.00	1,500	SF	112,500.00	1,500	SF
759	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
760	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
761	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
762	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
763	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
764	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
765	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
766	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
767	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
768	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
769	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
770	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
771	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
772	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
773	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
774	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
775	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
776	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
777	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
778	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
779	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
780	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
781	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
782	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
783	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
784	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
785	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
786	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
787	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
788	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
789	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
790	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
791	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
792	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
793	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
794	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
795	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
796	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
797	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
798	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
799	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
800	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
801	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
802	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
803	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
804	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
805	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
806	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
807	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
808	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
809	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
810	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
811	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
812	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
813	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
814	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
815	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
816	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
817	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
818	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
819	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
820	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
821	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
822	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF
823	Acoustical Ceiling System 202		1	SF	0.00	1	SF	0.00	1	SF

Project Name: St. Lucie County Sports Complex Modernization
 Project Location: Port St. Lucie, FL
 Date of Report: 8/26/19
 Gross Building Area: 176,285 SF
 Secondary Unit: 7,122 Seats
 EAPR Building Code: 1909
 EAPR Building Code: 1909



Guaranteed Maximum Price (GMP) Deliverable
 REV 3

Line Item	Description	QTY	UNIT	UNIT COST	AMOUNT	QTY	UNIT	UNIT COST	AMOUNT	Comments
794	Rebar - Steel Traced		SF	0.07	50					
795			LS	0.01	50					
796	35 Painting & Waterproofing				\$771,193				\$771,193	
799	Subcontract - Quality Item 5 - Quality Check FR-01	1	LS	530,000	530,000					Maximum \$530,000
800	Subcontract - Quality Item 5 - Quality Check FR-02	1	LS	108,372.91	108,372.91					Maximum \$108,372.91
801	Subcontract - Quality Item 5 - Quality Check FR-03	1	LS	0.00	0.00					
802	Subcontract - Quality Item 5 - Quality Check FR-04	1	LS	0.00	0.00					
803	Subcontract - Quality Item 5 - Quality Check FR-05	1	LS	0.00	0.00					
804	Subcontract - Quality Item 5 - Quality Check FR-06	1	LS	0.00	0.00					
805	Subcontract - Quality Item 5 - Quality Check FR-07	1	LS	0.00	0.00					
806	Subcontract - Quality Item 5 - Quality Check FR-08	1	LS	0.00	0.00					
807	Subcontract - Quality Item 5 - Quality Check FR-09	1	LS	0.00	0.00					
808	Subcontract - Quality Item 5 - Quality Check FR-10	1	LS	0.00	0.00					
809	Subcontract - Quality Item 5 - Quality Check FR-11	1	LS	0.00	0.00					
810	Subcontract - Quality Item 5 - Quality Check FR-12	1	LS	0.00	0.00					
811	Subcontract - Quality Item 5 - Quality Check FR-13	1	LS	0.00	0.00					
812	Subcontract - Quality Item 5 - Quality Check FR-14	1	LS	0.00	0.00					
813	Subcontract - Quality Item 5 - Quality Check FR-15	1	LS	0.00	0.00					
814	Subcontract - Quality Item 5 - Quality Check FR-16	1	LS	0.00	0.00					
815	Subcontract - Quality Item 5 - Quality Check FR-17	1	LS	0.00	0.00					
816	Subcontract - Quality Item 5 - Quality Check FR-18	1	LS	0.00	0.00					
817	Subcontract - Quality Item 5 - Quality Check FR-19	1	LS	0.00	0.00					
818	Subcontract - Quality Item 5 - Quality Check FR-20	1	LS	0.00	0.00					
819	Subcontract - Quality Item 5 - Quality Check FR-21	1	LS	0.00	0.00					
820	Subcontract - Quality Item 5 - Quality Check FR-22	1	LS	0.00	0.00					
821	Subcontract - Quality Item 5 - Quality Check FR-23	1	LS	0.00	0.00					
822	Subcontract - Quality Item 5 - Quality Check FR-24	1	LS	0.00	0.00					
823	Subcontract - Quality Item 5 - Quality Check FR-25	1	LS	0.00	0.00					
824	Subcontract - Quality Item 5 - Quality Check FR-26	1	LS	0.00	0.00					
825	Subcontract - Quality Item 5 - Quality Check FR-27	1	LS	0.00	0.00					
826	Subcontract - Quality Item 5 - Quality Check FR-28	1	LS	0.00	0.00					
827	Subcontract - Quality Item 5 - Quality Check FR-29	1	LS	0.00	0.00					
828	Subcontract - Quality Item 5 - Quality Check FR-30	1	LS	0.00	0.00					
829	Subcontract - Quality Item 5 - Quality Check FR-31	1	LS	0.00	0.00					
830	Subcontract - Quality Item 5 - Quality Check FR-32	1	LS	0.00	0.00					
831	Subcontract - Quality Item 5 - Quality Check FR-33	1	LS	0.00	0.00					
832	Subcontract - Quality Item 5 - Quality Check FR-34	1	LS	0.00	0.00					
833	Subcontract - Quality Item 5 - Quality Check FR-35	1	LS	0.00	0.00					
834	Subcontract - Quality Item 5 - Quality Check FR-36	1	LS	0.00	0.00					
835	Subcontract - Quality Item 5 - Quality Check FR-37	1	LS	0.00	0.00					
836	Subcontract - Quality Item 5 - Quality Check FR-38	1	LS	0.00	0.00					
837	Subcontract - Quality Item 5 - Quality Check FR-39	1	LS	0.00	0.00					
838	Subcontract - Quality Item 5 - Quality Check FR-40	1	LS	0.00	0.00					
839	Subcontract - Quality Item 5 - Quality Check FR-41	1	LS	0.00	0.00					
840	Subcontract - Quality Item 5 - Quality Check FR-42	1	LS	0.00	0.00					
841	Subcontract - Quality Item 5 - Quality Check FR-43	1	LS	0.00	0.00					

REVISED
BY: [Signature]

Project Name: St. Lucie County Sports Complex Redevelopment
 Port St. Lucie, FL
 8-Feb-19
 176,205 SF
 7,100 Seats
 REV 3

Guaranteed Maximum Price (GMP) Deliverable
 REV 3

Project Name:
 Project Location:
 Date of Report:
 Gross Building Area:
 Secondary Unit D
 LENS Building Code Index

Line	Line Item	Description	Unit	Quantity	Unit Cost	Subtotal	Subtotal	Subtotal	Subtotal
99	40	Concrete Slab	Sq Ft	1,000	2,000.00	2,000.00	92,000		
100		1" 15"							
101		2" 15"							
102		3" 15"							
103		4" 15"							
104		5" 15"							
105		6" 15"							
106		7" 15"							
107		8" 15"							
108		9" 15"							
109		10" 15"							
110		11" 15"							
111		12" 15"							
112		13" 15"							
113		14" 15"							
114		15" 15"							
115		16" 15"							
116		17" 15"							
117		18" 15"							
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126		27" 15"							
127		28" 15"							
128		29" 15"							
129		30" 15"							
130		31" 15"							
131		32" 15"							
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141		42" 15"							
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159		60" 15"							
160		61" 15"							
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162		63" 15"							
163		64" 15"							
164		65" 15"							
165		66" 15"							
166		67" 15"							
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171		72" 15"							
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181		82" 15"							
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189		90" 15"							
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202		103" 15"							
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205		106" 15"							
206		107" 15"							
207		108" 15"							
208		109" 15"							
209		110" 15"							
210		111" 15"							
211		112" 15"							
212		113" 15"							
213		114" 15"							
214		115" 15"							
215		116" 15"							
216		117" 15"							
217		118" 15"							
218		119" 15"							
219		120" 15"							
220		121" 15"							
221		122" 15"							
222		123" 15"							
223		124" 15"							
224		125" 15"							
225		126" 15"							
226		127" 15"							
227		128" 15"							
228		129" 15"							
229		130" 15"							
230		131" 15"							
231		132" 15"							
232		133" 15"							
233		134" 15"							
234		135" 15"							
235		136" 15"							
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237		138" 15"							
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239		140" 15"							
240		141" 15"							
241		142" 15"							
242		143" 15"							
243		144" 15"							
244		145" 15"							
245		146" 15"							
246		147" 15"							
247		148" 15"							
248		149" 15"							
249		150" 15"							
250		151" 15"							
251		152" 15"							
252		153" 15"							
253		154" 15"							
254		155" 15"							
255		156" 15"							
256		157" 15"							
257		158" 15"							
258		159" 15"							
259		160" 15"							
260		161" 15"							
261		162" 15"							
262		163" 15"							
263		164" 15"							
264		165" 15"							
265		166" 15"							
266		167" 15"							
267		168" 15"							
268		169" 15"							
269		170" 15"							
270		171" 15"							
271		172" 15"							
272		173" 15"							
273		174" 15"							



Project Name: St. Louis County Sports Complex Modernization
Project Location: Port St. Louis, MO
Date of Report: 04/08/2019
Gross Building Area: 176,295 SF
Secondary Unit: 0
EMR Building Cost Index: 2,705.29

Guaranteed Maximum Price (GMP) Deliverable:
 REV 3

Line	Line Item	Description	Qty	Unit	Unit Price	Amount	Comment
1039		Injection System Shut-off	1	LS	1,200.00		
1040		Hydraulic Pump Nuts	1	LS	5,000.00		
1041		---BATHTUB TUBS---					
1042		Hot Tub and Piping - 1012					
1043							
1044							
1045							
1046		42 - Fire Protection Systems				1194,570	
1047		Sub Bid Ducting - 4125 (incl. Chubbmarine, Baling Tunnels, Showers)				275,120.00	
1048		---STAIRWELL---				48,770.00	
1049		Hot Springs Fire Protection				139	
1050						8.00	
1051						30	
1052		43 - HVAC Systems				13,176,869	
1053		Sub Bid - Climate Controlled				4,652,200	
1054		Sub Bid Ducting - County Home 5 - County Office Bldg				489.00	
1055		Sub Bid Ducting - 1015 (incl. Chubbmarine, Baling Tunnels, Showers)				774,210.00	
1056		---SITE & AUXILIARY BUILDINGS---				8,774,643	
1057		1,000 Propeller with Housing of Baling Tunnels				2,801.00	
1058		---STAIRWELL---				20,000.00	
1059		Compressor				6.00	
1060		County Generators				20,000.00	
1061		CHW Piping				6.00	
1062		AHU				6.00	
1063		Ductwork & Accessories				3.70	
1064		Fans				9.20	
1065		Temperature Controls				1.50	
1066		Test & Balance				225,000.00	
1067		---BATHTUB TUBS---				75,000.00	
1068		1,000 Propeller with Housing of Baling Tunnels - 1012				2,800.00	
1069						8.00	
1070						30	
1071		44 - Electrical Systems				58,451,170	
1072		Sub Bid - Control				1,802,800.00	
1073		Sub Bid - Electrical Hardware - Control				27,000.00	
1074		Sub Bid Control - County Home 5 - County Office Bldg				25,000.00	
1075		---SITE & AUXILIARY BUILDINGS---				1,000,000.00	
1076		Electrical Piping Work				418,000.00	
1077		Control - Cabling for Subtotal Pools				493,500.00	
1078		Site Lighting				710,000.00	
1079		Grounding & Bonding				3,400.00	
1080		Electrical Distribution				16,000.00	
1081		Secondary Distribution				315,000.00	
1082		Emergency Power Systems				0.00	
1083		Breaker Panel				1,000,000.00	
1084		Interior Lighting				75,000.00	
1085		Lighting Fixtures and Enclosures				35,000.00	
1086		Emergency Lighting				15,000.00	

Project Name: St. Lucia County Sports Complex Modernization
 Project Location: Port St. Lucie, FL
 Date of Report: 8-20-19
 Gross Building Area: 176,205 SF
 Secondary Unit: 3,150 Seats
 GMR Building Category: 35,000,000



Line	Line Item	Description	Unit	Qty	Unit Price	Total Price	Material	Subtotal	35% Contingency	30% Contingency	Chubb
1007	Temporary Light & Power										
1008	Ceiling & Structure										
1009	Fire Stopping										
1010	Check/Rest/Stand-Up										
1011	Manpower/Construction										
1012	Final/Stand-Up/Bar/Date										
1013	STAIRS										
1014	Grounding & Drilling										
1015	Electrical Distribution										
1016	Acoustical Dampening										
1017	Emergency Power Systems										
1018	Alarm & Equipment Panel & Consumables										
1019	Branch Power										
1020	Interior Lighting										
1021	Lighting Protection and Enclosure										
1022	Emergency Lighting										
1023	Temporary Light & Power										
1024	Ceiling & Structure										
1025	Fire Stopping										
1026	Check/Rest/Stand-Up										
1027	Manpower/Construction										
1028	Final/Stand-Up/Bar/Date										
1029	STAIRS										
1030	Grounding & Drilling										
1031	Electrical Distribution										
1032	Acoustical Dampening										
1033	Emergency Power Systems										
1034	Alarm & Equipment Panel & Consumables										
1035	Branch Power										
1036	Interior Lighting										
1037	Lighting Protection and Enclosure										
1038	Emergency Lighting										
1039	Temporary Light & Power										
1040	Ceiling & Structure										
1041	Fire Stopping										
1042	Check/Rest/Stand-Up										
1043	Manpower/Construction										
1044	Final/Stand-Up/Bar/Date										
1045	STAIRS										
1046	Grounding & Drilling										
1047	Electrical Distribution										
1048	Acoustical Dampening										
1049	Emergency Power Systems										
1050	Alarm & Equipment Panel & Consumables										
1051	Branch Power										
1052	Interior Lighting										
1053	Lighting Protection and Enclosure										
1054	Emergency Lighting										
1055	Temporary Light & Power										
1056	Ceiling & Structure										
1057	Fire Stopping										
1058	Check/Rest/Stand-Up										
1059	Manpower/Construction										
1060	Final/Stand-Up/Bar/Date										
1061	STAIRS										
1062	Grounding & Drilling										
1063	Electrical Distribution										
1064	Acoustical Dampening										
1065	Emergency Power Systems										
1066	Alarm & Equipment Panel & Consumables										
1067	Branch Power										
1068	Interior Lighting										
1069	Lighting Protection and Enclosure										
1070	Emergency Lighting										
1071	Temporary Light & Power										
1072	Ceiling & Structure										
1073	Fire Stopping										
1074	Check/Rest/Stand-Up										
1075	Manpower/Construction										
1076	Final/Stand-Up/Bar/Date										
1077	STAIRS										
1078	Grounding & Drilling										
1079	Electrical Distribution										
1080	Acoustical Dampening										
1081	Emergency Power Systems										
1082	Alarm & Equipment Panel & Consumables										
1083	Branch Power										
1084	Interior Lighting										
1085	Lighting Protection and Enclosure										
1086	Emergency Lighting										
1087	Temporary Light & Power										
1088	Ceiling & Structure										
1089	Fire Stopping										
1090	Check/Rest/Stand-Up										
1091	Manpower/Construction										
1092	Final/Stand-Up/Bar/Date										
1093	STAIRS										
1094	Grounding & Drilling										
1095	Electrical Distribution										
1096	Acoustical Dampening										
1097	Emergency Power Systems										
1098	Alarm & Equipment Panel & Consumables										
1099	Branch Power										
1100	Interior Lighting										
1101	Lighting Protection and Enclosure										
1102	Emergency Lighting										
1103	Temporary Light & Power										
1104	Ceiling & Structure										
1105	Fire Stopping										
1106	Check/Rest/Stand-Up										
1107	Manpower/Construction										
1108	Final/Stand-Up/Bar/Date										
1109	STAIRS										
1110	Grounding & Drilling										
1111	Electrical Distribution										
1112	Acoustical Dampening										
1113	Emergency Power Systems										
1114	Alarm & Equipment Panel & Consumables										
1115	Branch Power										
1116	Interior Lighting										
1117	Lighting Protection and Enclosure										
1118	Emergency Lighting										
1119	Temporary Light & Power										
1120	Ceiling & Structure										
1121	Fire Stopping										
1122	Check/Rest/Stand-Up										
1123	Manpower/Construction										
1124	Final/Stand-Up/Bar/Date										
1125	STAIRS										
1126	Grounding & Drilling										
1127	Electrical Distribution										
1128	Acoustical Dampening										
1129	Emergency Power Systems										
1130	Alarm & Equipment Panel & Consumables										
1131	Branch Power										
1132	Interior Lighting										
1133	Lighting Protection and Enclosure										
1134	Emergency Lighting										
1135	Temporary Light & Power										

See attached drawings for details
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Project Name: St. Louis County Sports Complex Modernization
 Project Location: Port St. Louis, MO
 Date of Report: 8-Feb-10
 Gross Building Area: 116,205 SF
 Secondary Use: 7,166 Sqft
 ENR Building Cost Index: 4410.24

Guaranteed Maximum Price (GMP) Dollars: \$158,000,000
 REV 3

Line Item	Description	Quantity	Unit Cost	Subtotal	Cost	Comments
136	County Fire Marshal Requirement	1 LS	\$158,000	\$158,000	\$158,000	
137	Fire Watch Required by County	0.00	0.00	\$0.00	\$0.00	
138		1 LS	\$21,79	\$21,79	\$21,79	
139		1 LS	\$12,19	\$12,19	\$12,19	
140		1 LS	\$1,664	\$1,664	\$1,664	
141		1 LS	\$289,600	\$289,600	\$289,600	
142		1 LS	\$1,664	\$1,664	\$1,664	
143		1 LS	\$289,600	\$289,600	\$289,600	
144		1 LS	\$1,664	\$1,664	\$1,664	
145		1 LS	\$289,600	\$289,600	\$289,600	
146		1 LS	\$1,664	\$1,664	\$1,664	
147		1 LS	\$289,600	\$289,600	\$289,600	
148		1 LS	\$1,664	\$1,664	\$1,664	
149		1 LS	\$289,600	\$289,600	\$289,600	
150		1 LS	\$1,664	\$1,664	\$1,664	
151		1 LS	\$289,600	\$289,600	\$289,600	
152		1 LS	\$1,664	\$1,664	\$1,664	
153		1 LS	\$289,600	\$289,600	\$289,600	
154		1 LS	\$1,664	\$1,664	\$1,664	
155		1 LS	\$289,600	\$289,600	\$289,600	
156		1 LS	\$1,664	\$1,664	\$1,664	
157		1 LS	\$289,600	\$289,600	\$289,600	
158		1 LS	\$1,664	\$1,664	\$1,664	
159		1 LS	\$289,600	\$289,600	\$289,600	
160		1 LS	\$1,664	\$1,664	\$1,664	
161		1 LS	\$289,600	\$289,600	\$289,600	
162		1 LS	\$1,664	\$1,664	\$1,664	
163		1 LS	\$289,600	\$289,600	\$289,600	
164		1 LS	\$1,664	\$1,664	\$1,664	
165		1 LS	\$289,600	\$289,600	\$289,600	
166		1 LS	\$1,664	\$1,664	\$1,664	
167		1 LS	\$289,600	\$289,600	\$289,600	
168		1 LS	\$1,664	\$1,664	\$1,664	
169		1 LS	\$289,600	\$289,600	\$289,600	
170		1 LS	\$1,664	\$1,664	\$1,664	
171		1 LS	\$289,600	\$289,600	\$289,600	
172		1 LS	\$1,664	\$1,664	\$1,664	
173		1 LS	\$289,600	\$289,600	\$289,600	
174		1 LS	\$1,664	\$1,664	\$1,664	
175		1 LS	\$289,600	\$289,600	\$289,600	
176		1 LS	\$1,664	\$1,664	\$1,664	
177		1 LS	\$289,600	\$289,600	\$289,600	
178		1 LS	\$1,664	\$1,664	\$1,664	
179		1 LS	\$289,600	\$289,600	\$289,600	
180		1 LS	\$1,664	\$1,664	\$1,664	
181		1 LS	\$289,600	\$289,600	\$289,600	
182		1 LS	\$1,664	\$1,664	\$1,664	
183		1 LS	\$289,600	\$289,600	\$289,600	
184		1 LS	\$1,664	\$1,664	\$1,664	
185		1 LS	\$289,600	\$289,600	\$289,600	
186		1 LS	\$1,664	\$1,664	\$1,664	
187		1 LS	\$289,600	\$289,600	\$289,600	
188		1 LS	\$1,664	\$1,664	\$1,664	
189		1 LS	\$289,600	\$289,600	\$289,600	
190		1 LS	\$1,664	\$1,664	\$1,664	
191		1 LS	\$289,600	\$289,600	\$289,600	
192		1 LS	\$1,664	\$1,664	\$1,664	
193		1 LS	\$289,600	\$289,600	\$289,600	
194		1 LS	\$1,664	\$1,664	\$1,664	



Project Name:
 Project Location:
 Date of Report:
 Gross Building Area:
 Secondary Unit #:
 LEURS Building Cost Index

St. Louis County Sports Complex Modernization
 Port St. Louis, MO
 04-Feb-10
 175,288 SF
 2,165 Stads
 6,105

Guaranteed Maximum Price (GMP), Deliverable
 REV 3

Line	Description	QTY	UNIT	UNIT COST	AMOUNT	CONT.	UNIT	CONT.
1185	Demo - Remove Ceiling	28	LF	1.00	28.00			
1186	Demo - Remove Sinks, Duct and Frame	1	EA	55.70	55.70			
1187	Demo - Sinks, Duct and Frame	2	EA	170.20	340.40			
1188	Demo - Remove Sinks, Duct and Frame	18	EA	55.35	996.30			
1189	Demo - Remove Sinks, Duct and Frame	1	EA	110.00	110.00			
1190	Demo - Remove Sinks, Duct and Frame	133	SF	0.00	0.00			
1191	Demo - Remove Sinks, Duct and Frame	174	SF	10.00	1,740.00			
1192	Demo - Existing Exterior Entrance with New Vestibule	1	EA	10.00	10.00			
1193	Demo - Existing Exterior Entrance with New Vestibule	2,613	SF	2.50	6,532.50			
1194	Demo - Existing Exterior Entrance with New Vestibule	21,513	SF	1.30	27,966.90			
1195	Demo - Existing Exterior Entrance with New Vestibule	21,075	SF	1.50	31,612.50			
1196	Demo - Existing Exterior Entrance with New Vestibule	1	EA	0.00	0.00			
1197	Demo - Existing Exterior Entrance with New Vestibule	1	EA	2,000.00	2,000.00			
1198	Demo - Existing Exterior Entrance with New Vestibule	1	EA	6.00	6.00			
1199	Demo - Existing Exterior Entrance with New Vestibule	2,344	SF	0.00	0.00			
1200	Demo - Existing Exterior Entrance with New Vestibule	13,774	SF	0.40	5,509.60			
1201	Demo - Existing Exterior Entrance with New Vestibule	1,277	SF	0.40	510.80			
1202	Demo - Existing Exterior Entrance with New Vestibule	5	LF	75.00	375.00			
1203	Demo - Existing Exterior Entrance with New Vestibule	1	EA	0.00	0.00			
1204	Demo - Existing Exterior Entrance with New Vestibule	500	LF	10.00	5,000.00			
1205	Demo - Existing Exterior Entrance with New Vestibule	10,000	SF	1.25	12,500.00			
1206	Demo - Existing Exterior Entrance with New Vestibule	1	EA	4,100.00	4,100.00			
1207	Demo - Existing Exterior Entrance with New Vestibule	1	EA	51,975.00	51,975.00			
1208	Demo - Existing Exterior Entrance with New Vestibule	1	EA	3.00	3.00			
1209	Demo - Existing Exterior Entrance with New Vestibule	85	CY	3.00	255.00			
1210	Demo - Existing Exterior Entrance with New Vestibule	204	SF	0.25	51.00			
1211	Demo - Existing Exterior Entrance with New Vestibule	79	CY	3.20	252.80			
1212	Demo - Existing Exterior Entrance with New Vestibule	1	EA	0.70	0.70			
1213	Demo - Existing Exterior Entrance with New Vestibule	11,305	SF	0.15	1,695.75			
1214	Demo - Existing Exterior Entrance with New Vestibule	1	EA	114,057.00	114,057.00			
1215	Demo - Existing Exterior Entrance with New Vestibule	284	SF	0.35	99.40			
1216	Demo - Existing Exterior Entrance with New Vestibule	11,087	SF	0.45	4,993.15			
1217	Demo - Existing Exterior Entrance with New Vestibule	254	SF	0.48	122.11			
1218	Demo - Existing Exterior Entrance with New Vestibule	488	SF	0.43	209.76			
1219	Demo - Existing Exterior Entrance with New Vestibule	12,189	SF	0.43	5,245.27			
1220	Demo - Existing Exterior Entrance with New Vestibule	1	EA	2,500.00	2,500.00			
1221	Demo - Existing Exterior Entrance with New Vestibule	1	EA	2,000.00	2,000.00			
1222	Demo - Existing Exterior Entrance with New Vestibule	1,232	SF	4.75	5,852.00			
1223	Demo - Existing Exterior Entrance with New Vestibule	959	LF	3.75	3,596.25			
1224	Demo - Existing Exterior Entrance with New Vestibule	190	LF	5.00	950.00			
1225	Demo - Existing Exterior Entrance with New Vestibule	12,169	SF	0.16	1,947.04			
1226	Demo - Existing Exterior Entrance with New Vestibule	12,857	SF	0.23	2,956.01			

Sheet 4 of 37 in civil docs
 Sheet 4 of 37 in civil docs
 Sheet 4 of 37 in civil docs
 Sheet 4 of 37 in civil docs
 Sheet 4 of 37 in civil docs

Project Name:
 Project Location:
 Date of Report:
 Secondary Unit: 0
 E&E Building Cost Index:

St Lucie County Sports Complex Modernization
 Port St Lucie, FL
 8-Feb-18
 176,385 SF
 7,761 Seals
 67,062.29

Guaranteed Maximum Price (GMP) Deliverable
 REV 3



Line	Location	Description	Qty	Unit	Unit Cost	Subtotal	Comment
1209		Housekeeping Prof Edge Forms	20	LF	4.55	91.00	
1210		Peak Electrical Cray	300	EA	68.00	20,400.00	
1211		Safety Cray for Thimble Jacks	32,832	CSF	1.50	49,248.00	
1212		Supplies and Consumables Supplement	13,241	BSF	3.00	39,723.00	
1213		Open Up - Drive Fast Structure	6	LS	15,000.00	90,000.00	
1214		Let Go Concrete	2	MO	3,500.00	7,000.00	
1215		SK Embroiderment Signs	1	LS	15,000.00	15,000.00	
1216		Rollback Sign	3	TON	572.50	1,717.50	
1217		Four-Banner E-Gross Sign (R&H)	6	TON	1,950.00	11,700.00	
1218		SOB Sign (R&H)	8	TON	2,625.00	21,000.00	
1219		Ten-Banner Fluor (R&H)	8	TON	1,150.00	9,200.00	
1220		W/F 2 3023	11,500	SF	0.45	5,175.00	
1221		Miscellaneous Postage	9.8	TON	2,350.00	23,030.00	
1222		Rebar Labor	10	TON	0.20	2,000.00	
1223		W/F Hand Labor	11,000	SF	0.20	2,200.00	
1224		Craft-Wire Concrete	34	CY	90.00	3,060.00	
1225		Foundations (College & Omba Drain)	420	CY	58.00	24,360.00	
1226		Shell on Gravel Ready Mix 4000 PS	8	CY	750.00	6,000.00	
1227		Waste Fueler	1	CY	92.00	92.00	
1228		Handicapping/Full Ready Mix	537	CY	4.00	2,148.00	
1229		Plant MS / Asphalt	537	CY	1.75	938.25	
1230		Emulsified Base Per Yard	537	CY	0.75	402.75	
1231		Port Sintering Per Yard	537	CY	2.85	1,529.25	
1232		Concrete Paving and Logistics Labor	457	CY	14.00	6,398.00	
1233		Concrete Pumping	36	EA	150.00	5,400.00	
1234		Aluminum Chutes	1	LS	5,000.00	5,000.00	
1235		Self Seal - Row Road	1	LS	34,000.00	34,000.00	
1236		S' Material	7,000	GF	12.75	89,250.00	
1237		Loose Fill	30	CY	125.00	3,750.00	
1238		Self-Compacting Concrete CMU	3	EA	125.00	375.00	
1239		Structural Insulation	1	LS	77,700.00	77,700.00	
1240		Rebar - Full Depth	13	TON	6,800.00	88,400.00	
1241		Structural Columns and Decks	425	TON	4,000.00	1,700,000.00	
1242		Rebar and Connections	11	TON	4,000.00	44,000.00	
1243		Joint and Seal Gables	24	TON	400.00	9,600.00	
1244		Decking	26	TON	160.00	4,160.00	
1245		Construction	180.00	W/HB	180.00	32,400.00	
1246		Formwork	24	TON	180.00	4,320.00	
1247		Formwork of Building	11,018	SF	3,000.00	33,054,000.00	
1248		Steel Decking Excluding Structural Steel/ Hydroponics	1	LS	2,000.00	2,000.00	
1249		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1250		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1251		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1252		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1253		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1254		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1255		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1256		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1257		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1258		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1259		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1260		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1261		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1262		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1263		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1264		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1265		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1266		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1267		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1268		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1269		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1270		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1271		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1272		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1273		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1274		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1275		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1276		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1277		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1278		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1279		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1280		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1281		Formwork Hydroponics	1	LS	2,000.00	2,000.00	
1282		Formwork Hydroponics	1	LS	2,000.00	2,000.00	



Project Name: St. Lucie County Sports Complex Modernization
Project Location: Port St. Lucie, FL
Date of Report: 8-Feb-19
Gross Building Area: 176,285 SF
Secondary Unit: 7,180 Sqaft
General Building Cost/Price: \$165.23

Guaranteed Maximum Price (GMP) Deliverable
REV 3

Line	Unit	Description	Quantity	Unit Price	Cost	Material	Installation	Comment
1280	1 LS	Wood Planking and Ceiling Joints	11,576 SF	0.26	3,000.96			
1281	21,657 SF	Refr. Enclosure - Membrane Roofing	21,657 SF	0.29	6,280.53			
1282	1 EA	Finish Cupboard and Cabinet	1 EA	1,225.00	1,225.00			
1283	30 EA	Sub 20 - Membrane	30 EA	76.00	2,280.00			
1284	1 LS	Concrete and Cabinetry	1 LS	76,700.00	76,700.00			
1285	1 LS	Sub Cabinet - Plastic Laminate	1 LS	205.00	205.00			
1286	11 LF	Wall Cabinet	11 LF	15.00	165.00			
1287	19 LF	Back Top	19 LF	75.00	1,425.00			
1288	72 LF	Panel Laminate Top	72 LF	85.00	6,120.00			
1289	37 LF	Self Storage Top	37 LF	124.00	4,588.00			
1290	1 LS	Ceiling of Top	1 LS	0.00	0.00			
1291	103 LF	Demolition Protection	103 LF	1.00	103.00			
1292	1 LS	Waterproof & Damp Proof	1 LS	1,000.00	1,000.00			
1293	1 LS	Sub 801 - ABS	1 LS	50,000.00	50,000.00			
1294	217 SF	Hydrotherapy RV Waterproofing	217 SF	3.40	737.80			
1295	7,025 SF	Thompson at Estuary	7,025 SF	1.25	8,781.25			
1296	1 LS	Roofing Shingles & Accessories	1 LS	95,500.00	95,500.00			
1297	1 LS	Membrane Roofing Installation System	1 LS	14.25	14.25			
1298	21,610 SF	Roofing Membrane Health - Replacement	21,610 SF	5.75	124,257.50			
1299	651 LF	Roofing Membrane Health - Replacement	651 LF	10.00	6,510.00			
1300	249 LF	Roofing Membrane Health - Replacement	249 LF	25.00	6,225.00			
1301	21,610 SF	Roofing Membrane Health - Replacement	21,610 SF	7.00	151,270.00			
1302	1 LS	Roofing Membrane Health - Replacement	1 LS	80,000.00	80,000.00			
1303	22,632 SF	Roofing Membrane Health - Replacement	22,632 SF	0.25	5,663.00			
1304	1 LS	Roofing Membrane Health - Replacement	1 LS	74,200.00	74,200.00			
1305	30 EA	Roofing Membrane Health - Replacement	30 EA	180.00	5,400.00			
1306	5 EA	Roofing Membrane Health - Replacement	5 EA	2,500.00	12,500.00			
1307	14 EA	Roofing Membrane Health - Replacement	14 EA	2,000.00	28,000.00			
1308	30 EA	Roofing Membrane Health - Replacement	30 EA	36.00	1,080.00			
1309	44 EA	Roofing Membrane Health - Replacement	44 EA	60.00	2,640.00			
1310	28 EA	Roofing Membrane Health - Replacement	28 EA	200.00	5,600.00			
1311	28 EA	Roofing Membrane Health - Replacement	28 EA	65.00	1,820.00			
1312	42 EA	Roofing Membrane Health - Replacement	42 EA	1,200.00	50,400.00			
1313	40 EA	Roofing Membrane Health - Replacement	40 EA	1,100.00	44,000.00			
1314	1 LS	Roofing Membrane Health - Replacement	1 LS	0.00	0.00			
1315	1 LS	Roofing Membrane Health - Replacement	1 LS	285,000.00	285,000.00			
1316	12,319 SF	Roofing Membrane Health - Replacement	12,319 SF	75.00	923,925.00			
1317	12 EA	Roofing Membrane Health - Replacement	12 EA	4,000.00	48,000.00			
1318	1 LS	Roofing Membrane Health - Replacement	1 LS	2,000.00	2,000.00			



Project Name: St Lucie County Sports Complex Renovation
Project Location: Port St Lucie, FL
Date of Report: 8-Feb-19
Gross Building Area: 174,235 SF
Secondary Unit: 7,381 Seats
RSR Building Cost Index: 3,183.22

Guaranteed Maximum Price (GMP) Deliverable
REV 3

Line Item Detail
 Description
 Unit
 Quantity
 Cost
 Subtotal
 Comment

Line	Description	Unit	Quantity	Cost	Subtotal	Comment
1302	Sub Wall - Esca 1-22	1 LS	146,810.00	316,028		
1303	Composite Panel	1367 SF	20.00	14,700	14,700	14,700
1304	Composite Panel w/Grout	245 SF	33.00	14,700	14,700	14,700
1305	Composite Panel	902 SF	33.00	14,700	14,700	14,700
1306	Composite Panel	279 SF	33.00	14,700	14,700	14,700
1307	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1308	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1309	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1310	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1311	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1312	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1313	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1314	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1315	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1316	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1317	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1318	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1319	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1320	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1321	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1322	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1323	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1324	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1325	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1326	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1327	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1328	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1329	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1330	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1331	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1332	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1333	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1334	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1335	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1336	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1337	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1338	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1339	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1340	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1341	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1342	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1343	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1344	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1345	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1346	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1347	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1348	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1349	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1350	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1351	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1352	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1353	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1354	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1355	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1356	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1357	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1358	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1359	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1360	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1361	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1362	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1363	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1364	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1365	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1366	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1367	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1368	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1369	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1370	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1371	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1372	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1373	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1374	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1375	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1376	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1377	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1378	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1379	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown
1380	Composite Panel	0 SF	0.00	0.00	0.00	Now Shown



Project Name: St. Louis County Sports Complex Modernization
Project Location: Port St. Louis, MO
Date of Report: 8-18-19
Gross Building Area: 176,285 SF
Secondary Unit: 0
Primary Building Code Index: 20000 Spas
Line 1: 6147661

Guaranteed Maximum Price (GMP) Deliverable
REV 3

Line	Qty	Unit	Description	Subtotal	Comment
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1391	6,624	SF	Floor Prep - Abrasive Blasting	1,85	
1392	1,027	SF	Carpet Tile Material	62.02	w/ Spacers
1393	1,027	SF	Carpet Tile Installation	6.53	w/ Spacers
1394	-	SF	Locker Room Casework	0.00	\$0
1395	3,470	SF	Locker Room 1/2" x 1/2" LVT	6.00	w/ Spacers
1396	229	SF	Wing 1/4" Flashed - 4" PT	4.00	w/ Spacers
1397	-	SF	Sheet Vinyl/Fabric Flooring	0.00	\$0
1398	1,776	SF	Grout/Flooring - Urethane	15.00	w/ Edgecut
1399	264	SF	Staircase - Requirement of Tiles	6.45	\$0
1400	-	SF	Staircase and Balustrade Concrete	0.00	\$0
1401	14,253	SF	Floor Protection	0.25	\$3,038
1402	3,480	LF	View Dets	1.76	w/ Edgecut
1403	228	LF	Matted Base/F Base	2.00	w/ Spacers
1404	-	SF	Rubber Nailer Tread	0.00	\$0
1405	1,692	SF	Artists Rubber Flooring	0.00	\$0
1406	-	SF	Painting & Wallcovering	0.00	\$0
1407	1,515	1 LF	Sun Deck - Veneer	10,327.20	\$6,827
1408	18,801	BF	Wicker Filler Patch - Walls	0.85	w/ Walling
1409	15,156	SF	Wicker Paint Finish - Epoxy Resin	1.30	w/ Walling
1410	-	SF	High Road Road Patching	0.00	w/ H&S
1411	-	LB	Other Small Patching	0.00	w/ H&S
1412	8,025	SF	Restrooms Ceiling on TM Wall Panels/Sheets	1.20	w/ Walling
1413	-	SF	Recessed Ceiling Patching	0.00	\$0
1414	1,383	SF	Universal Ceiling Patching	1.50	w/ Walling
1415	4,520	SF	Decking Ceiling Patching - Epoxy	2.00	w/ Walling
1416	-	SF	Vinyl Wallcovering	0.00	\$0
1417	00	EA	Door Frame Patching	65.00	\$0
1418	14	EA	HM Chair Patching	101.00	w/ Walling
1419	-	FT	Fin Bar and Recess Patching	0.00	\$0
1420	-	EA	Locker Patching	0.00	\$0
1421	1-13	EA	Touch up and Patch Prep	10,000.00	\$4,150.00
1422	1-13	EA	Paint Prep and Application	2,000.00	\$2,000
1423	1-13	EA	Spackling	21,000.00	\$21,000
1424	6	SSTL	Sub Dir - Top Line	652.00	w/ Top Line
1425	10	EA	Total Hardware	1,000.00	w/ Top Line
1426	9	EA	Urn Systems	14.00	w/ Top Line
1427	3	EA	Wash Bar 24"	28.00	w/ Top Line
1428	2	EA	Grab Bar 42"	42.00	w/ Top Line
1429	7	EA	Grab Bar 48"	49.00	w/ Top Line
1430	3	EA	Grab Bar 36"	0.00	\$0
1431	3	EA	Teak Thru Chair	30.00	By Owner
1432	-	EA	Sanitary Napkin Dispenser	0.00	\$0
1433	-	EA	Hand Dryer Surface Mounted	0.00	\$0
1434	3	EA	Paper Towel Dispenser	17,400	w/ Top Line
1435	11	EA	Soap Dispenser	45.00	By Owner
1436	12	EA	Facetless Mirrors 24" x 36"	50.00	w/ Top Line

Project Memo:
 Project Location:
 Date of Report
 Gross Building Area:
 Secondary Unit 0
 FNR: 2018-01-15

St. Lucie County Sports Complex Modernization
 Port St. Lucie, FL
 8/16/19
 178,285 SF
 7,180 Seats
 6,705.20

Guaranteed Maximum Price (GMP) Deliverable
 REV 3



Line	Line Item	Description	Qty	Unit	Unit Cost	Subtotal	Material	Installation	Other	Notes
1430		Framed Glass	4	EA	75.00	300.00				
1431		100% Vetro	16	EA	30.00	480.00				
1432		Onyx/Stalder	11	EA	75.00	825.00				
1433		Faded Steel Core Dispenser	4	EA	100.00	400.00				
1434		Fashionably Versa	5	EA	97.50	487.50				
1435		Shower, Rob and Cushion	7	EA	300.00	2100.00				
1436		Shower Stall	2	EA	500.00	1000.00				
1438		Diaper Changing Station	2	EA	220.00	440.00				
1439		Insulation Labor for Economics	31	EA	17.00	527.00				
1441		Fire Extinguishers and Cabinets	5	EA	155.00	775.00				
1442		Fire Extinguishers and Cabinets	1	EA	0.00	0.00				
1443		Practical Metal Emergency	7	LF	0.00	0.00				
1444		Operational and Staff Lockers	2	EA	0.00	0.00				
1445		Locker Benches	2	LF	0.00	0.00				
1446		Emergency Exit Sign	482	SF	50.00	24100.00				
1447		Recessed Walk Off Mats	1	LS	2,500.00	2,500.00				
1448		W.E. Protection	1	LS	0.00	0.00				
1449		Welding Equipment	1	LS	0.00	0.00				
1451		Workbench/Storage	1	LS	0.00	0.00				
1452		Workbench/Storage	1	LS	0.00	0.00				
1453		Workbench/Storage	1	LS	0.00	0.00				
1454		Workbench/Storage	1	LS	0.00	0.00				
1455		Workbench/Storage	1	LS	0.00	0.00				
1456		Workbench/Storage	1	LS	0.00	0.00				
1457		Workbench/Storage	1	LS	0.00	0.00				
1458		Workbench/Storage	1	LS	0.00	0.00				
1459		Workbench/Storage	1	LS	0.00	0.00				
1460		Workbench/Storage	1	LS	0.00	0.00				
1461		Workbench/Storage	1	LS	0.00	0.00				
1462		Workbench/Storage	1	LS	0.00	0.00				
1463		Workbench/Storage	1	LS	0.00	0.00				
1464		Workbench/Storage	1	LS	0.00	0.00				
1465		Workbench/Storage	1	LS	0.00	0.00				
1466		Workbench/Storage	1	LS	0.00	0.00				
1467		Workbench/Storage	1	LS	0.00	0.00				
1468		Workbench/Storage	1	LS	0.00	0.00				
1469		Workbench/Storage	1	LS	0.00	0.00				
1470		Workbench/Storage	1	LS	0.00	0.00				
1471		Workbench/Storage	1	LS	0.00	0.00				
1472		Workbench/Storage	1	LS	0.00	0.00				
1473		Workbench/Storage	1	LS	0.00	0.00				
1474		Workbench/Storage	1	LS	0.00	0.00				
1475		Workbench/Storage	1	LS	0.00	0.00				
1476		Workbench/Storage	1	LS	0.00	0.00				
1477		Workbench/Storage	1	LS	0.00	0.00				
1478		Workbench/Storage	1	LS	0.00	0.00				



St. Lucie County Sports Complex Modernization
 Fort St. Lucie, FL
 8/6/2019
 37,033 SF
 7,100 Seals
 3,700 SF

Project Name:
 Project Location:
 Dean of Record:
 Gross Building Area:
 Secondary Unit:
 SEAIR Building Code Index

Guaranteed Maximum Price (GMP) Deliverable
 REV 3

Station
 1000

Line Item Detail

Unit Cost

Qty

Description

Unit

Material

Installation

Subtotal

Per Sq Ft

Remarks

1 LA

1 LS

1 LS

2 LF

3 LF

4 LF

5 LF

6 LF

7 LF

8 LF

9 LF

10 LF

11 LF

12 LF

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Project Name:
 Project Location:
 Date of Report:
 Gross Building Area:
 Secondary Unit:
 ENR Construction Cost Index:

St. Lucie County Sports Complex Modernization
 Port St. Lucie, FL
 8-Feb-10
 176,889 SF
 1,160 Seats
 3,705.25

Guaranteed Maximum Price (GMP) Deliverable
 REV 3



Line Item	Description	Qty	Unit	Est. Cost	Contingency	Total
1520	8-1/2" BATTING TUNNEL--					
1521	Concrete Form Concrete	1520	CY	425.00	425.00	850.00
1522	Type III Formwork	40	CY	465.00	465.00	885.00
1523	Order Tie Framework	14	CY	425.00	425.00	910.00
1524	Cash at Tilt-Up	3	CY	425.00	425.00	935.00
1525	Concrete Synchronicity	18	CY	465.00	465.00	1,000.00
1526	Concrete Form at Column					
1527	Structural Steels	1	LS	374,963.00	374,963.00	749,926.00
1528	Site Prep - Hardsc	18,776	SF	19.00	19.00	357,000.00
1529	Pre-Engineered Metal Building - JMLP					
1530	Specialty Construction	500	LF	230.00	230.00	115,000.00
1531	Site Prep - Hardsc	1	LS	42,277.00	42,277.00	157,277.00
1532	Site Prep - Field Turf	1	LS	24,000.00	24,000.00	181,277.00
1533	1/2" Thick Vinyl Chain Link Fence w/ Wood Screen	7,285	SF	6.00	6.00	43,695.00
1534	22 Chain Link Fence w/ Vinyl Screen	1	EA	0.00	0.00	43,695.00
1535	4" WPA Gts	200.00	W/ Material	200.00	200.00	43,895.00
1536	Necking Stations	6	EA	7,500.00	7,500.00	51,395.00
1537	Portable Hoisting Beam	6	EA	400.00	400.00	51,795.00
1538	Portable Hoisting Machine	6	EA	250.00	250.00	52,045.00
1539	Piling Around	324	SF	36.00	36.00	52,405.00
1540	Rolling Shutter	138	SF	28.00	28.00	52,685.00
1541	Finishing Lanes	789	SF	4.25	4.25	53,110.00
1542	Synthetic Turf on Stone	14,074	SF	8.50	8.50	61,610.00
1543	Planishing Systems	1	LS	4,200.00	4,200.00	65,810.00
1544	Planishing Systems	1	EA	2,500.00	2,500.00	68,310.00
1545	1,000 Composite with Hoisting of Rolling Turntable - JMLP					
1546	Electrical Systems	9,940	SF	6.00	6.00	59,810.00
1547	Electrical Panels & Wiring	1	LS	1,231,654.00	1,231,654.00	1,291,464.00
1548	Electrical Panels & Wiring	1	LS	7,000.00	7,000.00	1,298,464.00
1549	Reverts to Zero					
1550	County Item 1 - 1/2" MLR Roof Replacement					
1551	Sub-Str - Roofing - Exchite	1	LS	245,800.00	245,800.00	1,544,264.00
1552	Existing Maintenance Building - Pughdown	21,013	SF	0.75	0.75	1,545,014.00
1553	GC's Insurance, Bonding, GFA, Fee & Contingency (10.45%)	1	LS	63,570.00	63,570.00	1,608,584.00
1554	Reverts to Zero					
1555	County Item 2 - Safety Handrails at Stadium Bowl (Not Paving)					
1556	Site Prep - Hardsc - Unfinished	1	LS	752,100.00	752,100.00	1,360,684.00
1557	Pre - 3 Post Sealing Beef Hangers (Not Paving)	20	LF	25.00	25.00	1,360,709.00
1558	Pre - 2 Post Sealing Beef Hangers (Not Paving)	10	LF	45.00	45.00	1,360,754.00
1559	Pre - 2 Post Sealing Beef Hangers (Not Paving)	20	LF	400.00	400.00	1,361,154.00
1560	Pre - 2 Post Sealing Beef Hangers (Not Paving)	1	LS	14,725.00	14,725.00	1,375,879.00
1561	GC's Insurance, Bonding, GFA, Fee & Contingency (13.40%)	1	LS	34,610.00	34,610.00	1,410,489.00
1562	Reverts to Zero					
1563						
1564						
1565						
1566						
1567						
1568						
1569						
1570						

Project Name:
 Project Location:
 Date of Report:
 Gross Building Area:
 Secondary Unit D

St. Lucie County Sports Complex Modernization
 Port St. Lucie, FL
 6-Feb-19
 176,205 SF
 7,182 Seats
 3,102,000

Structural Maximum Price (SMP) Deliverable
 REV 3



Line	UoM	Description	Qty	UoM	Unit Cost	Subtotal	CRF	Net	Comment
55	Count	County Item 3 - Existing Elevator Modifications & Lobby Enclosures							
5578	1	Sub 05 - Rigid Panels - Fire 1-Co	1	LS	2820.00	2820.00		2820.00	
5579	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	6350.00	6350.00		6350.00	
1580	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	7520.00	7520.00		7520.00	
1581	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	1468.00	1468.00		1468.00	
1582	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	1262.00	1262.00		1262.00	
1583	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	249.00	249.00		249.00	
1584	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	2760.00	2760.00		2760.00	
1585	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5490.00	5490.00		5490.00	
1586	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	20.00	20.00		20.00	
1587	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1588	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1589	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1590	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1591	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1592	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1593	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1594	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1595	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1596	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1597	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1598	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1599	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1600	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1601	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1602	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1603	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1604	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1605	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1606	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1607	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1608	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1609	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1610	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1611	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1612	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1613	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1614	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1615	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1616	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1617	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1618	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1619	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1620	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1621	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1622	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1623	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1624	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	
1625	1	Sub 04 - Recessed Panels - Fire 1-Co	1	LS	5830.00	5830.00		5830.00	

Project Name: St Lucia County Sports Complex Modernization
Project Location: Port St Lucia, FL
Date of Report: 8-FEB-19
Gross Building Area: 176,265 SF
Secondary Unit ID: 73100 Stots
ENR Building Class Index: 810229

Guaranteed Maximum Price (GMP) Deliverable
 REV.3
 Baiton
 88 Malloy

Line	Line Item	Description	Qty	Unit	Cost	Subtotal	Global	Comment
1626		Removals Polysparter	1 EA		1,600.00			
1627		Spackling & Mitras	1 LS		3,000.00			
1628		Plumbing Systems Complete	235 SF		46.00			
1629		Mechanical Systems Complete	235 SF		5.00			
1630		Electrical Systems Complete	235 SF		14.00			
1631		GC's Insurance, Bonding, GFC's, Fee & Contingency (18.45%)	1 LS		19,925.38			
1632		Removal to Zero	1 LS		-107,262.56			
1633					0.00			
1634								
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Project Name: St. Lucie County Sports Complex Modernization
 Project Location: Port St. Lucie, FL
 Date of Report: 3/28/19
 Gross Building Area: 176,205 SF
 Secondary Unit: 0
 EIRIS: 2019-0001-0001

Guaranteed Maximum Price (GMP) Deliverable
 REV.3



Line	Description	Qty	Unit	Material	Subtotal	Contingency	Quality	Subtotal
1675	Sub Fix - Rebar Radiant - HDG	1	LS	47,700.00	47,700.00			47,700.00
1676	Galvanized Steel to Lead Alternator	1	LS	15,000.00	15,000.00			15,000.00
1677	Generator Start to Lead Alternator at Switch	1	LS	35,000.00	35,000.00			35,000.00
1678	OT, Insurance, Bonding, GFA, Fee & Contingency (18.0%)	1	LS	4,996.18	4,996.18			4,996.18
1679	Revenue to Zero	1	LS	24,715.15	24,715.15			24,715.15
1680				0.00	0.00			0.00
1681				0.00	0.00			0.00
1682	63 Alternator ST-7 - Elevator Cable AC / Hydraulic Unit	1	LS	0.00	0.00			0.00
1683				0.00	0.00			0.00
1684				0.00	0.00			0.00
1685				0.00	0.00			0.00
1686				0.00	0.00			0.00
1687				0.00	0.00			0.00
1688				0.00	0.00			0.00
1689				0.00	0.00			0.00
1690	64 Alternator ST-9 - Full Height Ceramic Tile	1	LS	31,000.00	31,000.00			31,000.00
1691	Sub Fix - Sprawl	1	LS	4.00	4.00			4.00
1692	Concrete H&H Tile - 18" x 18" x 1/2"	1	LS	3,000.00	3,000.00			3,000.00
1693	OT, Insurance, Bonding, GFA, Fee & Contingency (18.0%)	1	LS	2,270.29	2,270.29			2,270.29
1694	Revenue to Zero	1	LS	0.00	0.00			0.00
1695				0.00	0.00			0.00
1696				0.00	0.00			0.00
1697				0.00	0.00			0.00
1698				0.00	0.00			0.00
1699				0.00	0.00			0.00
1700				0.00	0.00			0.00
1701				0.00	0.00			0.00
1702	65 Alternator ST-0 - Storm Power Pedestal 1	1	LS	4,000.00	4,000.00			4,000.00
1703	Sub Fix - Backfill - Gravel	1	LS	4,000.00	4,000.00			4,000.00
1704	Gravel	1	LS	4,000.00	4,000.00			4,000.00
1705	OT, Insurance, Bonding, GFA, Fee & Contingency (18.0%)	1	LS	480.00	480.00			480.00
1706	Revenue to Zero	1	LS	-6,952.04	-6,952.04			-6,952.04
1707				0.00	0.00			0.00
1708				0.00	0.00			0.00
1709				0.00	0.00			0.00
1710				0.00	0.00			0.00
1711				0.00	0.00			0.00
1712				0.00	0.00			0.00
1713				0.00	0.00			0.00
1714				0.00	0.00			0.00
1715				0.00	0.00			0.00
1716				0.00	0.00			0.00
1717				0.00	0.00			0.00
1718				0.00	0.00			0.00
1719				0.00	0.00			0.00
1720				0.00	0.00			0.00
1721	66 Alternator ST-10 - Storm Power Pedestal 2	1	LS	4,000.00	4,000.00			4,000.00
1722	Sub Fix - Backfill - Gravel	1	LS	4,000.00	4,000.00			4,000.00
1723	Gravel	1	LS	4,000.00	4,000.00			4,000.00
1724	OT, Insurance, Bonding, GFA, Fee & Contingency (18.0%)	1	LS	480.00	480.00			480.00
1725	Revenue to Zero	1	LS	-3,748.31	-3,748.31			-3,748.31
1726				0.00	0.00			0.00
1727				0.00	0.00			0.00
1728				0.00	0.00			0.00
1729				0.00	0.00			0.00
1730				0.00	0.00			0.00
1731				0.00	0.00			0.00
1732				0.00	0.00			0.00
1733				0.00	0.00			0.00
1734				0.00	0.00			0.00
1735				0.00	0.00			0.00
1736				0.00	0.00			0.00
1737				0.00	0.00			0.00
1738				0.00	0.00			0.00
1739				0.00	0.00			0.00
1740				0.00	0.00			0.00
1741				0.00	0.00			0.00
1742				0.00	0.00			0.00
1743				0.00	0.00			0.00
1744				0.00	0.00			0.00
1745				0.00	0.00			0.00
1746				0.00	0.00			0.00
1747				0.00	0.00			0.00
1748				0.00	0.00			0.00
1749				0.00	0.00			0.00
1750				0.00	0.00			0.00
1751				0.00	0.00			0.00
1752				0.00	0.00			0.00
1753				0.00	0.00			0.00
1754				0.00	0.00			0.00
1755				0.00	0.00			0.00
1756				0.00	0.00			0.00
1757				0.00	0.00			0.00
1758				0.00	0.00			0.00
1759				0.00	0.00			0.00
1760				0.00	0.00			0.00
1761				0.00	0.00			0.00
1762				0.00	0.00			0.00
1763				0.00	0.00			0.00
1764				0.00	0.00			0.00
1765				0.00	0.00			0.00
1766				0.00	0.00			0.00
1767				0.00	0.00			0.00
1768				0.00	0.00			0.00
1769				0.00	0.00			0.00
1770				0.00	0.00			0.00
1771				0.00	0.00			0.00
1772				0.00	0.00			0.00
1773				0.00	0.00			0.00

**Board of County
Commissioners**

Cathy Townsend
DISTRICT 5
Chair

Chris Dzadovsky
DISTRICT 1
Vice-Chair

Sean Mitchell
DISTRICT 2

Linda Bartz
DISTRICT 3

Frannie Hutchinson
DISTRICT 4

Administration

Howard Tipton
COUNTY
ADMINISTRATOR

Dan McIntyre
COUNTY ATTORNEY

August 4, 2020

Subject: Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

Item #5: Written evidence that the County continues to meet the certification criteria in effect when the County was certified pursuant to section 288.11631, F.S. (2015).

- 11/17/2016 Letter from Mr. Tipton, County Administrator, regarding the St. Lucie County Sports Complex Spring Training Grant application for 20 million dollars towards new construction and renovations.
- Attached is the debt service schedule for the new improvements at the stadium. This does not include any refinancing of the debt from the previous improvements. As you can see, over the life of the Bonds, the County will pay \$81,581,916.11. \$1 million per year for the first 20 years is coming from the State and the remaining \$2.4 + million is coming from the County. Over the life of the bonds, approximately 24.5% will be repaid using State funding, and the remaining 75.5% is coming from the County. This shows that the County's financial commitments for the improvements exceeded the required 50% threshold.
- 3/17/2017 letter from Mr. Jim Poppell, Chief of Staff (DEO) Decertification of St. Lucie County.
- 3/17/2017 Agreement whereas the County applied for Certification under 288.11631, F.S. between the State of Florida Department of Economic Opportunity (DEO) and St. Lucie County.
- 3/17/2017 letter from Mr. Karl Blischke, Director Strategic Business Development (DEO), regarding Certification of St. Lucie County's Spring Training Facility.
- 4/10/2017 Spring Training Program Agreement between Florida Department of Economic Opportunity and St. Lucie County, Florida (C17-03-233).

ST. LUCIE COUNTY
BOARD OF COUNTY
COMMISSIONERS

KIM JOHNSON
CHAIRMAN
DISTRICT 5

CHRIS DZADOVSKY
VICE-CHAIRMAN
DISTRICT 1

TOD MOWERY
DISTRICT 2

PAULA A. LEWIS
DISTRICT 3

HANNIE HUTCHINSON
DISTRICT 4

DAN MCINTYRE
COUNTY ATTORNEY

MAILING ADDRESS
2300 VIRGINIA AVENUE
FORT PIERCE, FL 34982

PHONE
(772) 462-1156

TDD
(772) 462-1428

FAX
(772) 462-2131

E-MAIL
PHELANK@STLUCIECO.ORG

WEBSITE
WWW.STLUCIECO.GOV

November 17, 2016

John Webb, Executive Director
Florida Sports Foundation
101 North Monroe, Suite 1000
Tallahassee, FL 32301

RE: St. Lucie County Sports Complex Spring Training Grant

Dear Mr. Webb:

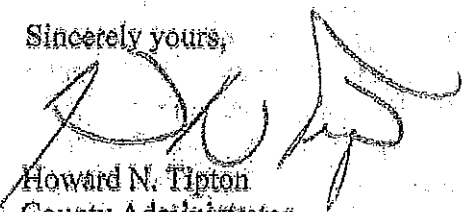
Enclosed please find the documents comprising St. Lucie County's application for a \$20 million dollar grant for new construction and renovations to the St. Lucie County Sports Complex (the "Complex"). If certified, the grant in conjunction with the County's commitment to issue \$60 million dollars in bonds backed primarily by the County's tourist development tax, \$55 million of which will go to Complex construction and renovations will guarantee the New York Mets organization will continue to occupy the Complex for its Major League Spring training base and other baseball activities for the next 25 years. The application consists of the following:

1. A copy of the agenda item approved by the St. Lucie County Commission November 15, 2016. The agenda item outlines the general terms of the agreement with the Mets and confirms the County will be responsible for 53% of all costs of the project, the Mets will be responsible for 35% and the State grant will cover the remaining 12% of the costs.
2. A copy of the deed from Thomas J. White Development Corporation to St. Lucie County conveying the real property on which the St. Lucie County Sports Complex is located.
3. A certified facilities use agreement between St. Lucie County and Sterling Facility Services, L.L.C., a subsidiary of Sterling Mets, L.P., the owner of the New York Mets, which is subject to the State grant approval, guaranteeing the Mets will remain at the Complex through December 31, 2042 and be responsible for 12% of the total capital, and O and M costs of the project.
4. A compilation of Spring Training paid attendance statistics compiled by the Mets confirming that since 1999 paid annual attendance at Spring Training games has substantially exceeded 50,000 every year.

5. The St. Lucie County Ordinance(s) which confirm the county has levied and will continue to levy a tourist development tax pursuant to Section 125.0104, Florida Statutes to finance its portion of the project.
6. As discussed when representatives of St. Lucie County and the Mets met with you, representatives of the Department of Economic Opportunity and the Governor's Office, upon certification of this application, the current agreement with the Mets extending through 2023 will be automatically superseded per paragraph 2.B of the new agreement on its "Commencement Date".

Per the Major League Baseball Spring Training Funding Checklist provided by your office, I believe the application is in compliance with Section 288.11631, Florida Statutes. However, should you need additional information, please contact me directly.

Sincerely yours,



Howard N. Tipton
County Administrator

cc: Dan McIntyre, Esquire
Nicole Fogarty
Terry E. Lewis, Esquire
Katherine Morrison

ORDINANCE NO. 16-018

AN ORDINANCE EXTENDING THE TERM OF THE FOURTH AND FIFTH CENT TOURIST DEVELOPMENT TAX IMPOSED BY ORDINANCE NO.'S 02-36, 03-12 AS PREVIOUSLY EXTENDED BY ORDINANCE 11-028. THE EXTENSION PROPOSED BY THIS ORDINANCE SHALL BE FROM DECEMBER 31, 2023 TO DECEMBER 31, 2041; AMENDING SECTION 42-148 "PLAN FOR TOURIST DEVELOPMENT" (g), (h), (i) AND (j) TO PROVIDE FOR USES AND EXPENSES OF THE FOURTH AND FIFTH CENT TOURIST DEVELOPMENT TAX AS EXTENDED BY ORDINANCE NO.'S 11-028 AND 16-018; FURTHER AMENDING SECTION 42-148 (j) TO DELETE REFERENCE TO A COVERED EQUESTRIAN ARENA; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE AND THE DEPARTMENT OF REVENUE; PROVIDING FOR AN EFFECTIVE DATE AND FOR TERMINATION AND CODIFICATION.

WHEREAS, the Board previously adopted Ordinance Nos. 02-36 and 03-12 imposing the additional 4th cent and 5th cent tourist development taxes; and,

WHEREAS, the Board previously adopted Ordinance No. 11-028 extending the term of the Tourist Development Tax imposed by Ordinance No.'s 02-36 and 03-12 to December 31, 2023 unless extended; and

WHEREAS, further extending the levy and imposition of 4th and 5th cent tourist development taxes to December 31, 2041 for the purpose of paying debt service on bonds issued to finance the construction, reconstruction or renovation of the St. Lucie County Sports Complex and to promote and advertise tourism in the State of Florida is in the best interest of the health, safety and welfare of the citizens of St. Lucie County.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of St. Lucie County, Florida:

PART A. ARTICLE IV TOURIST DEVELOPMENT TAX OF CHAPTER 42 "TAXATION" OF THE CODE OF ORDINANCES OF ST. LUCIE COUNTY, FLORIDA, READS AS FOLLOWS:

Section 42-147 Levy.

(a) Subject to the provisions of this article and Section 125.0104, Florida Statutes, there is hereby levied and imposed a tourist development tax at a rate of five (5%) percent of each dollar and major fraction of each dollar of the total consideration charged for each lease or dollar and major fraction of each dollar of the total consideration charged for each lease or

rental within St. Lucie County by every person who rents, leases, or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, roominghouse, mobile home park, recreational vehicle park, or condominium for a term of six (6) months or less, unless such persons rents, leases, or lets for consideration of any living quarters or accommodations that are exempt according to the provisions of Chapter 212, Florida Statutes.

(b) The tourist development tax shall be in addition to any other tax imposed pursuant to Chapter 212, Florida Statutes, and in addition to all other taxes and fees and the consideration for the rental or lease.

(c) The tourist development tax shall be charged by the person receiving the consideration for the lease or rental, and it shall be collected from the lessee, tenant, or customer at the time of payment for the consideration for such lease or rental.

Section 42-148 Plan for Tourist Development.

(a) Anticipated revenue. The tourist development tax shall be levied at a rate of five (5) percent of each dollar at the total consideration charged for leases and rentals subject to the tax. The anticipated net tourist development tax revenue to be derived by St. Lucie County for the twenty-four (24) months following the initial levy of the two cent (2¢) tax is six hundred twenty-four thousand dollars (\$624,000.00), less costs of administration as retained by the Florida Department of Revenue.

(b) Boundaries for tax district. The district in which the tourist development tax is levied shall include the entirety of St. Lucie County.

(c) Proposed uses of revenue of the two (2%) percent tax. The proposed uses of the tourist development tax revenue from the two (2%) percent tourist development tax in the order of priority, are first, to provide a sports stadium and related facilities in St. Lucie County, and second, to promote and advertise tourism in St. Lucie County.

(d) Expense allocation for two (2%) percent tax. The tourist development tax revenue from the two (2%) percent tourist development tax shall be allocated to providing a sports stadium and related facilities in St. Lucie County.

(e) Proposed uses of revenue for the first additional one (1%) percent tax imposed by Ordinance No. 87-82 effective January 1, 1988. The proposed uses of the tourist development tax revenue for the first additional one (1%) percent tourist development tax imposed by Ordinance No. 87-82 are to promote and advertise tourism in St. Lucie County.

(f) Expenses allocation for the first additional one (1%) percent tax imposed by

Ordinance No. 87-82 shall be allocated to promoting and advertising tourism in St. Lucie County.

(g) Proposed uses of revenue for the second additional one (1%) percent tax imposed by Ordinance No. 02-36, effective February 1, 2003 as extended by Ordinance No.'s 11-028 and 16-018. The proposed uses of the tourist development tax revenue for the second additional one (1%) percent tourist development tax imposed by Ordinance No. 02-36 as extended by Ordinance No.'s 11-028 and 16-018 shall be allocated to pay debt service on bonds issued to finance the construction, reconstruction or renovation of the St. Lucie County Sports Complex and to promote and advertise tourism in St. Lucie County and the State of Florida.

(h) Expense allocation for the second additional one (1%) percent tax imposed by Ordinance No. 02-36, effective February 1, 2003 as extended by Ordinance No.'s 11-028 and 16-018. The tourist development tax revenue from the second additional one (1%) percent tourist development tax imposed by Ordinance No. 02-36 as extended by Ordinance No.'s 11-028 and 16-018 shall be allocated to pay debt service on bonds issued to finance the construction, reconstruction and renovation of the St. Lucie County Sports Complex and to promote and advertise tourism in St. Lucie County and the State of Florida.

(i) Proposed uses of revenues for the third additional one (1%) percent tax imposed by Ordinance No. 03-12 as extended by Ordinance No.'s 11-028 and 16-018. The proposed uses of the tourist development tax revenue for the third additional one (1%) percent tourist development tax imposed by Ordinance No. 03-12 as extended by Ordinance No.'s 11-028 and 16-018 are to pay debt service on bonds issued to finance the construction, reconstruction or renovation of the St. Lucie County Sports Complex and to promote and advertise tourism in St. Lucie County and the State of Florida.

(j) Expense allocation for the third additional one (1%) percent tax imposed by Ordinance No. 03-12 as extended by Ordinance No.'s 11-028 and 16-018. Sixty-seven (67%) percent of the tourist development tax revenue from the third additional one (1%) percent tax shall be allocated to pay debt service on bonds issued to finance the construction, reconstruction or renovation of the St. Lucie County Sports Complex. The remaining thirty-three (33%) percent of the tourist development tax revenue from the third additional one (1%) percent tax shall only be allocated for capital facilities that promote tourism located in the St. Lucie County Fairgrounds and the area north of Midway Road. ~~Five hundred thousand and 00/100 (\$500,000.00) dollars plus interest of the remaining thirty three (33%) percent of the tourist development tax revenue from the third additional one (1%) percent tax shall be allocated to contract a covered equestrian arena at the St. Lucie County Fairgrounds.~~ Since the imposition of the third additional one (1%) percent tax requires approval of a majority plus one of the membership of the Board of County Commissioners, the language concerning the expense allocation set out in this subparagraph shall not be modified except

upon approval by a majority plus one of the membership of the Board of County Commissioners.

PART B. CONFLICTING PROVISIONS.

Special acts of the Florida legislature applicable only to unincorporated areas of St. Lucie County, County ordinances and County resolutions, or parts thereof, in conflict with this ordinance are hereby superseded by this ordinance to the extent of such conflict.

PART C. SEVERABILITY.

If any portion of this ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstance.

PART D. APPLICABILITY OF ORDINANCE.

This ordinance shall be applicable throughout St. Lucie County.

PART E. FILING WITH THE DEPARTMENT OF STATE.

The Clerk be and hereby is directed forthwith to send a certified copy of this ordinance to the Bureau of Laws, Department of State, The Capitol, Tallahassee, Florida, 32304.

PART F. FILING WITH THE DEPARTMENT OF REVENUE.

The County Attorney shall send a certified copy of this ordinance to the Department of Revenue, The Carlton Building, Tallahassee, Florida, 32301, within ten (10) days after approval of the Ordinance.

PART G. EFFECTIVE DATE; TERMINATION.

This ordinance shall take effect upon filing with the Secretary of State. The fourth cent (4th cent) and fifth cent (5th cent) tax imposed by Ordinance No.'s 02-36 and 03-12 shall be in effect until December 31, 2041, unless extended by the Board.

PART H. ADOPTION.

After motion and second, the vote on this ordinance was as follows:

Chairman Kim Johnson	AYE
Vice Chairman Chris Dzadovsky	AYE
Commissioner Tod Mowery	ABSENT
Commissioner Paula A. Lewis	AYE
Commissioner Frannie Hutchinson	AYE

PART I. CODIFICATION.

Provisions of this ordinance shall be incorporated in the County Code and the word "ordinance" may be changed to "section", "article" or other appropriate word, and the sections of this ordinance may be renumbered or relettered to accomplish such intention; provided, however, that Parts B to I shall not be codified.

PASSED AND DULY ADOPTED this 15th day of November 2016.

ATTEST:

Man
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: *Kim Johnson*
Chairman

APPROVED AS TO FORM AND
CORRECTNESS:

BY: *[Signature]*
County Attorney

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A
TRUE AND CORRECT COPY OF THE
ORIGINAL.

JOSEPH E. SMITH, CLERK

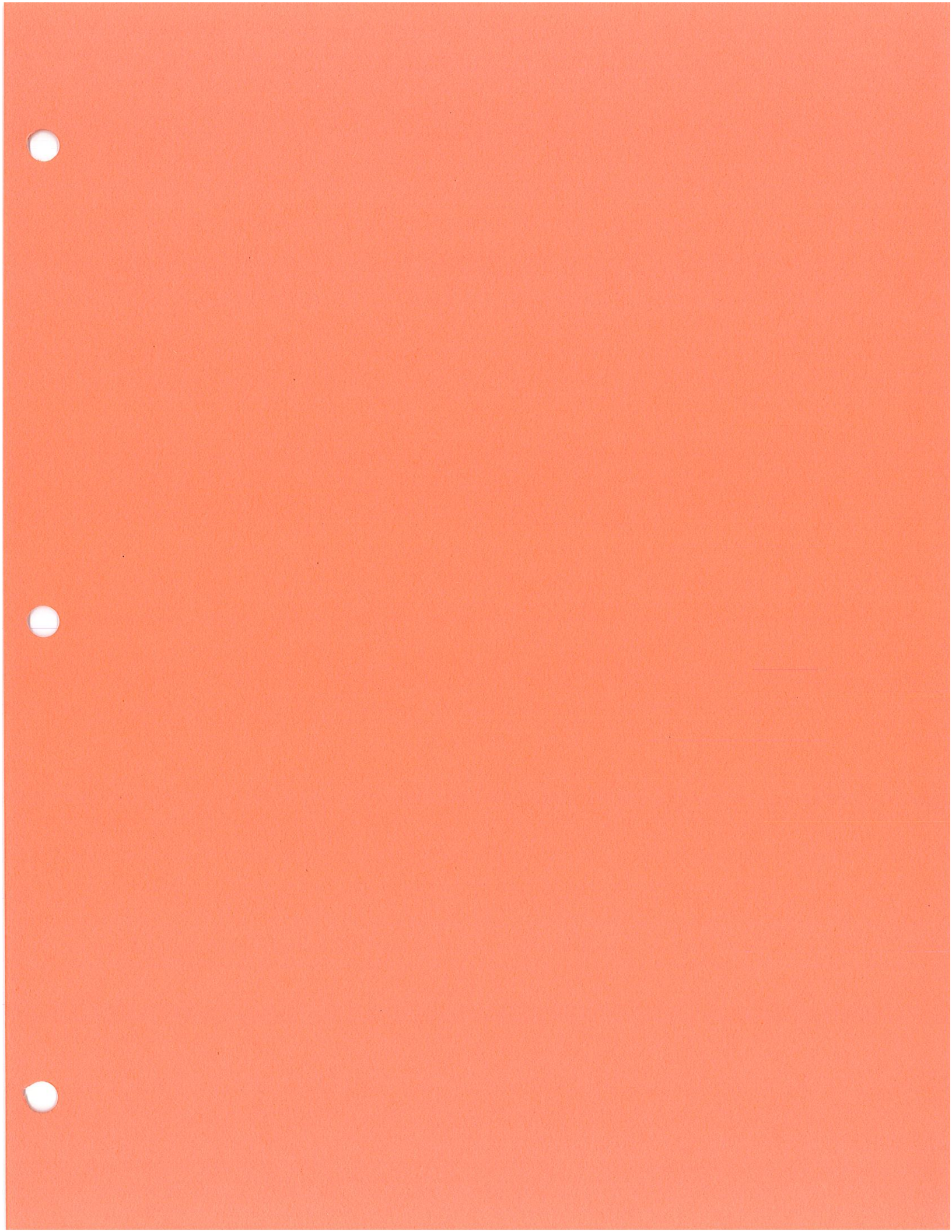
By: *Man*
Deputy Clerk
Date: 11/15/16



DEBT SERVICE SCHEDULE

The following table sets forth the debt service schedule for the Series 2017 Bonds.

<u>Bond Year</u> <u>Ending</u> <u>October 1</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2017		\$590,916.11	\$590,916.11
2018	\$1,125,000	2,309,150.00	3,434,150.00
2019	1,160,000	2,275,400.00	3,435,400.00
2020	1,205,000	2,229,000.00	3,434,000.00
2021	1,270,000	2,168,750.00	3,438,750.00
2022	1,330,000	2,105,250.00	3,435,250.00
2023	1,395,000	2,038,750.00	3,433,750.00
2024	1,465,000	1,969,000.00	3,434,000.00
2025	1,540,000	1,895,750.00	3,435,750.00
2026	1,615,000	1,818,750.00	3,433,750.00
2027	1,700,000	1,738,000.00	3,438,000.00
2028	1,785,000	1,653,000.00	3,438,000.00
2029	1,870,000	1,563,750.00	3,433,750.00
2030	1,965,000	1,470,250.00	3,435,250.00
2031	2,065,000	1,372,000.00	3,437,000.00
2032	2,170,000	1,268,750.00	3,438,750.00
2033	2,275,000	1,160,250.00	3,435,250.00
2034	2,390,000	1,046,500.00	3,436,500.00
2035	2,510,000	927,000.00	3,437,000.00
2036	2,635,000	801,500.00	3,436,500.00
2037	2,765,000	669,750.00	3,434,750.00
2038	1,925,000	531,500.00	2,456,500.00
2039	2,020,000	435,250.00	2,455,250.00
2040	2,120,000	394,250.00	2,454,250.00
2041	2,225,000	228,250.00	2,453,250.00
2042	2,340,000	117,000.00	2,457,000.00
TOTAL	<u>\$46,865,000</u>	<u>\$34,716,916.11</u>	<u>\$81,581,916.11</u>



Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

March 17, 2017

Mr. Leon M. Biegalski
Executive Director
Florida Department of Revenue
P.O. Box 6668
Tallahassee, FL 32314-6668

Dear Mr. Biegalski:

Re: Decertification of St. Lucie County

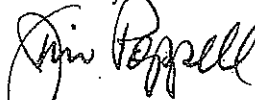
On December 31, 2006, St. Lucie County (County) was certified by the Governor's Office of Tourism, Trade, and Economic Development to receive \$7,914,766 over a 30 year period for under s. 288.1162, F.S. The first monthly payment (\$21,985.46) was issued by the Florida Department of Revenue (DOR) in March 2007.

In early 2016, the County approached the Florida Department of Economic Opportunity (DEO) in regards to seeking certification and funding for stadium renovations under s. 288.11631, F.S. Based on further communication with DEO and the Florida Sports Foundation, the County submitted an application for certification under s. 288.11631, F.S. in the fall of 2016. Pursuant to s. 288.11625(4)(e)3.(g), F.S., "A facility or beneficiary may not be the subject of more than one distribution under s. 212.20 at any time for any state-administered sports-related program, including s. 288.1162, s. 288.11621, s. 288.11631 or this section."

Therefore, the County has signed the attached agreement, prior to certification, stating that the distributions under s. 288.1162, F.S., will end and the County has satisfied all outstanding bonds associated with the project for which the County received its certification under s. 288.1162, F.S. As such, DEO is requesting that DOR immediately cease distributions to St. Lucie County under the original certification.

If you have any questions concerning this letter please contact Katherine Morrison Manager of Strategic Industry Partnerships, Division of Strategic Business Development at (850) 717-8973.

Sincerely,


Jim Poppell
Chief of Staff

JP/km

Enclosures

cc: Howard N. Tipton, St. Lucie County ✓
John Webb, Florida Sports Foundation

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
www.floridajobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

AGREEMENT

This Agreement ("Agreement") is made and entered into this 14 day of March, 2017, by and between the State of Florida Department of Economic Opportunity ("DEO") and St. Lucie County, a political subdivision of the State of Florida ("County"). DEO and County are collectively referred to herein as the "Parties."

WHEREAS, County has applied for certification under s. 288.11631, F.S., and

WHEREAS, County, and/or a spring training facility within County, was previously certified to receive \$7,914,766 under sections 212.20 and 288.1162, F.S., and has been receiving funding thereunder since March 2007, and

WHEREAS, County is not permitted to receive distributions under s. 288.11631, F.S., while it is receiving state distributions pursuant to s. 288.1162, F.S., and

WHEREAS, County has therefore agreed to relinquish its certification and prospective distributions under s. 288.1162, F.S., in order to be considered for certification under s. 288.11631, F.S.

NOW THEREFORE, in order for DEO to consider County for certification under s. 288.11631, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. This Agreement shall become effective if and only if DEO certifies County to receive distributions pursuant to s. 288.11631, F.S., and shall become effective concurrently with DEO's issuance of a letter certifying County to receive such distributions ("effective date").
2. County hereby relinquishes its certification under s. 288.1162, F.S., and County is therefore decertified as a participant under that section.
3. County hereby relinquishes any distributions that County would be entitled to as a result of its certification under s. 288.1162, F.S. The Parties agree that County shall receive no further distributions pursuant to s. 288.1162, F.S.
4. County has ensured that all bonds issued in connection with the project for which County's spring training facility received a certification for pursuant to s. 288.1162, F.S., have been satisfied.
5. County agrees that it is estopped and precluded from challenging its decertification from s. 288.1162, F.S., or the cessation of distributions under that section and s. 212.20, F.S.
6. Each of the Parties has read and understands the terms of this Agreement, that it has been represented by counsel in the negotiation, execution, and delivery of this Agreement, and that it executes this Agreement voluntarily after consultation with counsel. Each of the Parties participated in the drafting of this Agreement. In the event of any ambiguity, the Parties agree that it shall not be construed against either of them.
7. This Agreement is a fully integrated agreement which sets forth the entire agreement and understanding of the Parties concerning the subject matter of this Agreement. This Agreement shall be binding upon the successors and assigns of the Parties and may not be waived, rescinded, cancelled, terminated, supplemented, amended, or modified in any manner without the prior written consent of both Parties.
8. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement. The Parties agree that the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court

located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES ARISING FROM THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

The undersigned Parties hereby acknowledge and agree to the terms and conditions of the foregoing Agreement on the date last executed below.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

FLORIDA DEPARTMENT OF ECONOMIC
OPPORTUNITY

By: [Signature]
Chairman

By: [Signature]
Jim Poppell
Chief of Staff

Date: March 14, 2017

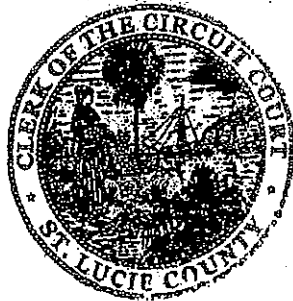
Date: 3/17/17

APPROVED AS TO FORM
AND CORRECTNESS
[Signature]
COUNTY ATTORNEY

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

By: [Signature]
Title Name: Interim General Counsel
Name: David J. Buerkle, Jr.
Date: 3/16/17

ATTEST:
[Signature]
DEPUTY CLERK

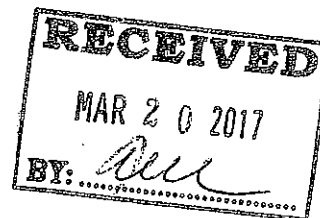


Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

March 17, 2017



Mr. Howard N. Tipton
County Administrator
St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Dear Mr. Tipton:

Re: Certification of St. Lucie County's Spring Training Facility

St. Lucie County (County) submitted an application for certification under section 288.11631, Florida Statutes (F.S.), to the Florida Sports Foundation (FSF) for initial review and evaluation. On November 29, 2016, the FSF President and CEO delivered the application to the Department of Economic Opportunity (DEO) and stated that the documentation submitted meets the criteria for funding as specified under section 212.20(6)(d)6.e., F.S. On January 25, 2017, DEO received the statutorily required certified copies of the County's Addendum and Amended and Restated Facilities Use Agreement with the New York Mets Major League Baseball team, as well as the additional statutorily required documentation requested in the December 20, 2016 letter.

We are pleased to inform you that DEO has determined the County is eligible to receive funding in the amount of \$83,333.00 monthly, for a period not to exceed 20 years. DEO will notify the Department of Revenue of the County's certification.

Receipt of funds under s. 288.11631, F.S. is contingent on all of the following:

- (1) The County's prospective distributions under s. 288.1162, F.S., will end.
- (2) The County must satisfy all outstanding bonds associated with the project for which the County received its certification under s. 288.1162, F.S.; and
- (3) The County must enter into an agreement with DEO, as required by subsection 288.11631(2)(c), F.S.

We look forward to working with you on the agreement. If you have any questions concerning this letter please contact Katherine Morrison Manager of Strategic Industry Partnerships, Division of Strategic Business Development at (850) 717-8973.

Sincerely,

Karl Blischke

Director, Strategic Business Development

KB/km

cc: Leon M. Biegalski, Florida Department of Revenue
John Webb, Florida Sports Foundation

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax

www.floridajobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

C17-03-23

SPRING TRAINING PROGRAM AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
ST. LUCIE COUNTY, FLORIDA

THE SPRING TRAINING FACILITY FUNDING AGREEMENT ("Agreement") Number SB17-007 is made and entered into by and between the State of Florida (the "State"), Department of Economic Opportunity ("DEO") and the ST. LUCIE COUNTY, FLORIDA (the "County"). DEO and the County are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Legislature of the State of Florida has created the Major League Baseball Spring Training Baseball Franchise Retention program under section 288.11634, Florida Statutes (F.S.) (the "Program"); and

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

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

WHEREAS, the County was certified under this program by DEO on March 17, 2017, for the County's Stadium Project (the planning, design, funding, and construction of the St. Lucie County Sports Complex, as defined in the Facilities Use Agreement entered into by the County and Sterling Facilities Services, L.L.C., a subsidiary of Sterling Mets, L.P., the owner of the New York Mets, dated November 15, 2016, and as amended by that certain Amended and Restated Facilities Use Agreement dated January 24, 2017); and

WHEREAS, the County entered into a Spring Training Facility Lease and Use Agreement with the Sterling Facilities Services, L.L.C., a subsidiary of Sterling Mets, L.P., the owner of the New York Mets (hereinafter "Spring Training Franchise") dated November 15, 2016, and as amended by that certain Amended and Restated Facilities Use Agreement dated January 24, 2017, (Collectively the "Spring Training Facility Lease and Use Agreement") for the use of St. Lucie County Sports Complex (Facility) for Major League Baseball spring training; and

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

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

NOW, THEREFORE, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, the Parties, intending to be legally bound hereby, and incorporating the above recitals by this reference, agree as follows:

1. NOTICES.

(a) All notices and demands that are required or may be given pursuant to the terms of this Agreement shall be in writing at the following respective addresses:

If to DEO:

Florida Department of Economic Opportunity
Division of Strategic Business Development
107 East Madison Street, MSC 80,
The Caldwell Building
Tallahassee, Florida 32399-0001
Telephone: (850) 717-8973
Facsimile: (850) 410-4770
Email: katherine.morrison@deo.myflorida.com

If to the County:

St. Lucie County Administrator
2300 Virginia Avenue
Fort Pierce, Florida 34982
Telephone: (772) 462-1592
Facsimile: (772) 462-2131
Email: tiptonh@stlucieco.org

With a copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Fort Pierce, Florida 34982
Telephone: (772) 462-1420
Facsimile: (772) 462-1440
Email: MCIND@stlucieco.org

(b) All notices and demands to be given or delivered under or by reason of the provisions of this Agreement shall be deemed to have been given:

- (1) when personally delivered,
- (2) when transmitted via facsimile to the number set out above if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid),
- (3) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service, or
- (4) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

(c) Notices and demands, in each case to the respective Parties, shall be sent to the applicable address set forth in Section 1(a), unless another address has been previously specified in writing in accordance with this Section 1(b).

(d) The Parties may modify the notice address by delivering written notice of said modification to the other Party in accordance with Section 1(b) above.

(e) If the County has knowledge that it is unable to perform its obligations or unable to make use of any portion of the funds awarded herein, the County shall notify DEO within five business days.

2. ADMINISTRATORS

(a) DEO's administrator in connection with this Agreement is Katherine Morrison, Manager of Strategic Industry Partnerships, Division of Strategic Business Development; telephone: (850) 717-8973; email: katherine.morrison@deo.myflorida.com.

(b) The County's administrator in connection with this Agreement is:

Name: Howard N. Tipton
Title: County Administrator
Email: tiptonh@stlucieco.org
Phone: (772) 462-1592

(c) All approvals and certifications pursuant to this Agreement must be obtained from the Parties' respective administrators or their respective designees.

(d) The Parties may replace their respective administrators by delivering written notice of the appointment of a replacement administrator to the other Party in accordance with Section 1(b) above.

3. TERM

(a) This Agreement is effective as of the date on which the last party executes this Agreement (the "Effective Date") and will end when the \$20 million provided for herein has been distributed to the County, or a County bond trustee, in accordance with this Agreement. Notwithstanding anything herein or in the Addendum to the contrary, DEO acknowledges and agrees that the County intends to issue a series of bonds to finance and/or refinance a portion of the cost of the Project and that the debt service on said bonds or any refunding bonds will be paid from the \$20 million provided for herein, and that, pursuant to section 288.11631(5)(f), F.S., the County may therefore not be decertified by DEO once said bonds are issued. The provisions of Articles 8, 9, 11, 12, 13, 15, 16, 17, 25, 30, 31, and 34 shall survive the expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Article 11, *Audits and Records*, of this Agreement shall terminate in accordance with the requirements of Article 11. The County is subject to decertification only if the County fails to comply with or meet the requirements of section 288.11631, F.S., or this Agreement, in which event DEO may recover incentive funds. Notwithstanding the preceding sentence, once the County is certified pursuant to the terms of section 288.11631, F.S., it may not be decertified by DEO if it has paid or pledged for the payment of debt service on, or to fund debt service reserve funds, arbitrage rebate obligations, or other amounts payable with respect thereto, bonds issued for the construction of the Project for which the County was certified, or for the reimbursement of such costs or the refinancing of bonds issued for the construction of the Project for which the County was certified, or for the reimbursement of such costs or the refinancing of bonds issued for such purpose. This subsection does not

preclude or restrict the ability of the County to refinance, refund, or defease such bonds.

(b) Definitions:

(1) "Contract" means any agreement, assignment, license, lease or purchase order for the provision of construction, goods and/or services executed by the County in furtherance of the County's overall obligations under this Agreement, or contemplated under the Spring Training Facility Lease and Use Agreement as to the Project, unless specifically defined elsewhere in this Agreement.

(2) "Development Period" means the period of time between certification pursuant to section 288.11631, F.S. and full completion of all services and payments contemplated under the Spring Training Facility Lease and Use Agreement.

4. DUTIES AND OBLIGATIONS OF THE COUNTY.

STATUTORY REQUIREMENTS

(a) The County shall comply with all the provisions of this Agreement and shall continually, throughout the term of this Agreement, meet all requirements for certification within section 288.11631, F.S. (2015), as verified and determined by DEO, which includes, but is not limited to, the following:

(1) The County is responsible for the construction or renovation of the Facility for a spring training franchise or holds title to the property on which the facility for a spring training franchise is located.

(2) The County must have a certified copy of a signed lease agreement with a spring training franchise. The signed agreement with a spring training franchise for the use of a facility must, at a minimum, be equal to the length of the term of the bonds issued for the public purpose of constructing or renovating a facility for a spring training franchise. The lease agreement must also require the franchise to reimburse the State if the franchise relocates before the lease agreement expires; the required reimbursement must be equal to the total amount of state distributions expected to be paid from the date the franchise breaks its lease agreement with the County through the final maturity of the bonds.

(3) The County must maintain its financial commitment to provide 50 percent or more of the funds required by an agreement for the construction or renovation of the facility for a spring training franchise.

(4) The County must demonstrate, at least annually, that the facility for a spring training franchise will attract (prior to completion of the County's Stadium Construction and Renovation Project) or does attract (after completion of the County's Stadium Construction and Renovation Project) a paid attendance of at least 50,000 persons annually to the spring training games held in that facility.

(5) The facility for a spring training franchise must be located in a county that levies a tourist development tax under section 125.0104, F.S.

(b) As a certified applicant under section 288.11631, F.S., the County may use state funds provided under section 212.20(6)(d)6.e, F.S. and this Agreement, only to:

(1) serve the public purpose of constructing or renovating a facility for a spring training franchise;

(2) pay or pledge for the payment of debt service on bonds issued for the construction or renovation of such facility;

(3) fund debt service reserve funds, arbitrage rebate obligations, or other amounts payable with respect thereto on bonds issued for the construction or renovation of such facility;

(4) reimburse the costs under paragraphs (1), (2), or (3), above; and/or

(5) refinance bonds issued for the construction or renovation of such facility.

(c) As a certified applicant under section 288.11631, F.S., the County may not use state funds distributed according to this Agreement and pursuant to section 212.20(6)(d)6.e, F.S., to subsidize facilities that are privately owned by, maintained by, and used exclusively by a spring training franchise.

(d) The County must place unexpended state funds received pursuant to section 212.20(6)(d)6.e., F.S., in a trust fund or separate account for use only as authorized in section 288.11631, F.S.

(e) The County's expenditure of state funds received pursuant to this Agreement must begin within 48 months after the initial receipt of said state funds. Additionally, the construction or renovation of a spring training facility within the County and pursuant to the County's certification under section 288.11631, F.S., must be completed within 24 months of the County's Stadium Construction and Renovation Project's commencement.

(f) As more fully set forth in Spring Training Facility Lease and Use Agreement and in the Addendum, if the Spring Training Franchise relocates from the Facility, the Spring Training Franchise must, as a partial remedy, reimburse the State in an amount equal to 100% of the total amount of state distributions expected to be paid from the date the Spring Training Franchise breaks its agreement or agreements with the County through the maturity of the bonds described in Section 3(a). The County agrees it has, and will have, at all times throughout the term of this Agreement, and will enforce, a valid provision for such reimbursement to the State in the Spring Training Facility Lease and Use Agreement with the Spring Training Franchise. DEO acknowledges and agrees that the provisions of Spring Training Facility Lease and Use Agreement and the Addendum meet the requirements of section 288.11631, F.S.

(g) The County agrees that, prior to making any material changes, amendments, modifications, extensions or the like, to the County's Spring Training and Facility Lease and Use Agreement, or the terms thereof, that have any effect on DEO's or the State's rights or privileges, including, but not limited to, the Spring Training Franchise's assignment of its rights and obligations under the lease, or the County's certification or the Spring Training Franchise's reimbursement requirements under section 288.11631, F.S., the County shall obtain DEO's prior, written approval.

REPORTING REQUIREMENTS

(h) **Annual Reports:** On or before September 1 of each year throughout the term of this Agreement, and as long as the County remains certified under section 288.11631, F.S., the County shall submit an annual report to DEO which must include, but is not limited to, the following:

(1) A detailed accounting of all local and state funds expended to date, as of the date of submission of the report, on the Project financed under section 288.11631, F.S. In addition to this detailed accounting, and during the Development Period only, the County must submit a short summary of all local, state and private funds expended on the Project as of the date of submission of this report.

(2) A copy of the Spring Training Facility Lease and Use Agreement between the County and the Spring Training Franchise, including all amendments, modifications, extensions, assignments, or ancillary agreements thereto, current as of the date of the annual report. The County's Spring Training Franchise shall remain the New York Mets, unless properly changed pursuant to law and the terms of this Agreement and the Spring Training Facility Lease and Use Agreement.

(3) A cost-benefit analysis of the Spring Training Franchise's impact on St. Lucie County. This cost-benefit analysis must be substantially similar in content and format to the 2009 Major League Baseball Florida Spring Training Economic Impact Study except that its scope shall be limited to the impact on St. Lucie County.

(4) Only for those reporting periods which encompass the Development Period, a list of all Contracts with an estimated cost greater than \$250,000 executed in furtherance of this Agreement.

(5) Written evidence that the County continues to meet the certification criteria in effect when the County was certified pursuant to section 288.11631, F.S. (2015).

(6) Written evidence, including numerical and/or statistical analysis as applicable, that the County is in compliance with section 288.1167, F.S.

(7) A letter signed by the Chair of the County Commission or delegee certifying that all information and documentation contained in the annual report and submitted to DEO is true and correct.

(8) Any additional documents or certifications which are reasonably related to the County's obligations under this Agreement as requested and required by DEO.

(9) Evidence of the efforts to promote and advertise the Facility that have taken place since the last reporting period, in accordance with Section 23 hereof.

(10) Stadium Development Status Reports: Until the Project is completed, no less frequently than on a quarterly basis, the County shall provide to DEO a written update as to the status of the Project, which requirement may be met by copying DEO on any written updates provided to the St. Lucie County Board of Commissioners. In addition, during the Development Period, the County will promptly respond to a request from DEO for any information in the the County's possession, or reports that the County is generating for its own purposes. This section does not require the County to generate financial reports beyond those specifically required by this Agreement.

5. DISTRIBUTIONS.

(a) Distributions under this Agreement will be made to the County subject to and in accordance with sections 212.20(6)(d)6.e. and 288.11631, F.S.

(1) Notwithstanding anything else herein to the contrary, if pursuant to section 212.20(6)(d)(6)(e), F.S., the \$83,333.00 per month described in section 5(c) is not available to DOR for distribution as provided for in this Agreement, such event will not constitute a breach or default by DEO, DOR, or the State of Florida. For avoidance of doubt, neither the faith and credit nor the taxing power of the State of Florida is or shall be pledged in connection with this Agreement.

(2) Subject in all respects to Section 3(a) hereof, all distributions shall be subject to the terms of this Agreement, including, but not limited to Article 15, *Breach, Financial Consequences, and Remedies*.

(b) Pursuant to sections 212.20(6)(d)6.e. and 288.11631(3)(c), F.S., the Department of Revenue (DOR) will begin distributions to the County upon DEO's notification to DOR that the County has fulfilled all the requirements for certification as set forth in section 288.11631, F.S.

(c) Pursuant to subsection 212.20(6)(d)6.e., F.S., the County shall receive distributions from DOR of up to \$83,333.00 monthly, beginning July 1, 2017, or following execution of this Agreement, whichever is later, and continue, for not more than 20 years from the initial distribution date, in an amount not to exceed a total sum of \$20,000,000.00. Subject in all respects to Section 3(a) hereof,

failure to comply with the requirements set forth in this Agreement or applicable law, may result in the application of financial consequences as set forth in Article 15, *Breach, Financial Consequences, and Remedies*, of this Agreement, the repayment of funds as referenced in section 288.11631, F.S., or Article 34, *Return or Recoupment of Funds*, of this Agreement.

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

6. CONTRACTS.

(a) The County shall be responsible and liable for all work performed and all expenses incurred in connection with the County's Stadium Construction and Project or any activities related to, in connection with, or in furtherance of this Agreement.

(b) The County may, as appropriate and in compliance with applicable law, contract the performance of the activities related to, in connection with, or in furtherance of this Agreement, including entering into contracts with vendors for services and commodities, *provided, however*, that the County shall be solely liable to the subcontractor for all expenses and liabilities. The County shall not enter into a subcontract in which DEO could be held liable to the subcontractor for any expenses or liabilities. The County agrees that DEO shall not be held liable to the subcontractor for any expenses or liabilities incurred under any contract. Pursuant to section 768.28, F.S., and to the extent permitted by applicable law, the County shall, at its expense, defend and hold DEO harmless of any liabilities incurred under any of the contracts entered into by the County in connection this Agreement. As between DEO and the County, the County shall be liable for all work performed and all expenses incurred as a result of any subcontract entered into by the County in connection this Agreement. The County shall ensure that contractors hired by the County in connection with the County's Sport Complex, or any activities related to this Agreement, comply with all relevant terms of this Agreement.

(c) Any Contract executed by the County after the Effective Date of this Agreement, for the expenditure of funds from, related to, in connection with, or in furtherance of this Agreement shall be evidenced by a written document and include provisions requiring compliance with this Agreement and all applicable Federal, State, and local laws, regular performance reporting, accounting for proper use of funds provided under the Agreement (including the provision of audit rights pursuant to Attachment A, *Audit Requirements*, as applicable.) Contract, as used in this paragraph, shall mean any agreement, assignments, leases or purchase order for the provision of construction, goods and/or services executed specifically by the County in furtherance of the County's overall obligations under this Agreement, unless specifically defined elsewhere in this Agreement.

7. INDEPENDENT CAPACITY OF CONTRACTOR.

(a) The Parties mutually understand and agree that the County, its officers, agents, employees, subcontractors or assignees, in the performance of the County's duties and responsibilities under this Agreement, is at all times acting and performing as an independent contractor and not as an officer, employee or agent of the State of Florida. Nothing in this Agreement is intended to, or shall be deemed to constitute, a partnership or joint venture between the Parties.

- (b) The County shall not represent to others that it has the authority to bind DEO.
- (c) Neither the County, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.
- (d) The County agrees to take such action as may be necessary to ensure that each contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
- (e) DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the County, its Spring Training Franchise, beneficiary, its subcontractor, or assignee in furtherance of this Agreement.
- (f) DEO shall not be responsible for withholding taxes, if any, with respect to the County's distributions hereunder. The County shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The County shall ensure that its employees, contractors, and other agents, receive benefits and necessary insurance from an employer other than the State of Florida, to the extent required by law.
- (g) The County, at all times during the Agreement, must comply with any and all applicable reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.
- (h) The County agrees to take such steps as may be necessary to ensure that each contractor of the County will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the State of Florida.
- (i) The County shall not pledge the State of Florida's nor DEO's credit nor make the State of Florida or DEO a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.

8. LIABILITY.

- (a) DEO shall not assume any liability for the acts, omissions to act, or negligence of the County, its Spring Training Franchise, agents, beneficiaries, affiliates, contractors, subcontractors, servants, or employees. In all instances, the County shall be responsible for any injury or property damage resulting from any activities conducted by the County in the performance of this Agreement.
- (b) DEO shall not be liable to the County for special, indirect, punitive, or consequential damages. DEO shall not be liable for lost profits, lost revenue, or lost institutional operating savings.

9. INDEMNIFICATION.

- (a) The Parties acknowledge that nothing in this Agreement shall constitute (1) an agreement by either Party to indemnify or insure the other Party for the other Party's negligence or to assume any liability of the other Party's negligence; (2) a waiver of sovereign immunity beyond the limits set forth in Section

768.28, F.S. or any applicable waiver of sovereign immunity that is inherent in the act of contracting; (3) a waiver of any defense the parties may have under such statute; or (4) consent to be sued by third parties.

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

(c) The County shall indemnify, defend, and hold harmless the State and DEO, its employees and agents, from liability of any nature or kind, including costs and expenses for or on account of any trademarked, trade secret, copyrighted, patented, or unpatented invention, process, product or article manufactured by the County. DEO shall not be liable for any royalties.

(d) The County's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving the County:

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

The County is not obligated to be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without the County's prior written consent, which shall not be unreasonably delayed, conditioned or withheld.

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

10. RESPONSIBILITIES OF GOVERNING BOARD OR AUTHORITIES.

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

11. AUDITS AND RECORDS.

- (a) The County shall retain and maintain all records so as to sufficiently and properly reflect all expenditures of funds distributed under this Agreement, in accordance with generally accepted accounting procedures and practices. Records shall include, but are not limited to, independent auditor working papers, notes, books, vouchers, bills, invoices, requests for payment, receipts, and other supporting source documentation, including electronic storage media. Such records shall be subject at all times to inspection, review, and audit by, as well as transfer to, representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives upon request.
- (b) The County agrees to comply with all applicable audit requirements of section 215.97, F.S., and those found in Attachment A, *Audit Requirements*; and, if an audit is required, the County shall disclose all related transactions to the auditor.
- (c) The County shall maintain and retain all County records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement, as well as all financial records related to funds paid by the County to any parties for work on the matters that are the subject of this Agreement, in accordance with the record retention requirements of Part V of Attachment A, *Audit Requirements*. The County shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.
- (d) If applicable, the County shall submit a written independent audit report to DEO specifically covering the period of Agreement expenditures pursuant to sections 215.97 and 11.45, F.S., and other relevant laws.
- (e) The County must provide copies of any audit referencing this Agreement, the audit transmittal letter, and any response to such audit to DEO within 30 days of receipt by the County.
- (f) The County will comply with section 20.055(5), F.S., including, but not limited to, the duty of the County, to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S. The County agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the County's beneficiary, contractors' or subcontractors' compliance with the terms of this Agreement which results in a finding of noncompliance, fraud, illegality, or financial misuse, in connection with this Agreement by the County or its Spring Training Franchise, beneficiary, contractor(s), or subcontractor(s). Such reasonable costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.
- (g) The County shall include the audit and record keeping requirements aforementioned in this Article and in Attachment A, *Audit Requirements*, in all contracts, subcontracts, leases, assignments, and agreements executed for the expenditure of funds from, related to, in connection with, or in furtherance of this Agreement.
- (h) Within 60 working days of the close of the County's fiscal year, on an annual basis, the County shall electronically submit a completed *Audit Compliance Certification* (a version of this certification is attached hereto as Attachment B) to audit@deo.myflorida.com. The County's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement.

within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the County.

12. ACCESS TO RECORDS AND PUBLIC RECORDS REQUIREMENTS.

- (a) DEO may perform on-site reviews to independently validate any information or reports submitted to DEO. The County shall allow DEO's Agreement Manager and other DEO authorized personnel access to any information and any other documents requested by DEO for purposes of monitoring the County's performance under or compliance with this Agreement.
- (b) The County must comply with all applicable Florida public records law as it relates to this Agreement. In particular, the County shall allow public access to all documents, papers, letters or other materials made or received by the County in conjunction with this Agreement that are public records as that term is defined by Fla. Stat. 119.011 (12) unless the records are exempt, and/or confidential pursuant to section 24(a) of Article I of the State Constitution, section 119.07(1), F.S., or other Florida statute(s).
- (c) The County is responsible to respond to each and every request the County receives for public records made, as provided by law, received or in the custody or control of the County in conjunction with this Agreement, in accordance with chapter 119, F.S.
- (d) The County acknowledges that DEO is subject to the provisions of chapter 119, F.S., and that documents submitted to DEO, or in DEO's custody or control, in relation to this Agreement constitute public records, subject to exemption and confidentiality under Florida law. The County shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.
- (e) The provisions of chapter 119, F.S., and other applicable Florida and federal laws govern the disclosure of any confidential information received by the Parties.
- (1) If the County, the County's Spring Training Franchise or its affiliates, or the County's agents, employees, partners, contractors, or subcontractors submit records to DEO that the County, the County's Spring Training Franchise or its affiliates, or the County's contractors or subcontractors, deems legally confidential and/or exempt from public disclosure, as trade secrets, proprietary confidential business information, or for any other valid legal exemption under applicable Florida or Federal law, such records must be properly identified as such prior to submission to DEO. Failure to identify the legal basis for and the specific content of each claim of exemption and/or confidentiality from the requirements of chapter 119, F.S. or other law, prior to submittal of the record to DEO, may serve as a waiver of a claim of exemption and/or confidentiality of that record.
- (2) The County shall ensure that public records in the custody and/or control of the County, the County's Spring Training Franchise or its affiliates, or the County's agents, employees, partners, contractors or subcontractors that are confidential are not disclosed except as authorized by law.
- (3) The County shall not disclose to third parties any confidential information obtained by the County, the County's Spring Training Franchise or its affiliates, or the County's agents, employees, officers, contractors or subcontractors in furtherance of this Agreement.
- (i) The County shall notify DEO verbally within 24 hours, and in writing within 72 hours of any improper disclosure or unauthorized use of confidential information related to this Agreement by

the County, its employees, agents, or representatives which is not in compliance with the terms of this Agreement or Federal or State law or if any information related to this Agreement is subpoenaed.

(ii) The County shall make a report to DEO not more than 7 business days after the County learns of such an improper disclosure or unauthorized use of confidential information. The County's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the confidential information disclosed or used, who made the disclosure or used the information, what the County has done or shall do to mitigate any deleterious effect of the improper disclosure or unauthorized use, and what corrective action the County has taken or shall take to prevent future similar unauthorized use or improper disclosure. The County shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by DEO. The County shall take all steps DEO deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of confidential information shared or exchanged by the Parties and their affiliates in connection with this Agreement.

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

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

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

13. GOVERNING LAW.

This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Article 15, *Breach, Financial Consequences, and Remedies*, or Article 34, *Return or Recoupment of Funds*, of this Agreement, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement to which DEO is or may be a party shall be brought in the appropriate court in Leon County, Florida, applying Florida law; in any such action, the County waives any right to jury trial.

14. STRICT COMPLIANCE.

The County agrees that all acts to be performed by it in connection with this Agreement must be performed in strict conformity with all local, State and Federal laws and regulations. For the avoidance of doubt, to the extent of any conflict between the terms of this Agreement and any law or regulation, the law or regulation shall control.

15. BREACH, FINANCIAL CONSEQUENCES, AND REMEDIES.

(a) If the County fails to comply with any of the terms of this Agreement, including but not limited to, timely delivery of the reports required under this Agreement, or continuing to meet the criteria for certification under section 288.11631, F.S., DEO may exercise any of the remedies available to it at law or in equity, and including, but without limitation, imposition of financial consequences as set forth in subsection (b) and (c) below.

(b) If the County fails to cure any breach or default of this Agreement or applicable law related thereto, DEO may impose the following financial consequences, as allowable by law:

(1) If the County fails to timely or adequately provide, as determined by DEO in its sole, reasonable discretion, any of the reports, documents, certification(s), or portions thereof required by this Agreement, or requested by DEO pursuant to this Agreement, including, but not limited to, the reports, documents, and certifications described in Article 4, *Duties and Obligations of the County*, of this Agreement, DEO will provide written notice of said failure to the County. The County shall have 30 days from such written notice to cure the failure (which notice shall state with particularity what report, document, certification or portion thereof that DEO considers has not been provided), prior to the imposition of any financial consequence; however, if said failure is not cured, in DEO's sole, reasonable discretion, after 30 calendar days, a financial consequence of \$100.00 per calendar day will be imposed until such time as the failure is cured. If said breach or default is not capable of being cured within 30 days, the County shall provide DEO with a response setting forth a plan, including a timeframe, for curing the breach or default, which is subject to review and approval by DEO. Following said review and approval, the County shall not be subject to any financial consequence if the County complies with the plan for cure; however, if, in DEO's sole reasonable discretion, the County fails to comply with the plan for cure, a financial consequence of \$100.00 per calendar day will be imposed until such time as the County complies with the plan for cure or until the breach or default is cured, whichever occurs earlier. This financial consequence shall be imposed independently for each outstanding document or missing or inadequate portion thereof.

(2) If no Spring Training Franchise is operating at the Facility during the term of this Agreement either (a) due to modifications to the County's Spring Training Facility Lease and Use Agreement with a Spring Training Franchise, made without DEO's prior consent, or (b) due to the departure of the Spring Training Franchise resulting from a breach of contract by the County as determined by an administrative tribunal or a court of competent jurisdiction, and if DEO does not receive adequate repayment from the Spring Training Franchise, DEO may impose a financial consequence in an amount up to 100% of the County's remaining monthly distributions received from the State under this Agreement, each month if a Spring Training Franchise is not operating at the Facility, until such time as the County cures, in DEO's sole, reasonable discretion, said breach or default.

Provided, however, the above financial consequence shall terminate if the County enters into a new lease agreement with a replacement Spring Training Franchise, which must be with a major league

baseball Spring Training Franchise and approved by DEO, for a term at least equal to the time remaining on the original Spring Training Franchise Lease and Use Agreement.

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

(4) Following completion of the facility, which is to occur within 24 months from the project's commencement, as described in s. 288.11631(3)(d)3, F.S., if the County has failed to maintain its financial commitment to provide 50 percent or more of the funds required for the construction or renovation of the Facility, DEO shall provide the County a notice and at least 60 days opportunity to cure the deficiency. If the deficiency is not timely cured, the County shall repay to DEO a pro-rated amount of the total award, calculated by multiplying the percentage of funds not matched by the total award. DEO shall permit the County to make such repayments in equal parts for the remainder of the term of this Agreement.

(c) If the County materially breaches, or defaults under, this Agreement, other than as described in subsections (b)(1)-(4) above, DEO shall provide 60 days written notice to the County, during which time the County shall either enter into a corrective action plan with DEO that must be agreeable to DEO, or the County must otherwise cure the breach. If the County fails to enter into a corrective action plan with DEO, or otherwise cure the breach, or if the County fails to substantially comply with the terms of the corrective action plan, DEO may impose a financial consequence in an amount of up to \$5000 each month, until such time as the County cures, in DEO's sole, reasonable discretion, said breach or default, or begins complying with the corrective action plan agreed to between DEO and the County.

(d) The County and DEO agree that wherever one Spring Training Franchise would be required by section 288.11631, F.S., or by this or any other agreement, including the Spring Training Facility Lease and Use Agreement with the New York Mets, or by other law, to repay to DEO amounts that were or will be provided to the County under this Agreement, DEO must demand such amounts from the Spring Training Franchise.

(e) The sanctions set forth in this section 15 are not sole remedies, and shall be cumulative with any rights and remedies available to DEO under law.

16. SEVERABILITY.

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

17. PRESERVATION OF REMEDIES.

No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default under this Agreement will impair any such right, power, or remedy of either Party, nor will such delay or omission be construed as a waiver of any such breach or default or any similar breach or default. Any waiver must be in writing and signed by the Party to be charged. No waiver of a right, power, or remedy shall, or shall be construed to, waive any similar or future right, power, or remedy. The rights and remedies available to DEO under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to DEO.

18. DISCRIMINATORY VENDOR.

The County acknowledges the provisions of section 287.134, F.S. The County shall disclose to DEO if any of its affiliates, as defined by section 287.134(1)(a), F.S. appears on the discriminatory vendor list. The County shall ensure provisions in accordance with section 287.143, F.S., are present in all agreements, assignments, leases, contracts, and subcontracts in furtherance of or related to this Agreement which are entered into after the effective date of this Agreement.

19. NON-DISCRIMINATION.

The County shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status. The County shall insert a provision in accordance with this Article, in all subcontracts for services in relation to this Agreement which are entered into after the effective date of this Agreement.

20. HARASSMENT-FREE WORKPLACE

The County shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The County shall insert a provision in accordance with this Article, in all subcontracts for services in relation to this Agreement that executed after the effective date of this Agreement.

21. PUBLIC ENTITY CRIMES.

The County affirms that it is aware of the provisions of section 287.133, F.S., and that at no time has the County, its Spring Training Franchise, or its affiliates, as defined by section 287.133(1)(a), F.S., been convicted of a Public Entity Crime. The County agrees that it shall not violate such law. The County shall insert a provision in accordance with this Article and the applicable Florida Statutes in all agreements, assignments, leases, contracts, and subcontracts in connection with or related to this Agreement that are either an agreement with the Spring Training Franchise, or are another agreement and are either amended or executed after the effective date of this Agreement.

22. WARRANTY OF ABILITY TO PERFORM.

The County warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would prohibit, restrain, or diminish the County's or its Spring Training Franchise, beneficiary's or its affiliates' ability to satisfy

its Agreement duties or obligations. The County shall immediately notify DEO in writing if the County's or its Spring Training Franchise's or its affiliates' ability to perform in connection with this Agreement is compromised in any manner during the term of this Agreement.

23. PROMOTION/ADVERTISEMENT OF FACILITY.

The County shall undertake reasonable efforts to promote and advertise the Facility.

24. LOBBYING.

(a) Pursuant to sections 11.062 and 216.347, F.S., the County shall not use any funds received under this Agreement for lobbying the Legislature, the judicial branch, or any state agency.

(b) The County will keep DEO apprised of any requests for testimony or its participation in any Congressional, legislative and other State or Federal hearings, or agency, committee, or task force meetings or the like, related to this Agreement.

(c) The County shall insert a provision in accordance with this Article, in all agreements, assignments, leases, contracts, or subcontracts related to this Agreement or for which funds distributed pursuant to this Agreement are to be expended, that are either an agreement with the Spring Training Franchise, or are another agreement and are either amended or executed after the effective date of this Agreement.

25. ATTORNEY FEES.

DEO shall not be liable to pay attorney fees, interest, expenses or cost of collection in conjunction with this Agreement.

26. NON-ASSIGNMENT.

(a) Except as otherwise provided in this Agreement, neither party may assign, delegate, nor otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably delayed, conditioned or withheld. Any assignment, delegation, or transfer in violation of this Article is void *ab initio*. In the event DEO approves an assignment, delegation or transfer of the v's obligations under this Agreement, the County hereby agrees that it shall remain responsible for all work performed and all expenses incurred in connection with this Agreement, regardless of such an assignment, delegation, or transfer. In addition, this Agreement shall bind the successors, assigns or legal representatives of the County.

(b) Notwithstanding Article 26(a) above, DEO shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving 30 days prior written notice to the County. This Agreement shall bind the successors, assigns or legal representatives of DEO and the State of Florida.

27. RENEGOTIATION AND AMENDMENTS.

The Parties agree to renegotiate this Agreement if Federal and/or State revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated

by law, DEO may at any time, with written notice to the County, make changes within the general scope of this Agreement. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of any such change(s) shall be the responsibility of the County. Amendments to or modifications of this Agreement shall only be valid when such change(s) are in writing and duly executed by all Parties. Any such change(s) shall become effective upon the date of execution of both Parties or such later date as may be specified therein.

28. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

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

29. AUTHORITY OF THE COUNTY'S SIGNATORY.

Upon execution, the County shall return executed copies of this Agreement in accordance with the instructions provided by DEO along with documentation ensuring that the below signatory has

authority to bind the County to this Agreement as of the date of execution. Documentation may be in the form of a legal opinion from the County's attorney, or other reliable documentation demonstrating such authority, and is hereby incorporated by reference. DEO may, in its discretion, request additional documentation related to the below signatory's authority to bind the County to this Agreement.

30. NO THIRD PARTY BENEFICIARIES.

Nothing in this Agreement, express or implied, is intended to either: (a) confer upon any third person or entity, other than the Parties and their permitted successors and assigns hereto, any rights or remedies under or by reason of the terms and conditions of this Agreement as a third party beneficiary or otherwise, except as may be specifically provided for in this Agreement; or (b) authorize any person or entity not a party to this Agreement to maintain any legal action or bring any claim for its benefit, pursuant to or based upon the terms and conditions of this Agreement.

31. INFORMATION RELEASE AND ADVERTISING.

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

32. CONFLICT OF INTEREST.

This Agreement and the use of funds distributed pursuant to this Agreement are subject to chapter 112, F.S. The County shall disclose the name of any officer, director, employee, or other agent of the County, who is also an employee of the State. The County shall disclose the name of any County employee or agent who owns, directly or indirectly, more than 5 percent of the total assets or capital stock of any business entity or its affiliates receiving funds from this Agreement.

33. [INTENTIONALLY LEFT BLANK]

34. RETURN OR RECOUPMENT OF FUNDS.

(a) The County shall return to DEO any overpayments (funds paid in excess of the amount to which the County is entitled under the terms and conditions of this Agreement) distributed to the County. If the County or its independent auditor discovers an overpayment has been made, the County shall repay said overpayment within 60 calendar days without prior notification from DEO. If DEO first discovers an overpayment has been made, DEO will notify the County by letter. DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning 61 calendar days after the date of DEO's notification or the County's or its auditor's discovery. The County shall send repayments to DEO's Agreement Manager, and make checks payable to the "Department of Economic Opportunity."

(b) The Parties acknowledge that s. 17.0415, Florida Statutes, permits the Chief Financial Officer of the State of Florida to assign claims among the state, its agencies, and its subdivisions, whether arising from criminal, civil, or other judgments in state or federal court.

35. [INTENTIONALLY LEFT BLANK]

36. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

37. ENTIRE AGREEMENT.

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

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

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

By: [Signature]
Chairman
Date: 3/28/17

FLORIDA DEPARTMENT OF ECONOMIC
OPPORTUNITY

By: [Signature]
Jim Poppell
Chief of Staff
Date: 4/10/17

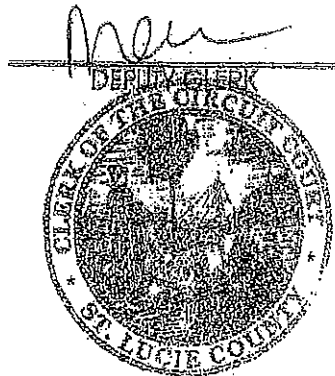
APPROVED AS FORM AND CORRECTNESS

By: [Signature]
Name: Daniel J. McIntyre
Title: County Attorney
Date: 3/28/17

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

By: [Signature]
Name: Adam Conway
Title: AGAC
Date: 04/06/2017

ATTEST:



ATTACHMENT A AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited-scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

4. Title 2 CFR part 200, entitled *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to title 2 CFR part 200 for revised definitions, reporting requirements and auditing thresholds referenced in this Attachment and Agreement accordingly.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at:
<http://www.myflorida.com/audgen/pages/flsaa.htm>

PART III: OTHER AUDIT REQUIREMENTS

Not applicable

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following at the address indicated:
 - A. DEO at each of the following addresses:

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

or

Paper (hard copy):

Department Economic Opportunity

MSC # 130, Caldwell Building

107 East Madison Street

Tallahassee, FL 32399-4126
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse

Bureau of the Census

1201 East 10th Street

Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and any management letter issued by the auditor, to DEO at each of the following addresses:

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

or

Paper (hard copy):

Department Economic Opportunity

MSC # 130, Caldwell Building

107 East Madison Street

Tallahassee, FL 32399-4126

3. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. DEO at each of the following addresses:

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

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126
 - B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450
Email Address: flaudgen_localgovt@aud.state.fl.us
4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:
 - A. DEO at each of the following addresses:

N/A
5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

The remainder of this page is intentionally left blank.

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

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

Federal Program: None

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

Federal Program: Not applicable

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: None

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: AWARDED BY THE DEPARTMENT OF ECONOMIC OPPORTUNITY, DIVISION OF STRATEGIC BUSINESS DEVELOPMENT						
Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category	
General Revenue		73.016		\$20,000,000	General Revenue	
				Total Award	\$20,000,000*	

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

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

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

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

ATTACHMENT B

Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this grant was open to audit@deo.myflorida.com.

Grantee:

FEIN:

Grantee's Fiscal
Year:

Contact's Name:

Contact's Phone:

Contact's Email:

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? Yes No

If the above answer is yes, answer the following before proceeding to item 2.

Did Grantee expend \$500,000 (\$750,000 as of July 1, 2016) or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? Yes No.

If yes, the Recipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? Yes No

If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of title 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.

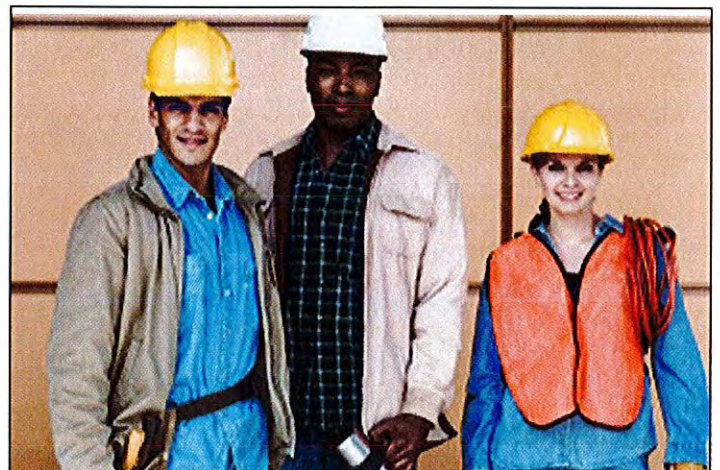
Signature of Authorized Representative

Date



**St. Lucie County is actively seeking
Minority and Women Owned
Enterprise Businesses to provide
services for our Sports Complex.**

**Contact Willie Redden, Jr., Regional
Parks and Stadiums Manager, at**



**Board of County
Commissioners**

Cathy Townsend
DISTRICT 5
Chair

Chris Dzadovsky
DISTRICT 1
Vice-Chair

Sean Mitchell
DISTRICT 2

Linda Bartz
DISTRICT 3

Frannie Hutchinson
DISTRICT 4

Administration

Howard Tipton
COUNTY
ADMINISTRATOR

Dan McIntyre
COUNTY ATTORNEY

August 4, 2020

Subject: Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

Item #6: Evidence, including numerical and/or statistical analysis as applicable, that the County is in compliance with section 288.1167, F.S., Minority and Women Owned Business Enterprises (MWBE).

- St. Lucie County Banner Finance program printout which identifies the Other Contractual Services adjusted budget of \$257,578 for fiscal year 2020.
- Purchase Orders for fiscal year 2020 to date total \$56,222 which exceed the required 15% of the adjusted budget total \$38,636.

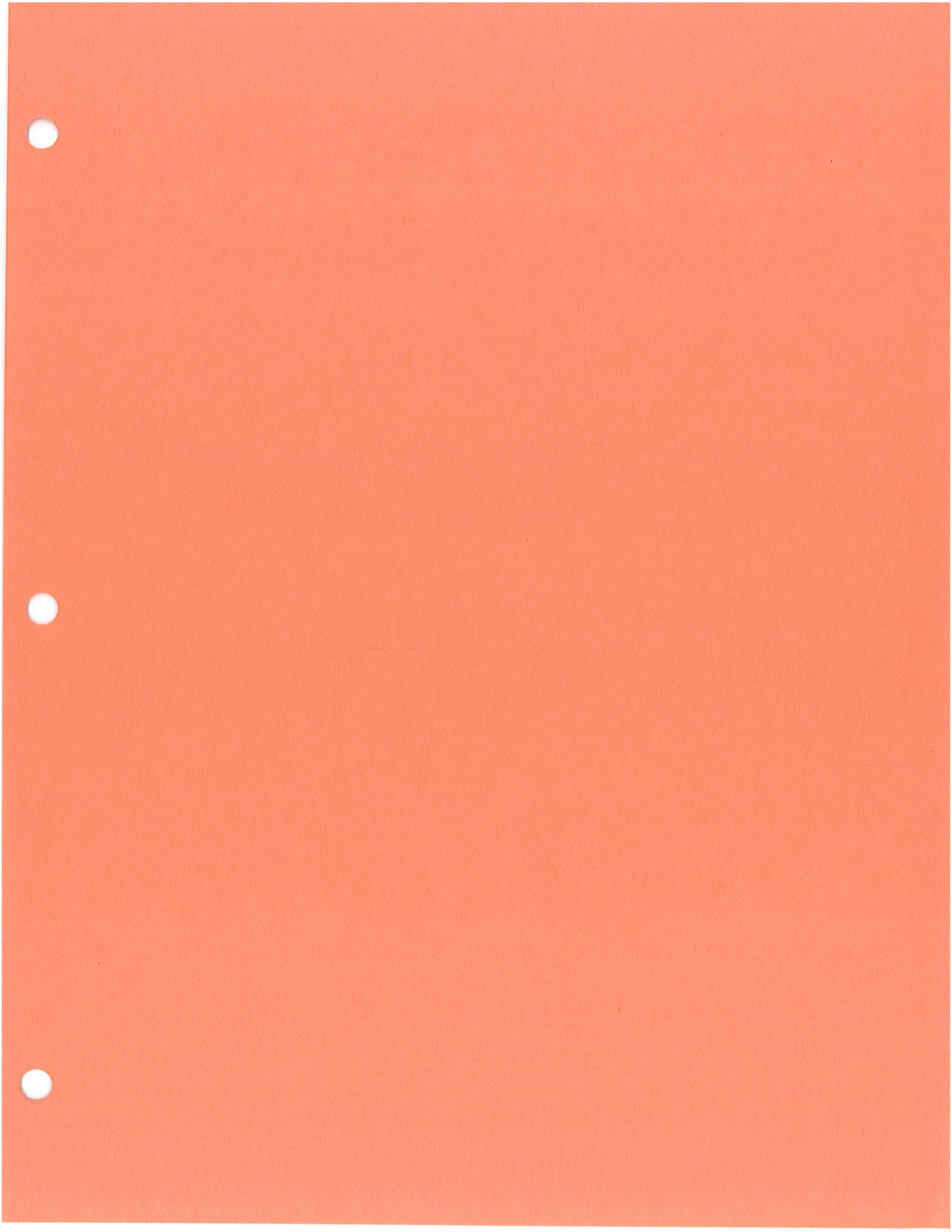


Chart: B Board of County Commissioners Fiscal Year: 20 Index: Query Specific Account: Include Revenue Accounts: Commit Type: Both

Organization: 7210 Regional Parks & Stadiums Fund: 190 Sports Complex Fund Program: 75201 Sports Complex Account: 534000 Other Contractual Services Account Type: Activity: Location: Start Over

ORGANIZATION BUDGET STATUS

Account	Type	Title	Adjusted Budget	YTD Activity	Commitments	Available Balance
534000	E	Other Contractual Services	257,578.00	204,440.19	62,844.13	-9,706.32
534110	E	Software Support Contracts	1,200.00	0.00	0.00	1,200.00
534300	E	Contract Labor	20,000.00	10,437.05	9,562.95	0.00
540000	E	Travel	250.00	0.00	0.00	250.00
541000	E	Communications	43,857.00	32,321.08	0.00	11,535.92
542000	E	Postage & Freight	18.00	0.00	0.00	18.00
543000	E	Utilities	311,286.00	201,200.08	0.00	110,085.92
543401	E	Landfill Charges	477.00	110.25	0.00	366.75
544100	E	Equipment Rental	9,227.00	4,930.65	459.83	3,836.52
545000	E	Insurance & Bonds-Specific Policies	107,678.00	0.00	0.00	107,678.00
546000	E	Equipment Maintenance	74,182.00	37,684.58	100.00	36,397.42
546050	E	Air Conditioner Maintenance	11,474.00	5,314.98	3,002.72	3,156.30
546070	E	Maintenance-Electrical Equipment	0.00	56.80	0.00	-56.80
546100	E	Building Maintenance	72,345.00	89,873.84	11,385.81	-28,914.65
546200	E	Maintenance Improvement Projects	0.00	0.00	2,200.00	-2,200.00
546300	E	Grounds Maintenance	156,908.00	176,546.91	24,102.18	-43,741.09
547005	E	Printing & Binding-Materials Center	0.00	93.00	0.00	-93.00
549160	E	Storm Water Assessment	42,093.00	44,844.04	0.00	-2,751.04
549305	E	Credit Card Fees	0.00	150.00	0.00	-150.00
549605	E	Rehab Expenditures	0.00	0.00	45.00	-45.00
Net Total			-1,467,368.00	-1,133,552.90	125,431.75	



St. Lucie County Board of County Commissioners

2300 Virginia Ave.
Ft. Pierce, FL 34982-5652
Telephone: (772) 462-1700
Fax: (772) 462-1704

PURCHASE ORDER

Vendor: 17307

Nature's Keeper Inc
302 S Brocksmitth Rd
Fort Pierce FL 34945

PO Number: P2020909 -1
(PO number must appear on all documents and packages)

Issue Date: 10/25/19

Delivery Date: 10/25/19

Please send invoices to:

St. Lucie County
Sports Complex-Mets Stadium
2300 Virginia Ave.
Ft. Pierce, FL 34982-5652

Ship these items to:

Parks & Recreation/Sports Complex
Sports Complex-Mets Stadium
527 N.W. Peacock Blvd.
Port St. Lucie FL 34986

Description

Requisition #: R2020944

First Data Field
Contract C16-11-638
Sod and installation
B-20-190-7210-534000-75201-LSSPCX

Handwritten notes: Balance forward \$2480.00, 11/26 Change order \$3000.00, 11/26 (11/13 Invoice 34614 \$4305.00, 5/13 (5/11 Invoice 35268 \$297.00

Table with 4 columns: Quantity, U/M, Unit Price, Extended Price. Row 1: 1.00, EA, 7,500.0000, 7,500.00

For additional information contact:

Pamela Medina
772-871-5476
medinap@stlucieco.org

TOTAL: \$7,500.00

Federal Employers Identification: 59-6000835
State Sales Tax Exemption: 85-8012622335C-9

Incomplete _____ Complete _____

Indicate items received and send this page to Finance as a payment request.

RECEIVING COPY



St. Lucie County Board of County Commissioners

2300 Virginia Ave.
Ft. Pierce, FL 34982-5652
Telephone: (772) 462-1700
Fax: (772) 462-1704

PURCHASE ORDER

Vendor: 38992

Damian's Lawn Maintenance Inc
772 SE Carnival Ave
Port St Lucie FL 34983

PO Number: P2020858 -2
(PO number must appear on all documents and packages)

Issue Date: 10/21/19

Delivery Date: 10/21/19

Please send invoices to:

St. Lucie County
Sports Complex-Mets Stadium
2300 Virginia Ave.
Ft. Pierce, FL 34982-5652

Ship these items to:

Parks & Recreation/Sports Complex
Sports Complex-Mets Stadium
527 N.W. Peacock Blvd.
Port St. Lucie FL 34986

Description

Requisition #: R2020800

First Data Field
Maintenance of Stadium Front
Mowing of grass, trim grass at building
lines, trees, lamp posts and front perimeter
posts.
XXXXX

-----READ CAREFULLY-----
By the acceptance of this purchase order, the
vendor specifically agrees to all of the terms
and conditions on the reverse side. The vendor
further agrees to indemnify the county for any
liability arising out of the service provided by
the vendor under this Purchase Order and to
maintain insurance in the amounts required
by the St. Lucie Risk Manager.

B-20-190-7210-534000-75201-LSSPCX

Balance forward \$699.00
Change order \$5625.00 \$6324.00
7/20 (6/28 invoice 2102 \$1875.00 \$4449.00
8/4 (7/28 invoice 2117 \$1875.00 \$2574.00

Table with 5 columns: Quantity, U/M, Unit Price, Extended Price. Row 1: 1.00, EA, 16,249.0000, 16,249.00

For additional information contact:

Pamela Medina
772-871-5476
medinap@stlucieco.org

TOTAL: \$16,249.00

Federal Employers Identification: 59-6000835
State Sales Tax Exemption: 85-8012622335C-9

Incomplete _____ Complete _____

Indicate items received and send this page to Finance as a payment request.

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St. Lucie County Board of County Commissioners

2300 Virginia Ave.
Ft. Pierce, FL 34982-5652
Telephone: (772) 462-1700
Fax: (772) 462-1704

PURCHASE ORDER

Vendor: 17752

Custom Welding
1865 SW Biltmore St
Port St Lucie FL 34984

Table with PO Number: P2021596, Issue Date: 01/30/20, Delivery Date: 01/31/20

Please send invoices to:

St. Lucie County
Sports Complex-Mets Stadium
2300 Virginia Ave.
Ft. Pierce, FL 34982-5652

Ship these items to:

Parks & Recreation/Sports Complex
Sports Complex-Mets Stadium
527 N.W. Peacock Blvd.
Port St. Lucie FL 34986

Description

Requisition #: R2021675

Clover Field
Contract C17-12-843
Fabricate and install (18) 12" wide transition
grates using 1/4" aluminum slick plate.
Length of material ranges from 83" to 130", bevel
sides to 20 degree bevel with 1/16" landing.
Sand top side to 36 grit. punch 5/16" x 1"
slotted holes 16" on center. Install using
1/4" flat head stud anchors counter sunk.
B-20-363-7210-563000-187628-LSSPCX

Handwritten note: 2/25 (2/19 invoice 46655 \$8500.00 - .00)

Table with columns: Quantity, U/M, Unit Price, Extended Price. Row 1: 1.00, EA, 8,500.0000, 8,500.00

For additional information contact:

Pamela Medina
772-871-5476
medinap@stlucieco.org

TOTAL: \$8,500.00

Federal Employers Identification: 59-6000835
State Sales Tax Exemption: 85-8012622335C-9

Incomplete _____ Complete

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St. Lucie County Board of County Commissioners

2300 Virginia Ave.
Ft. Pierce, FL 34982-5652
Telephone: (772) 462-1700
Fax: (772) 462-1704

PURCHASE ORDER

Vendor: 17752

Custom Welding
1865 SW Biltmore St
Port St Lucie FL 34984

Table with PO Number: P2021170, Issue Date: 11/18/19, Delivery Date: 11/18/19

Please send invoices to:

St. Lucie County
Sports Complex-Mets Stadium
2300 Virginia Ave.
Ft. Pierce, FL 34982-5652

Ship these items to:

Parks & Recreation/Sports Complex
Sports Complex-Mets Stadium
527 N.W. Peacock Blvd.
Port St. Lucie FL 34986

Description

Requisition #: R2021220

First Data Field
Stadium Seating
Remove (142) 3/8" anchor bolts by core
drilling then epoxy in (142) 3/8" anchor
bolts.
XXXXX

-----READ CAREFULLY-----
By the acceptance of this purchase order, the
vendor specifically agrees to all of the terms
and conditions on the reverse side. The vendor
further agrees to indemnify the county for any
liability arising out of the service provided by
the vendor under this Purchase Order and to
maintain insurance in the amounts required
by the St. Lucie Risk Manager.

B-20-190-7210-546100-75201-LSSPCX

12/10 (12/10 Invoice 40384 \$3925.40 - 00

Table with columns: Quantity, U/M, Unit Price, Extended Price. Row 1: 1.00, EA, 3,925.4000, 3,925.40

For additional information contact:

Pamela Medina
772-871-5476
medinap@stlucieco.org

TOTAL: \$3,925.40

Federal Employers Identification: 59-6000835
State Sales Tax Exemption: 85-8012622335C-9

Incomplete _____ Complete [checked]

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St. Lucie County Board of County Commissioners

2300 Virginia Ave.
Ft. Pierce, FL 34982-5652
Telephone: (772) 462-1700
Fax: (772) 462-1704

PURCHASE ORDER

Vendor: 17752

Custom Welding
1865 SW Biltmore St
Port St Lucie FL 34984

PO Number: P2021836 (PO number must appear on all documents and packages)
Issue Date: 03/09/20
Delivery Date: 03/09/20

Please send invoices to:

**St. Lucie County
Sports Complex-Mets Stadium
2300 Virginia Ave.
Ft. Pierce, FL 34982-5652**

Ship these items to:

**Parks & Recreation/Sports Complex
Sports Complex-Mets Stadium
527 N.W. Peacock Blvd.
Port St. Lucie FL 34986**

Description	Quantity	U/M	Unit Price	Extended Price
Requisition #: R2021926 Clover Park \$31.33 each stantion which includes installing new 1/4" stainless steel anchors as needed on concourse. - Total of 64 XXXXX -----READ CAREFULLY----- By the acceptance of this purchase order, the vendor specifically agrees to all of the terms and conditions on the reverse side. The vendor further agrees to indemnify the county for any liability arising out of the service provided by the vendor under this Purchase Order and to maintain insurance in the amounts required by the St. Lucie Risk Manager. B-20-190-7210-546100-75201-LSSPCX	1.00	EA	2,005.1200	2,005.12

For additional information contact:

Pamela Medina
772-871-5476
medinap@stlucieco.org

TOTAL: \$2,005.12

Federal Employers Identification: 59-6000835
State Sales Tax Exemption: 85-8012622335C-9

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St. Lucie County Board of County Commissioners

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Ft. Pierce, FL 34982-5652
Telephone: (772) 462-1700
Fax: (772) 462-1704

PURCHASE ORDER

Vendor: 17752

Custom Welding
1865 SW Biltmore St
Port St Lucie FL 34984

PO Number: P2021221

(PO number must appear on all documents and packages)

Issue Date: 11/22/19

Delivery Date: 11/22/19

Please send invoices to:

St. Lucie County
Sports Complex-Mets Stadium
2300 Virginia Ave.
Ft. Pierce, FL 34982-5652

Ship these items to:

Parks & Recreation/Sports Complex
Sports Complex-Mets Stadium
527 N.W. Peacock Blvd.
Port St. Lucie FL 34986

Description

Requisition #: R2021267

First Data Field
Minor League batting cages open area.
Approx. 2700 sq.ft. plus columns.
Pressure wash underside of ceilings, perlings
and columns.
Apply OSPHO to rusted areas to seal rust
Paint with rust-oleum gloss white. Included in
price scissor lift, plastic to cover floor, ospho
paint.
XXXXX

-----READ CAREFULLY-----

By the acceptance of this purchase order, the
vendor specifically agrees to all of the terms
and conditions on the reverse side. The vendor
further agrees to indemnify the county for any
liability arising out of the service provided by
the vendor under this Purchase Order and to
maintain insurance in the amounts required
by the St. Lucie Risk Manager.

B-20-190-7210-546100-75201-LSSPCX

12/30 (12/26 invoice 46412 \$6032.00 - 00

Table with 4 columns: Quantity, U/M, Unit Price, Extended Price. Row 1: 1.00, EA, 6,032.0000, 6,032.00

For additional information contact:

Pamela Medina
772-871-5476
medinap@stlucieco.org

TOTAL: \$6,032.00

Federal Employers Identification: 59-6000835
State Sales Tax Exemption: 85-8012622335C-9

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St. Lucie County Board of County Commissioners

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Ft. Pierce, FL 34982-5652
Telephone: (772) 462-1700
Fax: (772) 462-1704

PURCHASE ORDER

Vendor: 17752

Custom Welding
1865 SW Biltmore St
Port St Lucie FL 34984

Table with PO Number: P2021416, Issue Date: 12/31/19, Delivery Date: 12/31/19

Please send invoices to:
St. Lucie County
Sports Complex-Mets Stadium
2300 Virginia Ave.
Ft. Pierce, FL 34982-5652

Ship these items to:
Parks & Recreation/Sports Complex
Sports Complex-Mets Stadium
527 N.W. Peacock Blvd.
Port St. Lucie FL 34986

Main table with columns: Description, Quantity, U/M, Unit Price, Extended Price. Includes handwritten notes and terms of service.

For additional information contact:
Pamela Medina
772-871-5476
medinap@stlucieco.org

TOTAL: \$4,950.00

Federal Employers Identification: 59-6000835
State Sales Tax Exemption: 85-8012622335C-9

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2300 Virginia Ave.
Ft. Pierce, FL 34982-5652
Telephone: (772) 462-1700
Fax: (772) 462-1704

PURCHASE ORDER

Vendor: 17752

Custom Welding
1865 SW Biltmore St
Port St Lucie FL 34984

PO Number: P2020848

(PO number must appear on all documents and packages)

Issue Date: 10/21/19

Delivery Date: 10/21/19

Please send invoices to:

St. Lucie County
Sports Complex-Mets Stadium
2300 Virginia Ave.
Ft. Pierce, FL 34982-5652

Ship these items to:

Parks & Recreation/Sports Complex
Sports Complex-Mets Stadium
527 N.W. Peacock Blvd.
Port St. Lucie FL 34986

Description

Requisition #: R2020882

First Data Field

Main field maintenance gates and fix sections
(1) 5'-9" wide gate x 8' tall install new top pipe and cut gate down to 6' in height
(1) 10'-3" wide fixed section x 8' tall new top pipe and cut down to 6' in height.
(1) cut down gate mounting post to 6'3"
(2) remove existing gates with wheels
(1) Fabricate gate using 2-1/2" square tube 6' tall 14'6" wide no wheel and install to existing 8" post
(1) Fabricate fixed section 6' tall 14'-6" wide install to existing 8" post 1 end and 4" square tube other end concreted in ground.

Contract C17-12-843

B-20-190-7210-546300-75201-LSSPCX

Handwritten note: 12/10/19 Invoice 46260 \$4751.14 - 00

Table with 4 columns: Quantity, U/M, Unit Price, Extended Price. Row 1: 1.00, EA, 4,751.1400, 4,751.14

For additional information contact:

Pamela Medina
772-871-5476
medinap@stlucieco.org

TOTAL: \$4,751.14

Federal Employers Identification: 59-6000835
State Sales Tax Exemption: 85-8012622335C-9

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St. Lucie County Board of County Commissioners

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Ft. Pierce, FL 34982-5652
Telephone: (772) 462-1700
Fax: (772) 462-1704

PURCHASE ORDER

Vendor: 17752

Custom Welding
1865 SW Biltmore St
Port St Lucie FL 34984

Table with PO Number: P2021696, Issue Date: 02/18/20, Delivery Date: 02/18/20

Please send invoices to:
St. Lucie County
Sports Complex-Mets Stadium
2300 Virginia Ave.
Ft. Pierce, FL 34982-5652

Ship these items to:
Parks & Recreation/Sports Complex
Sports Complex-Mets Stadium
527 N.W. Peacock Blvd.
Port St. Lucie FL 34986

Main table with columns: Description, Quantity, U/M, Unit Price, Extended Price. Includes handwritten notes and terms of service.

For additional information contact:
Pamela Medina
772-871-5476
medinap@stlucieco.org

TOTAL: \$2,310.00

Federal Employers Identification: 59-6000835
State Sales Tax Exemption: 85-8012622335C-9

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**Board of County
Commissioners**

Cathy Townsend
DISTRICT 5
Chair

Chris Dzadoovsky
DISTRICT 1
Vice-Chair

Sean Mitchell
DISTRICT 2

Linda Bartz
DISTRICT 3

Frannie Hutchinson
DISTRICT 4

Administration

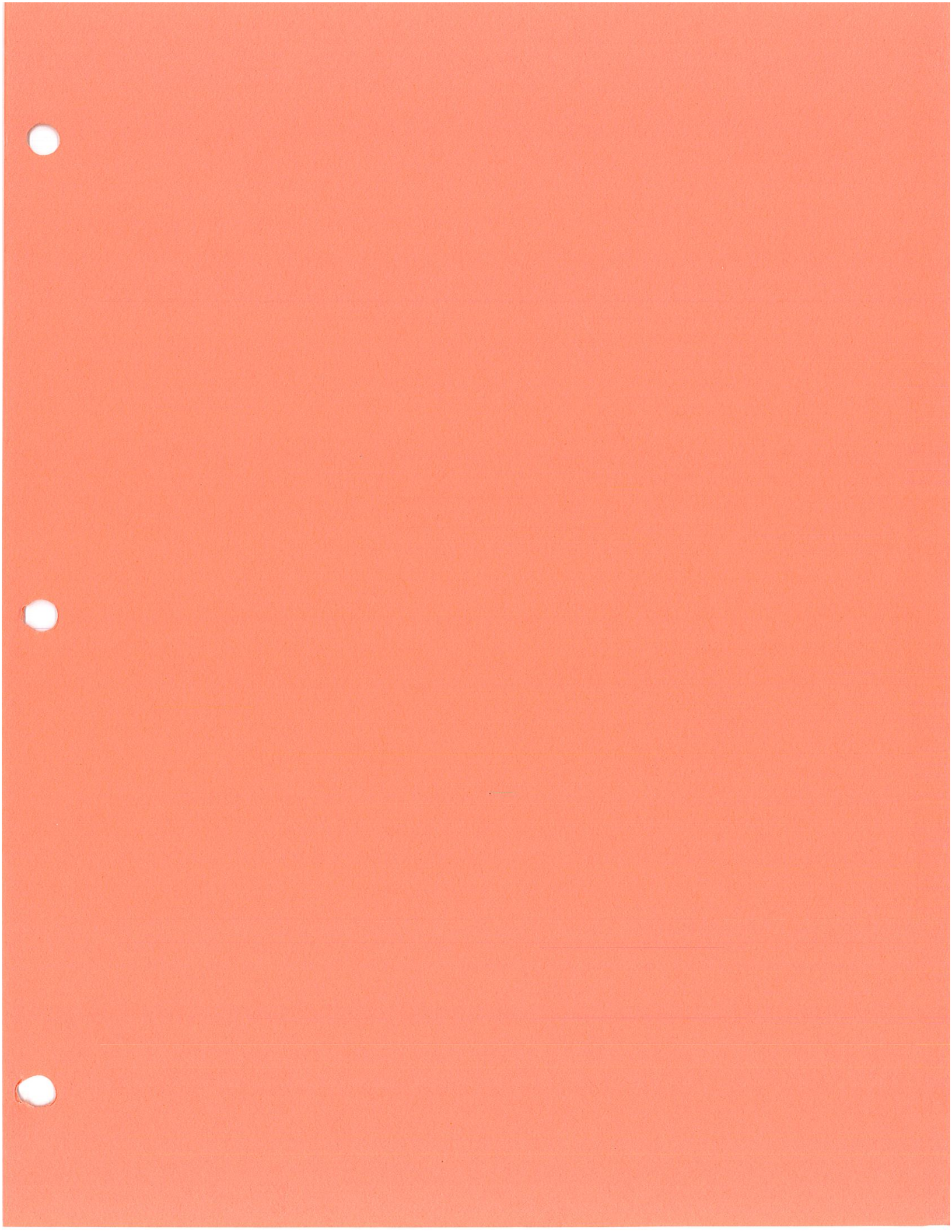
Howard Tipton
COUNTY
ADMINISTRATOR

Dan McIntyre
COUNTY ATTORNEY

August 4, 2020

Subject: Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

Item #7: A letter signed by the Chair of the Board of County Commissioners or designee certifying that all information and documentation contained in the annual report and submitted to DEO is true and correct.



**Board of County
Commissioners**

Cathy Townsend
DISTRICT 5
Chair

Chris Dzadovsky
DISTRICT 1
Vice-Chair

Sean Mitchell
DISTRICT 2

Linda Bartz
DISTRICT 3

Frannie Hutchinson
DISTRICT 4

Administration

Howard Tipton
COUNTY
ADMINISTRATOR

Dan McIntyre
COUNTY ATTORNEY

September 1, 2020

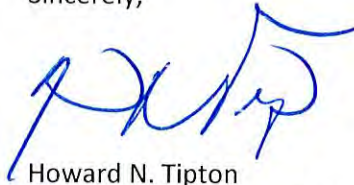
Ms. Ryan Fierst, Senior Management Analyst II
Florida Department of Economic Opportunity
Division of Strategic Business Development
107 E. Madison Street, MSC 80
The Caldwell Building
Tallahassee, FL 32399-0001

Dear Ms. Fierst,

I, Howard Tipton, do hereby certify that all the information and documentation contained in this annual report for 2019 is true and correct.

Should you have any questions or need any additional information, please contact Willie Redden, Regional Parks and Stadium Manager at 772-462-2159 or email reddenw@stlucieco.org.

Sincerely,



Howard N. Tipton
Designee for Chair Cathy Townsend

**Board of County
Commissioners**

August 4, 2020

Cathy Townsend
DISTRICT 5
Chair

Subject: Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

Chris Dzadovsky
DISTRICT 1
Vice-Chair

Item #8: Stakeholders Monthly Progress Report 2020 compiled by St. Lucie County project consultant Hoar Project Management (HPM). Ewing Cole, Architect and Barton Malow, Contractor

Sean Mitchell
DISTRICT 2

Linda Bartz
DISTRICT 3

Frannie Hutchinson
DISTRICT 4

Administration

Howard Tipton
COUNTY
ADMINISTRATOR

Dan McIntyre
COUNTY ATTORNEY

Stakeholders Quarterly Report – January - September 2020

St Lucie County South Sports Complex
NY Mets Spring Training Facility
Port St. Lucie, FL

Information updated as
of September 1, 2020



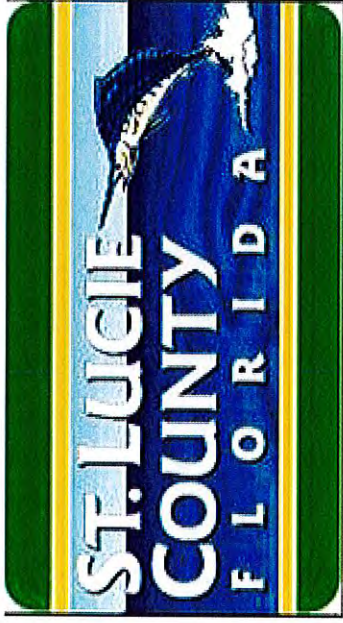


Table of Contents

- I. Project Summary
- II. Executive Overview
- III. Project Cost



I. Project Summary

2020

Project: St. Lucie County Sports Complex Renovation
Owner: NY Mets/St Lucie County
Owner's Representative: Hoar Program Management
Construction Start: March 1, 2019
Phase 1 Finish: Feb 21, 2020 (Building TCO)

Project Description:

- Sitework improvements including new parking fields, pedestrian pathways, fencing, landscaping, irrigation systems and utilities, as well as signage, wayfinding and graphics throughout the site
- Stadium amenity improvements including a new/expanded entry plaza, new team store and ticket office, concourse enhancements including new restrooms and concessions, widened vomitories, vertical transportation upgrades, new handrails and phased seat replacements in the stadium bowl
- Player amenity and business administration improvements within the stadium including near complete demolition and replacement of the existing MLB locker room facilities and support spaces, new multipurpose room, team business offices, operations offices, food service offices, County offices and meeting spaces, commissary and media facilities
- Total seats 7,100 and 176,285 square feet

Architect: Ewing Cole

Construction Manager: Barton Malow

Owner Representative: HPM

Project Cost: \$57,000,000



II. Executive Overview

2020



03/01/18 – 03/01/19	03/04/19 – 02/21/20 (MLB Ready)	02/21/20 – 10/04/20
100% Complete (CA Phase remains)	100% Complete	90%

Executive Summary:

Construction Progress:

- **Site:** miscellaneous sitework remains to be completed and includes hydro seeding, minor punchlist (drainage, flatwork, drainage etc.)
- **Stadium-** punchlist work remains and includes waterproofing, sealants, railing, traffic coating among other minor works
- **Field Level:** remaining work includes completing the window sills and jambs, punchlist work, electrical, painting and HVAC controls
- **Concourse Level:** painting, traffic coating and expansion joints, concrete work, plumbing, HVAC systems, lighting and open punch list work

***COVID19 – Barton Malow, the project general contractor, notified the NY Mets and St Lucie County on March 17 2020 that the project has been impacted by the global pandemic coronavirus.

Milestones:

Milestone Activity	Original Date	Actual/Planned Date
Building permit Issued	03/01/19	03/05/19
Spring Training Ready (MLB)	02/10/20	02/21/20
Spring Training First Game	02/22/20	02/22/20
Spring Training Last Game *	03/28/20	03/11/20
MLB Clubhouse Finishes Complete	02/10/20	07/04/20
Final Completion	06/03/20	10/04/20

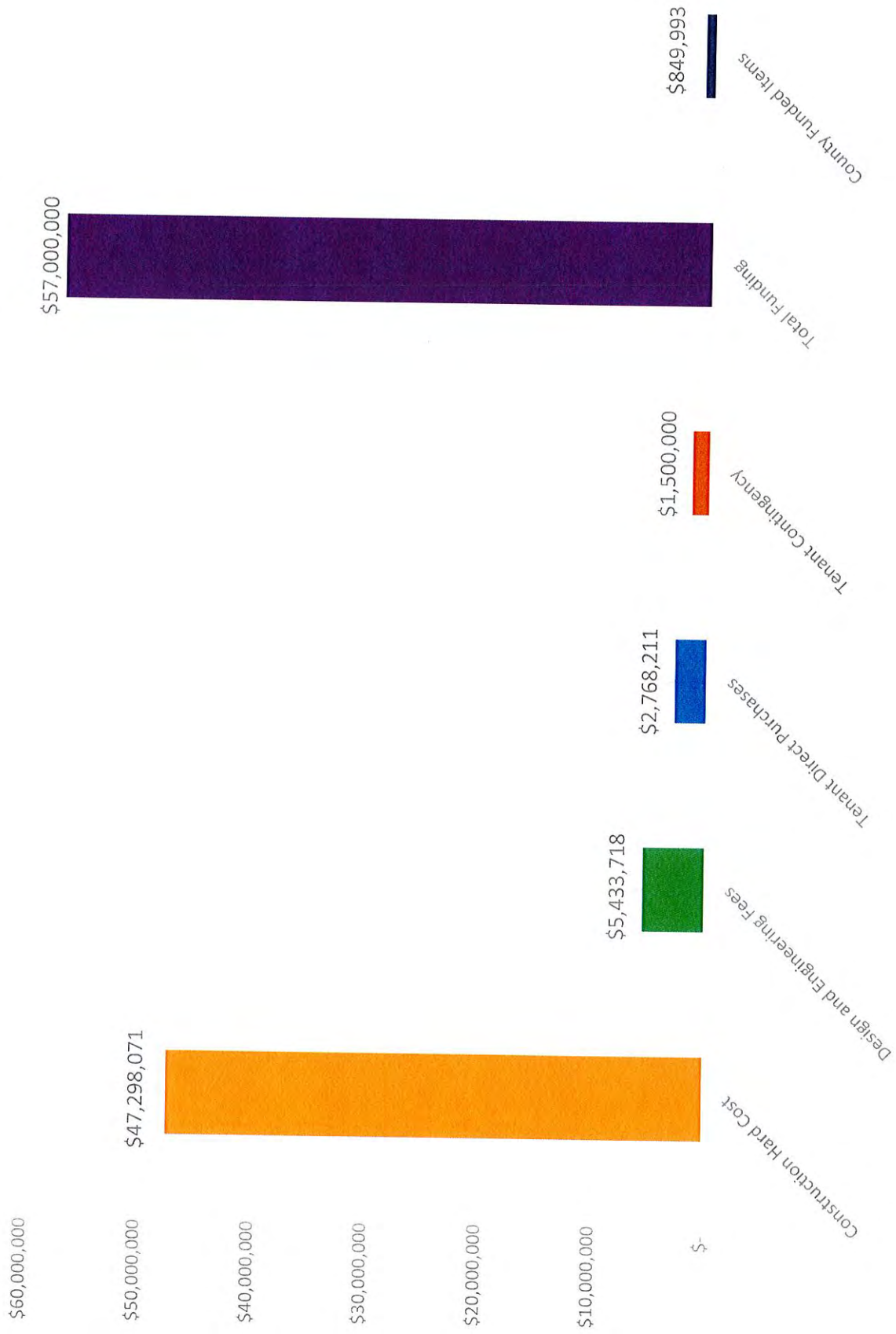
6 Spring Training games cancelled

Project Health:

Stream	Health	Comments
Safety		no information provided by the contractor
Quality		2,891 punch list items have been produced by SLC, the Architect and the Mets. As the contractor completes the list, HPM will review the completion of the punch list
Schedule		The completion of the punch list was to be completed on April 23, 2020
Cost		HPM is monitoring all costs to date (SLC items minor overrun)
Communication		Communication has reduced slightly due to COVID19 implementation practices, SFS and the contractor have had minor conflicts

III. Project Cost

2020



Board of County Commissioners

Cathy Townsend
DISTRICT 5
Chair

Chris Dzadovsky
DISTRICT 1
Vice-Chair

Sean Mitchell
DISTRICT 2

Linda Bartz
DISTRICT 3

Jerran Hutchinson
DISTRICT 4

Administration

Howard Tipton
COUNTY
ADMINISTRATOR

Dan McIntyre
COUNTY ATTORNEY

August 4, 2020

Subject: Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

Item #9: Evidence of the efforts to promote and advertise the Facility that have taken place since the last reporting period, in accordance with section 23 of contract SB17-007.

Due to the COVID-19 pandemic, the Mets' Spring Training games were cancelled at Clover Park in Port St. Lucie mid-season on March 12, 2020. Also, as of August 28, 2020 the originally scheduled 2020 New York Mets regular season home games at Citi Field from March 26 through September 20 were considered impacted due to COVID-19 and therefore, all activities and promotions for Visit St. Lucie were cancelled. This includes:

- Full page ad for Mets Yearbook & Mets Magazine 2020 issue
- Concourse Signage at Citi Field 2020
- Table Activations at Citi Field 2020
- Screen Shots / Proof of Performance for Ads on Citi Field Closed Circuit Television & Citi Vision
- Digital Highway Marquee at Citi Field

During Mets' 2020 Spring Training games that were played prior to the shutdown, Visit St. Lucie promoted and/or implemented the following activities and promotions in partnership with the NY Mets:

- Social Media ads and posts
- Radio Broadcast Live Drop-In Script
- Digital Banner Ad on StLucieMets.com
- Full Page Ad in Spring Training Magazine
- Spring Training Pocket Scheduled Ad
- Spring Training Pre-Game (:30) Video Commercial (screen shots)
- Spring Training Game Table Activations
- Rotating Sign Behind Home Plate at Clover Park

NOTE: Two items on the FUA list were not executed due to technical changes (iBeacon messaging) and the printing budget shortfall (Spring Training mailer).

Fort Pierce • Port St. Lucie • Hutchinson Island



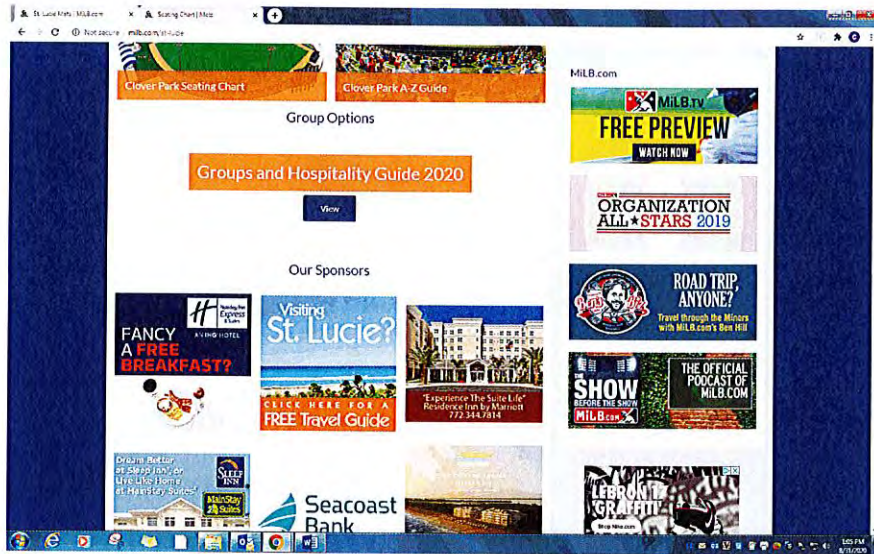
Due to the COVID-19 pandemic, the Mets' Spring Training games were cancelled at Clover Park in Port St. Lucie mid-season on March 12, 2020. Also, as of August 28, 2020 the originally scheduled 2020 New York Mets regular season home games at Citi Field from March 26 through September 20 were considered impacted due to COVID-19 and therefore, all activities and promotions for Visit St. Lucie were cancelled. This includes:

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- Spring Training Game Table Activations
- Rotating Sign Behind Home Plate at Clover Park

Social Media & Digital Banner Ads



Visit St. Lucie
March 6

Have you been to the newly renovated Mets Stadium- Clover Park?
Get your spring training tickets here <https://atmlb.com/32VDtdD>



Visit St. Lucie
December 13, 2019

The New York Mets Spring Training tickets go on sale tomorrow! After you grab your tickets, be sure to book your stay in St. Lucie <http://bit.ly/2ONYjGq>



visitstlucie




View Insights

Promote

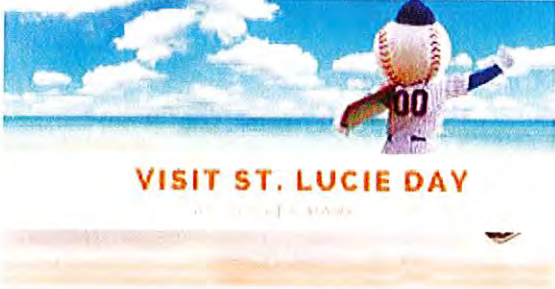


Liked by [beverly_reaume_photography_](#) and 72 others



visitstlucie Guess what season is starting soon?
#VisitStLucie #SpringTraining




Visit St. Lucie
⋮
 Sponsored

Come meet Mr. Met at Visit St. Lucie Day on March 16th! Enjoy the game, giveaways, door prizes, photo-ops & more!

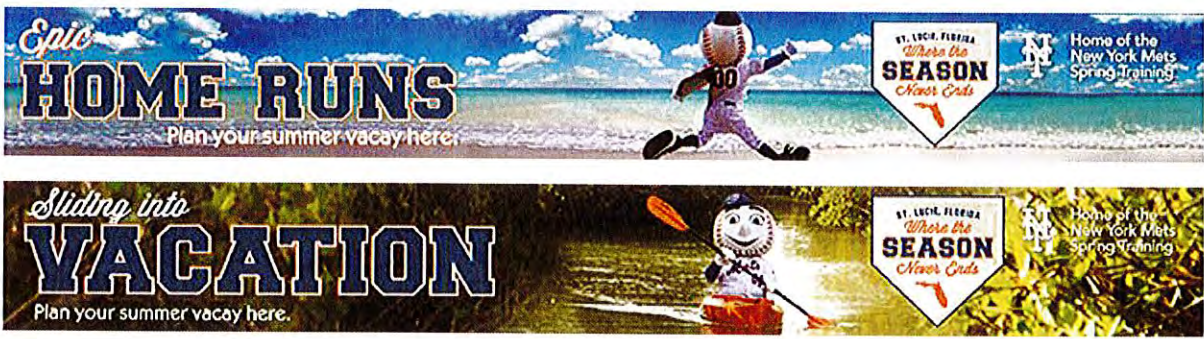


VISIT ST. LUCIE
Visit St. Lucie Day with Mr Met
 This event was canceled


 40
 5 Comments

 Like
  Comment

(This social media campaign above was cancelled due to COVID-19)

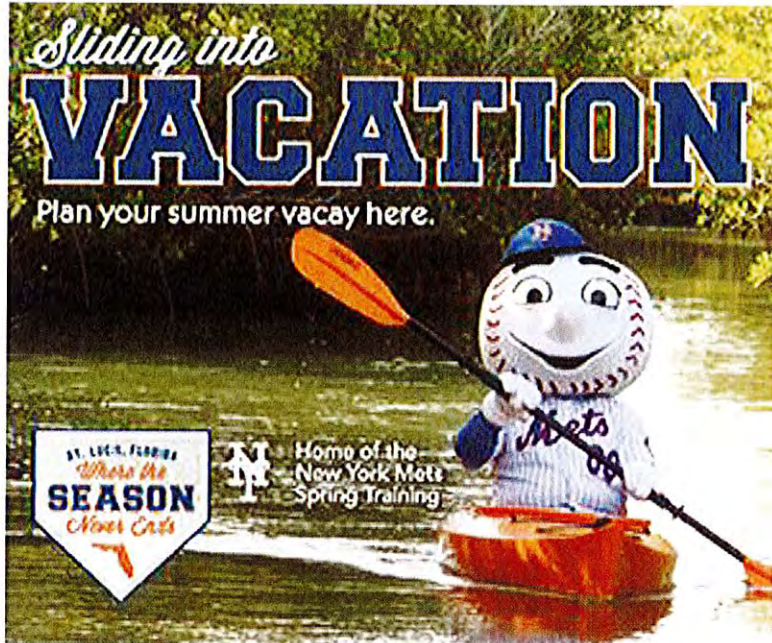


Epic
HOME RUNS
 Plan your summer vacay here.

Sliding into
VACATION
 Plan your summer vacay here.

ST. LUCIE, FLORIDA
Where the
SEASON
Never Ends

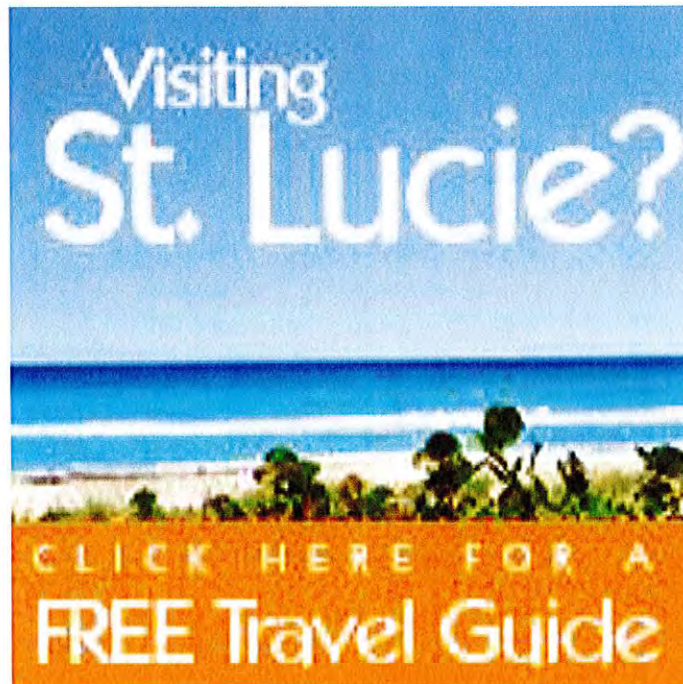
Home of the
 New York Mets
 Spring Training



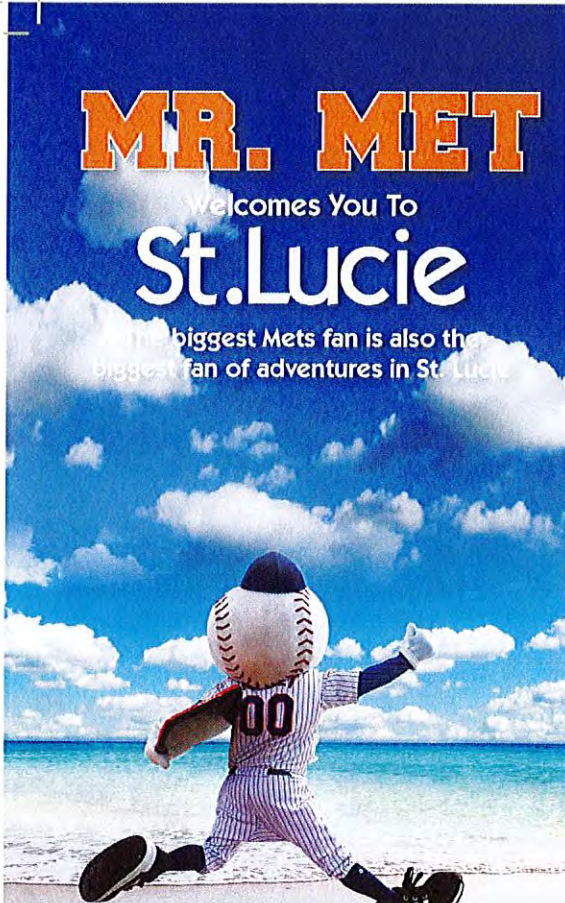
Radio Broadcast Live Drop-In Script

“MAKING YOUR SUMMER VACATION PLANS YET? HOW ABOUT A VACATION IN ST. LUCIE, HOME OF THE NEW YORK METS SPRING TRAINING? MORE THAN A SPRING TRAINING DESTINATION, ST. LUCIE HAS UNCROWDED BEACHES, TONS OF OUTDOOR & NATURE ACTIVITIES AND A SLOW-PACED, CASUAL LIFESTYLE PERFECT FOR GETTING AWAY FROM THE BIG CITY LIFE! CHECK OUT SPECIAL HOTEL DEALS JUST FOR METS FANS AND FIND ALL THE EXCITING THINGS YOU CAN DO IN FORT PIERCE, PORT ST. LUCIE AND HUTCHINSON ISLAND. *(SOUNDS OF WAVES)* AFTERALL, IT'S IS MR. MET'S FAVORITE PLACE, *TOO!*


Digital Banner Ad on StLucieMets.com




Full Page Ad in 2020 Spring Training Program



MR. MET
Welcomes You To
St. Lucie
The biggest Mets fan is also the
biggest fan of adventures in St. Lucie

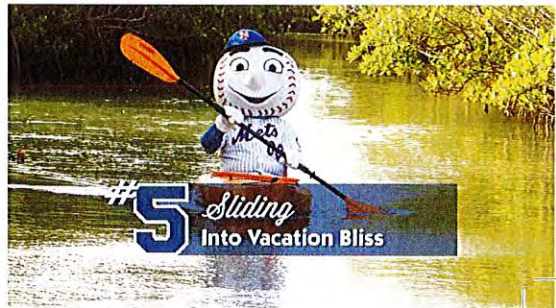
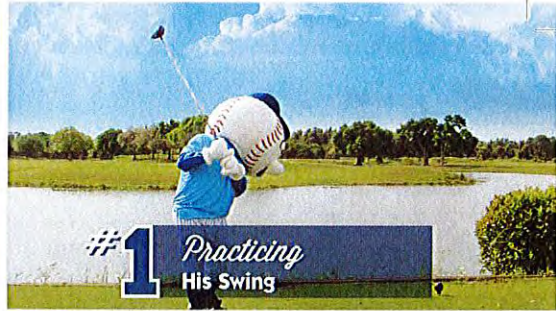


ST. LUCIE, FLORIDA
Where the
SEASON
Never Ends

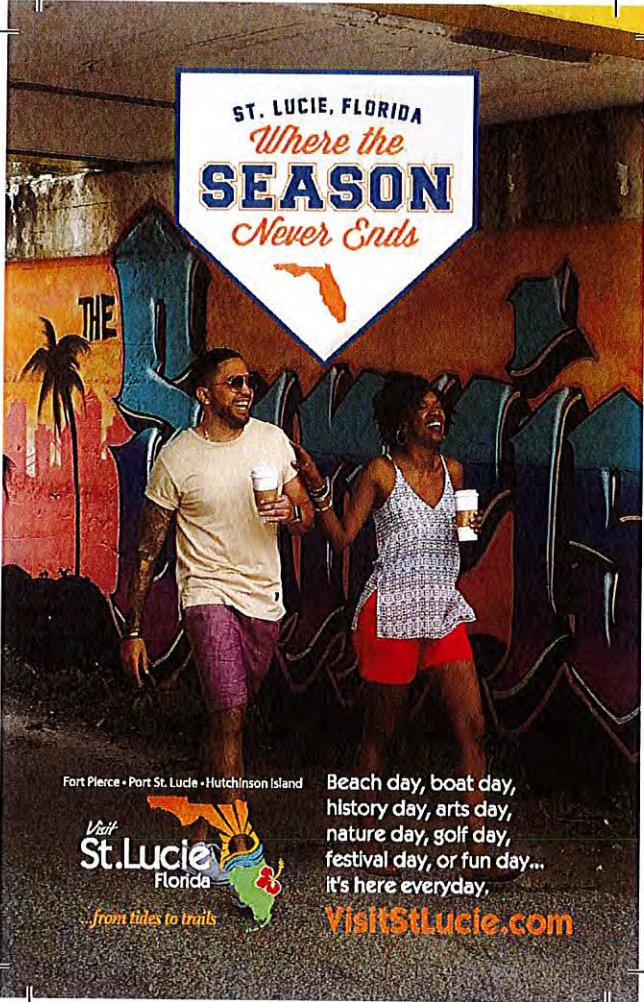
Visit  Home of the
New York Mets
Spring Training

Learn everything there is to do in Fort Pierce,
Port St. Lucie and Hutchinson Island.

VISITSTLUCIE.COM



2020 Spring Training Pocket Schedule Ad



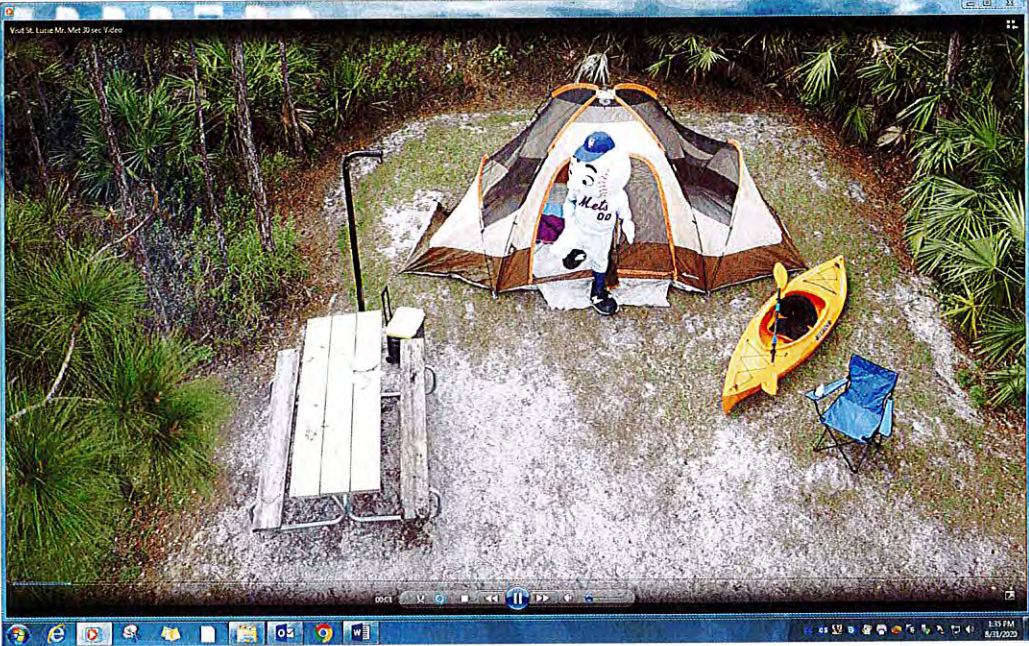
ST. LUCIE, FLORIDA
Where the
SEASON
Never Ends

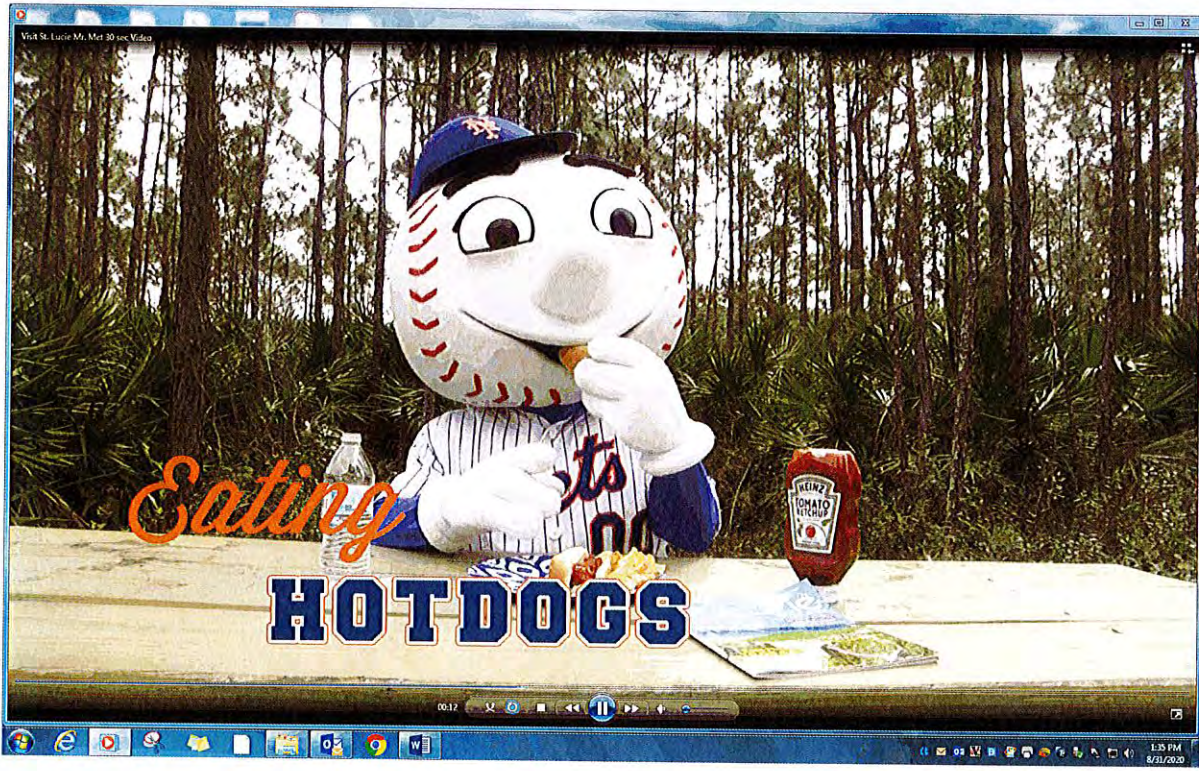
Fort Pierce • Port St. Lucie • Hutchinson Island

Visit
St. Lucie
Florida
...from tides to trails

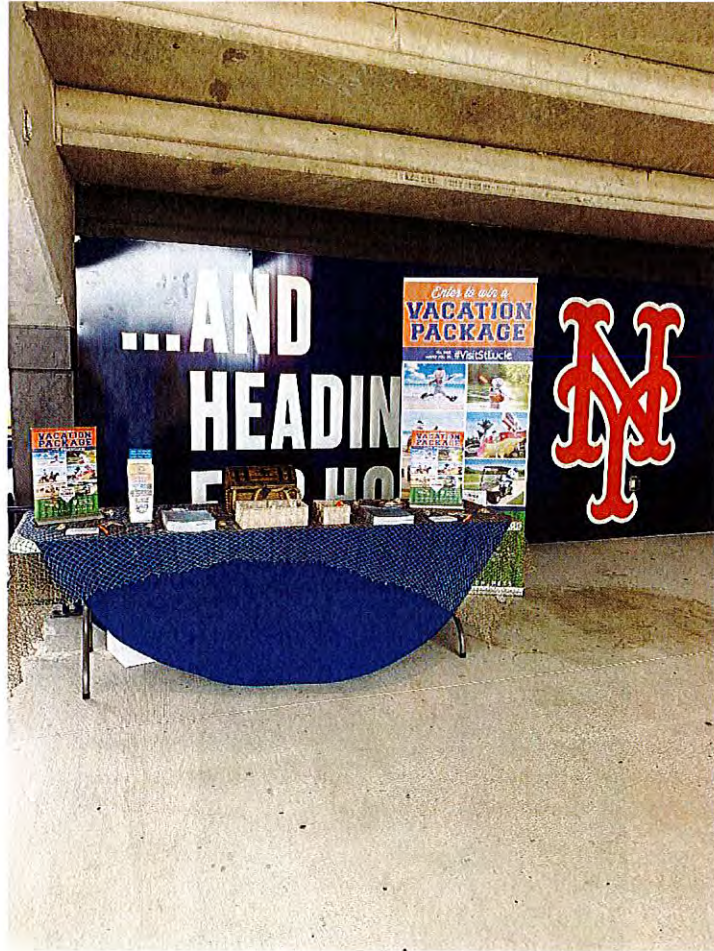
Beach day, boat day,
history day, arts day,
nature day, golf day,
festival day, or fun day...
It's here everyday,
VisitStLucie.com

2020 Spring Training Pre-Game (:30) Commercial (screen shots)





2020 Spring Training Game In-Stadium Table Activation



Rotating Sign Behind Home Plate at Clover Park



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**Tampa Sports Authority
(New York Yankees)**



2020

ANNUAL
REPORT



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SECTION 1

LOCAL, STATE AND TEAM FUNDS EXPENDED

Detailed Accounting

A detailed accounting of all local and state funds expended to date, as of the date of submission of the report, on the Project financed under section 288.11631, F.S. In addition to this detailed accounting, and during the Development Period only, TSA must submit a short summary of all local, state and private funds expended on the Project as of the date of submission of this report.

Project	Draw Date	NYY Expenditures	Original TSA Funded 13,109,121.59				Original County Funded 22,130,146.00												
			Allocated TSA Funds	TSA Balance	TSA Draw	TSA Draw Amount	Allocated County Funds	Allocated County Funds	County Balance	County Draw	County Draw Amount								
Marquee Replacement	6/16/2017	133,300.00	133,300.00	12,975,821.59	2017-1	133,300.00													
Landscape Renovations	7/12/2017	53,141.52	53,141.52	12,922,680.07	2017-2														
Parking Lot Renovations	7/12/2017	15,798.56	15,798.56	12,906,881.51	2017-2														
Main Field Replacement	7/12/2017	197,458.83	197,458.83	12,709,422.68	2017-2	266,398.91													
Warning Track	7/27/2017	84,742.37	84,742.37	12,624,680.31	2017-3														
Informational and Directional Signage	7/27/2017	6,875.92	6,875.92	12,617,804.39	2017-3														
Phone System Replacement	7/27/2017	249,875.09	249,875.09	12,367,929.30	2017-3														
Gas Piping/Hot Water	7/27/2017	265,844.49	265,844.49	12,102,084.81	2017-3														
Data System Cabling	7/27/2017	370,531.71	370,531.71	11,731,553.10	2017-3	977,869.58													
Entry Plaza	8/30/2017	4,623,321.85	4,623,321.85	7,108,231.25	2017-4														
Right Field Entry	8/30/2017	3,653,568.22	3,653,568.22	3,454,663.03	2017-4														
Concourse Improvement	3/30/2017 - 8/31/201	3,710,842.93	3,710,842.93	-	2017-4	11,731,553.10													
RF Bullpen Club	8/31/2017	4,923,872.19	4,923,872.19																
LF Bullpen Club	8/31/2017	4,355,078.95	4,355,078.95																
LF 360 Degree Development	8/31/2017	2,894,074.67	2,894,074.67																
CF 360 Degree Development	8/31/2017	2,522,582.15	2,522,582.15																
RF 360 Degree Development (inc. Deck)	3/31/2017 - 3/26/201	3,566,258.63	3,566,258.63																
Community Use Field Replacement	3/26/2018	49,110.33	49,110.33																
New Roofing	3/26/2018	397,078.42	397,078.42																
Pumps for Lift Station	3/26/2018	65,599.20	65,599.20																
Fire Pump Upgrades	3/26/2018	22,480.00	22,480.00																
Receiving Area Paving	3/26/2018	41,450.00	41,450.00																
Asphalt Paving at NE Parking Lot	3/26/2018	6,285.00	6,285.00																
Lighting NE Parking Lot	3/26/2018	6,457.41	6,457.41																
South Parking Lot Paving Replacement	3/26/2018	176,252.61	176,252.61																
Seating Replacement	3/26/2018	958,392.00	958,392.00																
Bridge Improvements (Zero Reimb.)	3/26/2018	123,774.50	123,774.50																
Concourse Restroom Improvements	3/26/2018	74,920.82	74,920.82																
Locker Replacement	3/26/2018	168,917.90	168,917.90																
Kitchen Equipment	3/26/2018	87,562.93	87,562.93																
Elevator Upgrades	3/26/2018	231,824.22	231,824.22																
HVAC Upgrades	3/26/2018	281,696.09	281,696.09																
Kitchen Renovations	3/26/2018	371,524.03	371,524.03																
Luxury Suite Upgrades	3/26/2018	261,879.79	261,879.79																
Clubhouse Renovations	3/26/2018	585,863.99	585,863.99																
GMS Total		35,538,037.32		13,109,121.59		13,109,121.59		17,994,146.00	4,136,000.00										22,130,146.00
Himes Project		5,506,356.63																	
Total with Himes		41,044,393.95																	
Equity- Per FRA (Architectural Design)		659,305.00																	
Equity- Bond Shortfall (Architectural Design)		526,128.41																	
Total Required NYY Equity		1,185,433.41																	
Previously Completed GMS/Himes Projects		6,245,041.00	(per FRA - Exhibit A)																
Total GMS, Himes and NYY Equity		48,474,868.36																	

The New York Yankees Spring Training Renovation Project has been completed, the New York Yankees Partnership ("Yankees") has evidenced expenditures of \$48,474,868.36. As prescribed in the Facility Renovation Agreement, the Tampa Sports Authority ("TSA") and Hillsborough County ("County") have reimbursed the Yankees \$35,239,267.59 (with the TSA reimbursing \$13,109,121.59 and the County reimbursing \$22,130,146.00).

SECTION 2

**GEORGE M. STEINBRENNER FIELD
LICENSE AGREEMENT &
NYY FACILITY RENOVATION
AGREEMENT**



CERTIFICATION OF AUTHENTICITY

The undersigned officer of the Tampa Sports Authority does hereby certify that the attached document is a true and authentic copy of the Amended and Restated George M. Steinbrenner Field License Agreement by and between the Tampa Sports Authority, Hillsborough County and the New York Yankees dated April 20, 2016 as maintained in the official records of the Tampa Sports Authority, an Independent Special District of the State of Florida.

Dated this 28th day of August, 2020, in Tampa, Florida.

A handwritten signature in blue ink, reading "Eric D. Hart", is written over a horizontal line.

Eric D. Hart, President/CEO
Tampa Sports Authority

**AMENDED AND RESTATED
GEORGE M. STEINBRENNER FIELD
LICENSE AGREEMENT**

April 20, 2016

BETWEEN:

THE TAMPA SPORTS AUTHORITY,
a public agency and
Independent Special District of
the State of Florida ("TSA")

AND

NEW YORK YANKEES PARTNERSHIP,
an Ohio Limited Partnership ("Partnership")

AND

HILLSBOROUGH COUNTY, FLORIDA,
a Political Subdivision of the State of Florida ("County")

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**AMENDED AND RESTATED
GEORGE M. STEINBRENNER FIELD
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (the "Agreement") is made this 20th day of April, 2016, effective as of the Effective Date (as defined in Article I below), by and between NEW YORK YANKEES PARTNERSHIP, an Ohio limited partnership, ("Partnership"), THE TAMPA SPORTS AUTHORITY, a public agency and Independent Special District of the State of Florida, ("TSA") and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida ("County"); the Partnership, the County and TSA being sometimes referred to as a "Party" or collectively as the "Parties":

RECITALS

1. The County owns the Premises (as defined in Article I below), with the exception of certain parking facilities, which are owned by Hillsborough Community College ("HCC"), and TSA operates and manages the Premises.
2. The Partnership is the sole owner of the major league professional baseball franchise known as the New York Yankees (the "Yankees").
3. The Partnership also owns, outright, certain minor league professional baseball franchises in the Florida State League and other leagues (the "Affiliates").

4. The Partnership, County and TSA are also parties to that certain License Agreement dated August 21, 1989, pertaining to the Partnership's use of the Himes Facility (as defined in Article I below).

5. The Parties entered into that certain License Agreement dated January 14, 1994 (the "1994 License Agreement"), which has been modified by six amendments in addition to numerous related agreements and which, among other things, established the rights and duties of the Parties relating to the Premises.

6. By virtue of this Agreement, Partnership has certain exclusive long term rights of use of the Premises as an essential component of Partnership's professional baseball Spring Training and professional player development operations in Tampa.

7. The County owns the Premises, TSA manages the Premises, Partnership has long term rights and duties relating to maintenance and repair of the Premises, and, as such, all have an interest in maintaining the appearance, value and useful life of the Premises.

8. Numerous provisions relating to the Himes Facility (which was referred to in the 1994 License Agreement as the Minor League Complex) were also included in the 1994 License Agreement, as amended.

9. The Parties now wish to extend the Term of their present relationship because of planned renovations to the Premises and the Himes Facility, as provided in that certain Facility Renovation Agreement among the Parties of even date herewith (the "Facility Renovation Agreement"), and therefore the

Parties have agreed to amend and restate the 1994 License Agreement in the manner set forth in this Agreement.

10. The Parties further wish to separate the terms and agreements relating to the Premises and the Himes Facility, and therefore on the date hereof the County, the TSA and the Partnership shall enter into that certain Amended and Restated License Agreement (the "Amended and Restated Himes Facility License Agreement") pertaining to the Partnership's continued use of the Himes Facility.

11. TSA represents and warrants to Partnership that all public hearings, licenses, permits, referenda, if any, resolutions, ordinances and notices and all approvals required under Florida law in order to effectuate this Agreement either have been or will be fully complied with by TSA.

12. TSA and the County believe that it is in the best interests of and serves the public health, safety and welfare of the citizens of Hillsborough County and a paramount public purpose for TSA and the County to enter into this Agreement with the Partnership, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration hereby acknowledged, the Parties agree to amend and restate the 1994 License Agreement in its entirety, as follows:

ARTICLE I **DEFINITIONS**

The following terms when used in this Agreement shall have the meanings ascribed to them herein, unless specifically provided otherwise:

A. Advertising Revenues. Advertising Revenues shall mean monies derived from the sale of advertisements and sponsorships on the Premises, including, without limitation, monies received from signage, naming rights, and corporate sponsorships, net of sales tax payable.

B. Affiliates. Affiliates shall mean Partnership owned minor league professional baseball franchises in the Florida State League and other leagues.

C. Bonds. Bonds shall mean those bonds, notes, or other evidences of indebtedness issued by the County and/or TSA to partially or wholly finance or refinance improvements, renovations and additions upon the Premises.

D. BOC. BOC shall mean 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. Championship Season. Championship Season shall mean the regular annual period of play of professional baseball games by the clubs of a professional baseball league, except as to the division series, the league championship series of Major League Baseball or the World Series, resulting in the determination of one of its members as the champion of that league or Major League Baseball.

F. Commissioner. Commissioner shall mean 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.

G. Community Use Field. Community Use Field shall mean that certain baseball facility containing approximately 1,000 seats on the Premises and used by the Partnership, Hillsborough Community College, and such others as are acceptable to the Partnership and TSA.

H. Concession Facilities. Concession Facilities shall mean the facilities used for the preparation and service of food, beverage, and souvenirs and for the sale of other similarly related goods and services on the Premises, including but not limited to the Stadium, the Community Use Field, and all the equipment and fixtures affixed or attached to any part of such Concession Facilities.

I. Effective Date. Effective Date shall mean the date this Agreement becomes effective, as provided in Section 24.19 below.

J. Executive Council. Executive Council shall mean the Executive Council of Major League Baseball that is governed by Article III of the Major League Constitution, and any successor body thereto.

K. Himes Facility. The Himes Facility shall mean that certain real property and improvements located on Himes Avenue, Tampa, Florida, which is the current site of the Partnership's professional baseball development and training facilities that support the Partnership's Spring Training activities.

L. Improvements. Improvements shall mean and include, but not be limited to, the Stadium, the Community Use Field, access to the Premises, including, but not limited to, paved areas, landscaping, driveways, curb cuts, median cuts, the Pedestrian Walk Over defined below, the training fields, the

clubhouses, dugouts and fixtures for the Stadium, including, but not limited to wall coverings, floors, floor coverings, scoreboards, permanent seating, all necessary roads, all sewer, water, communications and other utility lines and systems, berms, parking areas, permanent batting cages, press boxes, sky boxes, offices for the Partnership, concession areas, and public address system, whether now existing or added at any time during the Term hereof.

M. Joint Use and Maintenance Agreement. Joint Use and Maintenance Agreement shall mean the agreement between TSA, the Partnership, the County and Hillsborough Community College dated October 12, 1995, a copy of which, along with exhibits relevant to this Agreement, is attached hereto as Exhibit "B" and which is, by reference, incorporated herein.

N. Major League Baseball. Major League Baseball or "MLB" shall mean, depending on the context, any or all of (a) the BOC and 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 Baseball Clubs acting collectively.

O. Major League Clubs. Major League Clubs shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

P. Major League Constitution. Major League Constitution shall mean 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 League 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.

Q. Minor League Baseball. Minor League Baseball shall mean the professional baseball leagues which are members of the National Association of Professional Baseball Leagues, Inc. Each such league is known individually as a Minor League.

R. Minor League Club(s). Minor League Club(s) shall mean the professional baseball clubs which are members of the respective Minor Leagues.

S. MLB Approval. MLB Approval shall mean, 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) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such person(s)).

T. MLB Entity. MLB Entity shall mean each of the BOC, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, successors or assigns.

U. MLB Governing Documents. MLB Governing Documents shall mean 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 Clubs and the Major League Baseball Players Association, (c) the Professional Baseball

Agreement, (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 Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League 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 Clubs and the BOC (and the Operating Guidelines related thereto).

V. MLB Rules and Regulations. MLB Rules and Regulations shall mean (i) the MLB Governing Documents, (ii) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Clubs acting collectively, including, without limitation, agreements or arrangements (A) entered into pursuant to the MLB Governing Documents, (B) relating to any commerce and/or the exploitation of intellectual property rights in any medium, including the Internet or any other medium of interactive communication, and (C) regarding the telecast, broadcast, cablecast (including pay, basic, expanded basic, pay-per-view and video-on-demand), recording (audio or visual), or other transmission or retransmission (including, but not limited to, transmission via the Internet or any other medium of interactive communication, now known or hereafter developed) of Major League Baseball games, and (iii) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

W. Official Baseball Rules. Official Baseball Rules shall mean those certain playing rules of Major League Baseball, all as the same now exist or may be amended from time to time in the future.

X. Pedestrian Walk Over. The Pedestrian Walk Over is the pedestrian bridge that spans Dale Mabry Highway and connects the Premises to the Raymond James Stadium property, which is also referred to in this Agreement as Tampa Stadium.

Y. Premises. Premises shall mean George M. Steinbrenner Field and shall include all of the following:

- 1) The Land as described in Exhibit "A" attached hereto;
- 2) The Improvements; and
- 3) All rights, appurtenances, easements, etc., necessary to the use, operation, and maintenance of the Premises.

Z. Professional Baseball Agreement. Professional Baseball Agreement shall mean that certain Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Clubs, and the National Association of Professional Baseball Leagues, Inc., as the same now exists or may be amended from time to time.

AA. Spring Training. Spring Training shall mean the operations and activities of the Major League Clubs and the Minor League Clubs in training for the next Championship Season.

BB. Stadium. Stadium shall mean that certain baseball stadium containing approximately ten thousand (10,000) seats and located on the Premises. Stadium shall include all practice fields located on the Premises and all parking areas, grass

fields, structures, fixtures, equipment, additions, alterations, improvements, appurtenances and the like, whether now existing or added at any time during the Term hereof.

CC. Term. Term shall mean the Term as set forth in Article III below.

ARTICLE II **LICENSE TO USE THE PREMISES**

2.1 License. County hereby renews and extends its license to TSA and TSA hereby renews and extends its license to the Partnership governing the rights to and use of the Premises and the Partnership accepts the renewed and extended license from TSA, subject to the terms and conditions set forth herein.

2.2 Use of Premises. The Premises shall be used by Partnership for the following: as a professional Major League Baseball Spring Training facility, as a training complex for the Yankees and its Affiliates, for spring training baseball games, minor league baseball games, exhibition baseball games, post season baseball games, Partnership offices, baseball-related promotional events, other uses customarily associated with professional baseball, non-baseball athletic events and games, music concerts, festivals, shows, corporate meetings and events, community events and other forms of entertainment, whether sporting or non-sporting related. However, Partnership shall coordinate the Premises schedule and obtain the approval of TSA prior to scheduling any ticketed non-professional baseball use to be held within the Premises if the parking for such event may affect the TSA's ability to schedule the "Overflow Parking" area as identified in Article VII of the Joint Use and Maintenance Agreement. TSA's approval shall be granted unless the date selected by the Partnership for such event conflicts with an event

that was previously scheduled by TSA or HCC for such date in accordance with Article VII of the Joint Use and Maintenance Agreement.

2.3 Home Games. The Partnership agrees that so long as this Agreement remains in effect, the Yankees shall play in the Stadium all of their regularly scheduled home Major League Baseball Spring Training games, and all regularly scheduled home games of any Affiliates playing their home games in Hillsborough County, with the exception of the Yankees' Gulf Coast League, Instructional League and Extended Spring Training teams.

2.4 Use of Premises by Partnership.

2.4.1 The Partnership shall have exclusive control over the Premises for scheduling Yankees' and Affiliates' games, and shall assume the responsibility for all costs of events under its exclusive control. At the Partnership's request, TSA will cooperate with the Partnership in staffing such events at the Partnership's expense. Except as provided in the sentence that follows, the Premises, including but not limited to the Stadium and the Concession Facilities, shall not be used by TSA or anyone else other than the Yankees or the Affiliates without the prior written consent of the Partnership, which consent may not be unreasonably withheld as long as said use does not conflict with the Partnership's use of the Premises in accordance with this Article. However, the Partnership's sky boxes, clubhouse, Dugout Club, Pavilion, Partnership or Affiliate offices, and any other spaces not available to the general public, shall not be used by TSA or anyone else other than the Yankees' or the Affiliates without the prior written consent of the Partnership, which consent may be withheld by the Partnership in its sole discretion (notwithstanding Article XXI to the contrary); provided, however, that County retains certain rights relating to the Pavilion in accordance with the terms

of the Legends Field Renovation Improvements Purchase Repurchase Agreement dated as of October 18, 2006 as amended on July 1, 2011 (collectively, the "2006 Renovation Agreement"), and TSA is entitled to use the Pavilion in the same manner and extent as the County.

2.4.2 In consideration for Partnership's exclusive control, Partnership shall provide three (3) free rentals annually during the Term to TSA or County within the sky boxes, Dugout Club, or Pavilion, granting a credit of up to \$5,000 for each rental. Said rentals and credits shall include license fees, equipment charges, personnel charges, box office charges and other miscellaneous charges. Except as herein provided, terms of the usage for the aforementioned rentals shall be in accordance with the County's rights relating to the Pavilion in the 2006 Renovation Agreement.

2.5 TSA Use of Premises. The Partnership recognizes that TSA intends to attract major sports, entertainment and significant community events to the Tampa Bay area which may require use of the Premises and surrounding areas, including, but not limited to, Super Bowls, NCAA National Championship games and national or international convention events ("Community Events"). TSA shall obtain the Partnership's prior written consent for any use of the Premises by TSA. TSA and Partnership shall negotiate in good faith with respect to opportunities to jointly conduct events on the Premises, particularly with respect to use of the Premises in connection with a Community Event, and Partnership shall not schedule any event during non-Spring Training periods of time which conflicts with events designated by TSA as "Community Events".

2.6 Other Permitted Uses. TSA represents and warrants that, as of the date hereof, all uses of the Premises permitted under this Agreement currently

comply with restrictions, laws, regulations, ordinances or agreements to which TSA is a party, or which govern the Premises, including, but not limited to, restrictive covenants, development orders, zoning ordinances, land use plans, leases and other such matters affecting the Premises.

ARTICLE III **TERM**

The Term of this Agreement is hereby extended for a period of approximately thirty (30) years commencing on the Effective Date of this Agreement and terminating on December 31, 2046 (the "Termination Date"). This Agreement and the license herein granted are irrevocable except as specifically provided in this Agreement.

ARTICLE IV **PAYMENTS TO TSA OR COUNTY**

4.1 Calculation of Payments. In consideration for the grant of the license to Partnership by TSA to use the Premises, and continuing thereafter during the Term, Partnership shall pay or cause to be paid to TSA or the County, as directed by TSA, the amounts set forth in Exhibit "C" hereto.

Except as otherwise specifically provided herein, or in the Joint Use and Maintenance Agreement, all proceeds and sales of any type whatsoever (including, but not limited to ticket sales, media sales, scoreboard sales, advertising sales, and sky box rentals) for the Stadium and every other form of revenue related to or derived from Partnership uses or events at the Premises, including but not limited to concession sales, souvenir sales, broadcast rights, Advertising Revenues, and parking fees, shall be and remain the sole and express property of the Partnership.

4.2 Timing of Payments. Payments under Article 4.1 shall be due in equal installments on May 30th and August 30th of each year of the Term.

ARTICLE V MAINTENANCE

5.1 Partnership's Maintenance Responsibilities. The Partnership shall, during the Term, perform general operational maintenance on the Premises in a manner consistent with the standards and conditions prevailing at similarly situated Major League Baseball facilities then existing in the State of Florida. Such maintenance shall include but not be limited to the preparation and maintenance of the surface of and the marking of lines on the playing fields; seeding, mowing, watering, and raking the grassy areas of the playing fields and vicinity; maintenance and painting of structures including outfield fences and batters' background; cleaning and maintaining public rest room facilities, clubhouses, and offices at the Stadium; collecting and disposing of trash; cleaning and painting all spectator areas at its own expense; maintaining parking areas; cleaning and maintaining (or causing to be cleaned and maintained) all Concession Facilities; maintaining the landscaping; and maintaining the public address system. The Partnership shall also be responsible for all capital improvements and capital repairs (including maintenance to structural components and marquees) to the Premises, excluding the Pedestrian Walk Over, responsibility for which is provided at Article 5.2 hereof.

5.2 TSA's Maintenance Responsibilities. TSA shall have sole responsibility for maintaining the Pedestrian Walk Over, provided that the Partnership shall reimburse TSA for fifty percent (50%) of the cost of such maintenance. TSA shall also have sole responsibility for the maintenance of the entire Premises in connection with any game and/or event sponsored by TSA.

5.3 Cooperation. The Partnership and TSA shall consult with each other regularly and shall cooperate fully with each other concerning their respective maintenance obligations. TSA and the Partnership shall share equally the maintenance of the Premises used for jointly sponsored events.

5.4 Capital Improvements. Except as provided in this Article and as provided in Article 5.2 above, the Partnership shall be solely responsible for the cost of any capital improvements to the Premises. TSA shall be solely responsible for capital improvements to the Pedestrian Walk Over, provided that the Partnership shall reimburse TSA for fifty percent (50%) of the cost of such capital improvements. Notwithstanding the preceding sentence, TSA shall be solely responsible for the cost of all modifications to the Pedestrian Walk Over, including but not limited to its access ramps, stairs and walkways, which in the reasonable judgment of TSA are necessary or appropriate as a result of the reconfiguration, relocation, construction or reconstruction of the surface level or multi-level parking areas at the facility currently known as Raymond James Stadium and/or the exercise by TSA or the Tampa Bay Buccaneers or their successors or assigns of any development rights as set forth in the Buccaneer Documents. Any such modifications shall be subject to the written approval of the Partnership, and all other capital improvements, whether the responsibility of the Partnership or TSA, must be agreeable to TSA and the Partnership prior to the commencement of the same. All approved capital improvements shall be of comparable quality to the improvements being improved or replaced. It is expressly understood by the parties that the Partnership's capital improvements shall not include any responsibility to correct or repair any part of the original construction constituting punch list work, warranty work or latent defects.

ARTICLE VI
SECURITY AND UTILITIES

6.1 Security. The Partnership shall be responsible for security on the entire Premises, provided that TSA shall be responsible for providing at its expense security inside and outside the Stadium for games and/or events at the Premises sponsored by TSA.

6.2 Utilities. The Partnership shall be responsible for payment of all utilities serving the Premises, provided that TSA shall be responsible for the payment of its proportionate share of utilities for games and/or events at the Premises sponsored by TSA.

ARTICLE VII
CONCESSION/NOVELTIES

7.1 Concessions. Unless mutually agreed otherwise, the Partnership shall have full control of, and rights to, any and all concession sales on the Premises, regardless of whether the event is sponsored or operated individually or jointly by the Partnership, TSA, and/or a third party. However, there shall be no concessions sales anywhere on the Premises, other than by virtue of a restaurant operated in the Stadium by or through the Partnership, or through private event catering, during events held at the facility currently known as Raymond James Stadium unless an event is also being held on the Premises, in which case the Partnership shall have full concession rights. The Partnership's concession rights shall not extend to the off-Premises concessions and concession sales on property owned or controlled by TSA before, during, and after any event held on the Premises. The Partnership's concession rights shall include, but shall not be limited to, vendor and concessionaire selection, food, beverage and merchandise selection, terms of sale,

quality of service, and all other aspects of operating the concession sales. All proceeds from the concession sales shall belong to the Partnership. The Partnership shall be responsible for all expenses (including trash handling and removal) associated with the concession sales. TSA agrees not to operate its concession facilities off the Premises during events held on the Premises, unless there is an event being held by TSA simultaneously off the Premises.

7.2 Novelties. The Parties acknowledge and agree that event-related novelties (such as, without limitation, T-shirts and hats) are not concession items. All proceeds from the sale of the Partnership's, the Yankees', the Affiliates, or any other novelties shall at all times belong to the Partnership, regardless of who sponsors the event giving rise to the sale. The Partnership may sell Partnership's, Yankees' or Affiliates' novelties on the Premises, but not on the Himes Facility during events held at Tampa Stadium or its parking areas.

7.3 Alcoholic Beverage Zoning and Alcoholic Beverage Licensing. The Parties acknowledge that certain of the Premises, such as the Concession Facilities, may engage in the sale of alcoholic beverages. The Parties further acknowledge that the ability to sell alcoholic beverages at the Premises is an activity typically conducted in professional baseball facilities. Therefore, TSA and the County agree that the Partnership shall be allowed to apply for alcoholic beverage zoning so that alcoholic beverages may be sold from the Concession Facilities for consumption on the Premises only, during such hours of operation as the Partnership may choose from time to time, subject to the Scheduling and Parking Agreement. The Partnership's opportunities in this regard constitute a material part of this Agreement, therefore TSA and the County agree that they shall take no action or file any documents with any public official or governmental agency which would serve to prohibit or limit the right of the Partnership to obtain alcoholic beverage

zoning and alcoholic beverage licenses from the appropriate governmental authorities, provided Partnership complies with all applicable laws, ordinances, rules and regulations. In addition, TSA and the County agree to promptly execute any applications or consents thereto that may be reasonably requested by the Partnership for the purpose of obtaining alcoholic beverage zoning so that alcoholic beverages may be sold at the Premises. TSA and the County shall have the right and option to attend any and all public hearings for alcoholic beverage zoning and the Partnership shall give TSA and the County reasonable and adequate prior notice of all public hearings and copies of all applications for alcoholic beverage zoning. The timing with respect to the applications for such alcoholic beverage zoning shall be determined by the Partnership, in its sole discretion, after consultation with TSA and County. In addition, the Partnership shall have the sole right to determine whether to extend application periods or to continue any such hearings to a subsequent date. To the extent required by any appropriate governmental agency, TSA and the County agree to execute any appointments of agents of record to appear at any such public hearings which agents of record shall be reasonably approved by the Partnership. All application fees for alcoholic beverage zoning and alcoholic beverage licensing, and all expenses in connection therewith, shall be the sole expense of the Partnership. Unless required by law and after consultation with Partnership, TSA and the County shall not consent to or accept any conditions in alcoholic beverage zoning approvals that materially and adversely affect the Partnership's proposed use of the Premises and sale of alcoholic beverages. TSA and the County shall cooperate with the Partnership with respect to all such applications and shall take no action inconsistent with the applications made by the Partnership as long as said applications conform with the uses described in this Agreement and provided that Partnership has in full force and effect the Liquor Liability Insurance policy as required by Article 14.6 below.

It is expressly understood and agreed by Partnership that Partnership shall be solely responsible for the securing of all necessary zoning, special use and other approvals required for the sale and/or consumption of alcoholic beverages at the Premises.

7.4 Brochures, Schedules, Newsletters, and Promotional Material. The Partnership shall have the exclusive right to publish and sell or give away brochures, schedules, newsletters, programs, yearbooks, and any other promotional materials and any other publications or written material relating to the Premises and games, events, and activities therein, except as otherwise provided in the Joint Use and Maintenance Agreement, and further except with respect to any events jointly sponsored by the Partnership and TSA, in which case the Partnership and TSA shall share such right equally.

ARTICLE VIII **ADVERTISING AND BROADCASTING RIGHTS**

8.1 Advertising. The Partnership shall have the exclusive right to sell or otherwise commercially exploit all advertising and sponsorship opportunities and shall be paid all Advertising Revenues generated within the Premises, including, without limitation, all Advertising Revenues from the informational signs and marquees to be placed by the Partnership anywhere within the Premises, including without limitation inside or on the outside walls of the Stadium and Community Use Field. Such rights shall include the Partnership's right to name the Stadium and/or to sell or lease the Stadium name and/or signature and to receive any and all revenues and other proceeds therefrom. Notwithstanding the foregoing, TSA retains the right to place billboards or the functional equivalent on the Premises between the Stadium and both Dale Mabry Highway and Dr. Martin Luther King Boulevard and between the Community Use Field and Dale Mabry Highway, to

place advertisements or promotions thereon and to receive and retain all advertising revenue therefrom. However, the placement of such advertising by TSA shall not unreasonably interfere with the advertising, signage and/or marquee rights of the Partnership.

8.2 Television and Broadcasting Rights. The Partnership shall have the exclusive right to contract or arrange for broadcasting and/or publication of baseball games and other events held on the Premises, including but not limited to broadcast, reproduction, transmittal or dissemination by means of radio, television (whether by over-the-air telecasts or through the medium now commonly referred to as "pay television", "CATV", or "closed circuit television"), internet, or similar device or arrangement. TSA shall receive no revenues from the Partnership's broadcast or televising of any events sponsored by the Partnership on the Premises, nor shall TSA participate, in any manner, in determining when or whether said events shall be televised or broadcast. All revenues from television or broadcasting shall be the exclusive property of the Partnership.

8.3 MLB Rights. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities.

ARTICLE IX **PARKING**

9.1 Joint Use and Maintenance Agreement. In 1995, HCC purchased approximately 5.5 acres of the Land initially included in the Premises to be utilized for parking for itself, the Partnership, and TSA. Those three parties and the County subsequently entered into the Joint Use and Maintenance Agreement. The

provisions of the Joint Use and Maintenance Agreement, in combination with this Article IX, shall govern the Partnership and TSA with respect to the matters contained therein.

9.2 Parking Rights and Obligations. The Partnership shall have sole control of the parking of motor vehicles at all the parking areas located on or within the Premises and, with prior notice to TSA, any off-Premises additional parking areas owned or controlled by TSA and determined necessary by the Partnership, in its discretion, for its use for Spring Training games. The Partnership may also utilize the off-Premises parking areas owned or controlled by TSA for use during Minor League games and other events sponsored by the Partnership on the Premises, with TSA's prior consent. The Partnership's control of parking shall include the Partnership's sole discretion whether to charge a fee for parking as well as the amount of said fee, if any. Except as provided in this paragraph, the Partnership shall own and derive all revenue, if any, from the operation of such parking facilities, as well as be responsible for associated costs and obligations thereof (such as security, maintenance and clean-up), and the Partnership shall provide and hire all parking attendants in the number deemed appropriate by the Partnership. TSA and Partnership shall share equally the parking revenues and shall bear equally the obligations (such as security, attendants, maintenance and clean-up) and costs associated with parking for events jointly sponsored by TSA and Partnership at the Premises, and TSA alone shall receive the parking revenues and shall bear the obligations and costs associated with parking for games and/or events solely sponsored by TSA, either at the Premises or on other property owned or controlled by TSA.

ARTICLE X
TAXES

10.1 Sales and Personal Property Taxes. The Partnership agrees to pay, before delinquency, any and all lawful taxes of whatever kind or nature levied or assessed and which become payable during the Term upon Partnership's equipment, furniture, fixtures, and other personal and intangible property located in the Premises, and shall also pay any and all sales, use, excise, or similar taxes which arise from or relate to the payments required hereunder. Notwithstanding the foregoing, TSA shall cooperate with the Partnership by taking all reasonable action requested by the Partnership to reduce taxes so long as such activities do not shift the tax responsibility to TSA or otherwise subject TSA to any adverse consequences. Partnership shall indemnify, defend and hold harmless TSA for all costs, claims and expenses arising from or relating to any such action taken in response to a request by Partnership. All applicable taxes shall be paid as required by law.

10.2 Real Estate Taxes. It is the intent of the Parties that TSA, the County, the Premises, and the uses granted hereunder of the Premises are immune from real estate ad valorem taxation, and that there shall be no real estate tax imposed upon any party with respect to the Partnership's use of the Premises or rights in this Agreement. However, to the extent that the Premises, the Partnership's right to use the same or the Partnership's rights to this Agreement are not immune from taxation, the Partnership agrees to pay the lawful taxes, assessments, or charges which at any time may be levied by any federal, state, county, city or any tax or assessment levying body against the Partnership upon the Premises or any interest in this Agreement or any possessory right which the Partnership may have in or to the Premises or the Improvements by reason of the Partnership's use or occupancy

thereof. Notwithstanding the foregoing provisions, the Partnership shall, after notifying TSA and the County of its intention to do so, have the right, in its own name or behalf, or in the name and behalf of TSA, to contest in good faith by all appropriate proceedings, the amount, applicability, or validity of any such tax or assessment. In connection with such contest, the Partnership may refrain from paying any tax or assessment so long as such contest will not, in the opinion of TSA's and the County's attorneys, which opinions shall be in writing and addressed to the Partnership, subject any part of the Premises to forfeiture or loss, in which event such taxes, assessments or charges will be paid promptly.

Upon reasonable request of the Partnership, TSA and the County shall assist the Partnership in contesting the legality, validity, and/or amount of such tax or assessment, provided that TSA's and County's assistance shall not extend to those facilities that are not used for the uses as set forth in Article 2.2 above. Moreover, TSA and the County shall take any and all action necessary to cause the Premises and/or the Partnership's rights to use the same and in this Agreement to not be subject to ad valorem taxation, with such actions to include, but not be limited to, maintaining title in the Premises to the County. As the sole remedy available to Partnership, TSA agrees to pay or to reimburse the Partnership with respect to ad valorem taxation in the event TSA or the County fail to take action as set forth in this paragraph. Otherwise, if due to reasons other than failure of the County or TSA to fulfill their obligations under the preceding sentences of this Article 10.2 (eg., change in the law), should the Partnership ultimately be held to be responsible for ad valorem taxes for the Premises, its use of the same, or because of this Agreement, then TSA shall reimburse the Partnership for the lesser of fifty percent (50%) of the Partnership's maintenance cost on the Premises or fifty percent (50%) of the ad valorem taxes and applicable interest and penalties, if any, payable by the

Partnership and the same percentage of costs associated with contesting any tax assessment described in this Article 10.2 for the uses as set forth in Article 2.2 above. Notwithstanding the foregoing provisions of this Article 10.2, neither TSA nor County shall be obligated to take any position or action which it, in good faith, believes not to be supported by the law.

10.3 Restaurant Taxes. The Partnership agrees to pay, in full, any and all taxes of whatever kind which results from the use and/or operation of any restaurant(s) to be located on or within the Premises.

ARTICLE XI **PERSONAL PROPERTY**

All non-fixtures (that is, for example, batting cages, pitching machines, office furniture) placed or moved upon the Premises by the Partnership or the Affiliates and owned by the Partnership or the Affiliates prior to such placement or movement shall continue to be owned and used by the Partnership or the Affiliates at their risk; provided that TSA shall be liable for any damage or injuries caused to or by such non-fixtures as a result of the negligent handling or use of such non-fixtures by TSA or its employees, agents, or invitees. The Partnership and the Affiliates shall have the exclusive use of such personal property which upon expiration of this Agreement shall remain the personal property of the Partnership or Affiliates.

ARTICLE XII **INDEMNIFICATION**

12.1 Indemnification by TSA. TSA agrees, to the extent permitted by the Florida Constitution and subject to the limits provided for in Section 768.28, Florida Statutes, to indemnify, defend, and hold harmless the Partnership, its

general and limited partners, its officers, employees and agents, successors, and assigns (each an "Indemnitee") from and against, and to reimburse such Indemnitee with respect to, any and all losses, damages, liabilities, costs, or expenses (including reasonable attorneys' and professionals' fees and disbursements) solely and directly arising out of or resulting from any negligent act or willful misconduct of TSA, its officers, employees, or agents done in the performance of this Agreement or the default of any provision hereof.

12.2 Indemnification by Partnership. The Partnership agrees to indemnify and hold harmless TSA and the County, their officers, agents and employees against any and all damages, claims, losses, liabilities and expenses (including, but not limited to, reasonable legal fees and disbursements including reasonable legal fees to enforce this indemnification) caused by, in connection with or arising out of or resulting from any negligent act or willful misconduct of the Partnership or its partners, employees, officers or agents done in the performance of this Agreement or the default of any provisions hereof.

12.3 Limitation on Tort Liability. Notwithstanding the foregoing provisions, the indemnity obligations of TSA and the Partnership under this Article XII as they relate to the amount of damages claimed by a third party are limited to available insurance coverages with respect to personal injury tort liability claims so long as such insurance coverages are maintained in accordance with this Agreement.

ARTICLE XIII **DAMAGE BY FIRE OR OTHER CASUALTY**

13.1 Repair or Termination. If the Premises or a portion thereof at any time during the Term of this Agreement is damaged by fire or other casualty not

caused by acts or omissions of the Partnership, its agents, or employees, and if such fire or other casualty renders the Premises, or any portion thereof untenable or unusable for the purposes for which they were designed and intended for a period exceeding 180 days, then the Partnership may terminate this Agreement, and the Parties shall thereupon be relieved of any further obligations under this Agreement. If the Partnership does not exercise its option to terminate this Agreement, TSA at its expense shall repair the damage out of insurance proceeds and any other funds it has available for such purpose so as to restore the Premises to substantially their condition immediately prior to such fire or other casualty, in accordance with then existing laws, ordinances, building codes and other governmental regulations or restrictions. TSA shall cause such repairs and restoration to commence promptly and to proceed diligently to completion, subject to reasonable delays beyond its control. The provisions of Article 14.12 hereof shall apply in either the event of termination or non-termination.

13.2 Payments Not Abated. During any period beginning with the occurrence of any damage or destruction by fire or other casualty which renders any part of the Premises untenable or unusable for the purposes for which they were designed and intended and ending upon completion of the work of repair and restoration, the payments to TSA and the County under Article IV of this Agreement shall not be abated, it being understood by the Partnership that it may fund such payments from the proceeds of the insurance required under Article XIV hereof. Further during such period, the other obligations of the Parties under this Agreement shall be suspended to an extent appropriate in light of the part, if any, of the Premises being used by the Partnership.

ARTICLE XIV **INSURANCE**

14.1 General Application. Throughout the Term of this Agreement, the Partnership shall provide, pay for, and maintain with insurance companies satisfactory to TSA the insurance coverages and limits required of it in this Agreement. TSA will also, during the Term of this Agreement, provide, pay for, and maintain with insurance companies satisfactory to the Partnership the insurance coverages and limits required of it in this Agreement.

14.2 Additional Insureds. The Partnership shall have TSA and County endorsed to all its Liability Policies, other than its Workers' Compensation and Employer's Liability Coverage, as additional insureds for Partnership operations under this Agreement. TSA will have the Partnership and County endorsed to all its Liability Policies, other than its Workers' Compensation and Employer's Liability Coverage, as additional insureds for TSA operations under this Agreement.

14.3 Waiver of Subrogation. Under all Property Insurance Policies, the Partnership shall have its insurance companies waive their rights of subrogation against TSA, and TSA shall have its Property Insurance companies waive their rights of subrogation against the Partnership.

14.4 Certificates of Insurance. Certificates of Insurance (the "Certificates") evidencing the insurance coverages and limits required in this Agreement shall be provided to each Party by the other. The Certificates shall be executed by an authorized representative of the insurance companies shown on the Certificates with written proof for each insurance company that he/she is their authorized representative and authorized to execute the Certificate on their behalf. TSA and

County have their own Certificates that must be used for this purpose. A certified, true, and exact copy of the insurance policies required by this Agreement will be accepted in place of a Certificate if properly endorsed to cover the Insurance Requirements herein. Within ten (10) days prior to expiration of existing policies, each Party shall provide the other Parties with a replacement Certificate.

14.5 Notice of Cancellation. The Parties shall provide the other Parties at least thirty (30) days written notice of cancellation by certified or registered mail.

14.6 Commercial General Liability Insurance (Partnership). Partnership shall maintain Commercial General Liability Insurance including, but not limited to: Premises & Operations, Personal & Advertising Injury, Contractual Liability, Independent Contractors, Products-Completed Operations, and Liquor Liability Coverages and shall not exclude the Explosion, Collapse, and Underground Property Damages Liability Coverages. Coverage limits shall not be less than Five Million dollars (\$5,000,000.00) combined Bodily Injury, Personal Injury, and Property Damage per occurrence and Five Million dollars (\$5,000,000.00) in the aggregate. In addition, either as part of the Commercial General Liability policy or as a separate policy, Partnership shall maintain business interruption or loss coverage with coverage limits not less than Five Million dollars (\$5,000,000.00).

14.7 Commercial General Liability Insurance (TSA). TSA shall maintain the same Commercial General Liability Insurance as provided in Section 14.6 above, except for the Liquor Liability Coverages.

14.8 Workers' Compensation and Employer's Liability Insurance. Throughout the Term of this Agreement, the Partnership and TSA shall maintain Workers' Compensation Insurance as required by Florida laws and Employer's Liability Insurance with limits of not less than:

Limit Each Accident	\$1,000,000.00
Limit Disease Aggregate	\$1,000,000.00
Limit Disease Each Employee	\$1,000,000.00

14.9 Business Automobile Insurance. Throughout the Term of this Agreement, the Partnership and TSA shall maintain Automobile Liability Insurance for all of their owned, non-owned, or hired vehicles to be used in the performance of this Agreement according to Florida laws, with a combined single limit for Bodily Injury and Property Damage of not less than:

Combined Single Limit Each Accident	\$1,000,000.00
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14.10 Builder's Risk and Other Insurance. Prior to the commencement of any construction on the Premises by either TSA or the Partnership, the Party causing the construction will obtain Builder's Risk insurance in the amount of the construction cost of the improvements and will cause the other Party and the County to be named as additional insureds. A Certificate shall be filed with the other Parties prior to the commencement of construction.

14.11 Payment and Performance Bonds. Prior to commencement of any construction on the Premises, the Party causing the construction will furnish to the other Parties a copy of a payment and performance bond acceptable to the other Parties, issued by a surety company authorized to do business in Florida, naming the other Parties as dual or co-obligees, in the amount of the construction cost.

14.12 Fire & Allied Property Insurance. Throughout the Term of this Agreement, the Partnership shall at its expense insure at replacement cost, including debris removal and building and ordinance coverages, the Premises

against loss or damage by or from, but not limited to, the following causes of loss: fire, lightning, windstorm, hail, riot, riot attending a strike; civil commotion, explosion, smoke, aircraft, vehicles, vandalism and malicious mischief, flood and earthquake. Any deductible must be agreed to in writing by TSA. The County and TSA shall be named as additional insureds. A Certificate shall be provided to TSA and the County evidencing the required coverages. If the Partnership elects to terminate this Agreement pursuant to Article XIII above, TSA and the County shall be entitled to insurance proceeds up to the amount necessary to pay the Bond Repayment (hereinafter defined); otherwise, if the Partnership does not elect to terminate this Agreement, said insurance proceeds shall be used to rebuild the Improvements. Any insurance proceeds remaining after payment of the Bond Repayment or after rebuilding the Improvements shall belong solely to the Partnership.

14.13 Boiler & Machinery Insurance. Throughout the Term of this Agreement, the Partnership shall at its expense, insure the repair or replacement value on a Comprehensive Boiler and Machinery Policy, against loss, damage, or breakdown of the following machinery and equipment, contained in the Premises or outside if servicing such Premises: steam boilers, steam and water pipes, steam engines, and other steam pressure vessels and all electric and lighting systems including transformers, scoreboards, and miscellaneous electrical apparatus. The Partnership, County and TSA shall be named as additional insureds with rights to 45 days notice of intent to cancel. A Certificate shall be provided to TSA and the County evidencing the required coverages.

14.14 Pedestrian Walk Over. It shall be TSA's responsibility to obtain Liability and Property Insurance Coverage for the entire Pedestrian Walk Over either as part of its overall insurance program or through a specific insurance

program for the Pedestrian Walk Over. Partnership shall reimburse TSA for fifty percent (50%) of the premium cost and any deductible or self insurance paid by TSA. If, however, the Partnership elects, in its sole discretion, to assume responsibility for providing such insurance coverage, which coverage must be acceptable to TSA, then TSA shall reimburse Partnership with respect to fifty percent (50%) of the premium cost of such insurance and of any deductible or self insurance paid by Partnership within fifteen (15) days after the Partnership provides TSA with a written request for payment of the same. The Partnership, County and TSA shall be named as additional insureds with respect to such insurance with rights to 45 days notice of intent to cancel. A Certificate shall be provided to the Parties evidencing the coverage required in this paragraph.

ARTICLE XV BREACH OR DEFAULT

15.1 Breach or Default. The failure or refusal by any Party to abide by any obligation, duty, covenant, or agreement set forth herein shall constitute a breach or default of this Agreement.

15.2 Notice of Default and Opportunity to Cure. In the event there is a breach or default under this Agreement by a Party, including a failure on its part once or repeatedly to perform any of its obligations, duties, covenants, agreements, or conditions hereunder, the breaching Party agrees to expeditiously remedy such breach or default. If such breach or default continues for a reasonable period of time, not to exceed five (5) business days, after service by the non-breaching Party of written notice of the breach or default (provided, that a repeated breach of the same obligations, duty, covenant, agreement, or condition shall eliminate the cure period and be cause for immediate remedy), the non-breaching Party may, at its sole election, either: (i) thereafter remedy such breach or default and the breaching

Party shall make reimbursement for the cost thereof within fifteen (15) days of receipt by the breaching Party of billing for the same, (ii) pursue damages or injunctive relief for such breach or default, or (iii) with respect to a material breach or material default for which an action for damages or injunctive relief would not be a sufficient remedy, terminate this Agreement for such "cause". The above five (5) day cure period may be extended for events not curable with a five (5) day period so long as the Party effectuating the cure is diligently pursuing the same and has a reasonable chance of succeeding; provided that in no event shall such extended cure period continue for more than thirty (30) additional days, or such longer period as the Parties shall agree.

15.3 Remedies. Except as expressly provided for in this Subsection 15.3, the specified remedies to which the Parties may resort under the terms of this Agreement are cumulative and not intended to be exclusive of any other remedies or means of redress to which they may be lawfully entitled in case of any breach or default or threatened breach or default by any Party to this Agreement. With respect only to a breach or default by the Partnership resulting from a relocation of the Yankees from the Premises prior to the expiration of the Term for any reason (a "Relocation"), TSA and the County shall be entitled to all available remedies, at law or equity, including injunctive relief, until such time as the Partnership has paid the three (3) monetary amounts as described in this Section 15.3. First, the Partnership shall immediately remit to TSA or the County, as the case may be, an amount sufficient to repay the then outstanding principal balance of the Bonds, including interest and redemption premiums to the nearest call date, together with all fees and expenses incidental thereto (the "Bond Repayment"). Second, the Partnership shall immediately reimburse the State of Florida for any state funds expended on the Premises pursuant to the Facility Renovation Agreement in

accordance with, and only to the extent required by, Section 288.11631(2)(a)2, Florida Statutes (the "State Reimbursement"); it being the intention of the Parties that the State Reimbursement shall not result in a double payment or windfall to County or TSA. Third, the Partnership shall adequately compensate TSA and the County for the actual damages resulting from the Relocation. In connection with the payment of the third monetary amount, the Parties agree that separate and apart from the Bond Repayment and the State Reimbursement, the actual damages to TSA and the County resulting from a Relocation will be difficult or impossible to ascertain; therefore, in lieu of actual damages, the Partnership shall immediately remit to TSA or the County, as directed by TSA, fixed and agreed upon liquidated damages in an amount equal to the product of Five Hundred Thousand Dollars (\$500,000) times the number of years or fraction thereof remaining in the Term. It is acknowledged and agreed by the Parties that the amounts payable under this Section 15.3 shall, in no event, be considered as a penalty or otherwise than as liquidated damages to TSA and the County because of a Relocation. Upon full and timely payment of the three (3) monetary amounts set forth above in this Section 15.3, the Partnership's breach and default due to a Relocation shall be deemed cured and this Agreement shall be deemed terminated. Further, upon such termination, all rights, entitlements and privileges of the Partnership relating to the GMS Facility, this Agreement or the Joint Use and Maintenance Agreement shall become null and void. The Parties acknowledge that a relocation of the Yankees from the Premises prior to the expiration of the Term as a result of (i) the Partnership's termination of this Agreement for cause as provided for in Section 15.2, (ii) the Partnership's termination of this Agreement in accordance with Section 13.1, (iii) the termination of this Agreement by operation of Section 20.2, or (iv) the Partnership's termination of this Agreement in accordance with Section 20.3, shall not constitute a breach or default by Partnership under this Agreement.

15.4 No Termination During Spring Training. Notwithstanding any provision of this Agreement to the contrary, neither TSA nor County may, as a result of a breach or default by Partnership, terminate this Agreement before the 10th day after the last day of Spring Training occurring in the calendar year during which the right to terminate is invoked by TSA or the County.

ARTICLE XVI
NON-RECOURSE (NO LIABILITY FOR PARTNERS)

No partner of the Partnership, including but not limited to any general partner and the managing general partner, shall have any personal liability with respect to the Partnership's obligations hereunder by reason of his, her, or its status as partner. This Article XVI shall not apply, however, and shall be rendered null and void in the event either (i) fifty percent (50%) or more of the Yankees is sold or otherwise transferred by the Partnership to an unrelated third party not approved by TSA and the County, as provided in section 24.17 below, or (ii) upon such sale or transfer of the Yankees to a party not approved by TSA and the County, the Partnership does not provide TSA and the County a cash bond or similar cash security acceptable to TSA and the County Administrator in the amount necessary to make the Bond Repayment, to secure the Partnership's obligations set forth in Article 15.3 above.

ARTICLE XVII
RIGHT OF FIRST REFUSAL

As a material inducement for the Partnership entering into this Agreement, and to the extent permitted by Section 125.35 Florida Statutes, or other applicable law, as amended from time to time, TSA and County hereby grant to Partnership a right of first refusal to purchase the Premises (including the Improvements,

fixtures, and Land) from County, to the extent allowable by law. The term of the right of first refusal shall be equivalent to the Term, plus six (6) months thereafter. Before accepting any written offers to purchase the Premises or any portion thereof, County shall deliver to Partnership a written copy or recitation of said offer. Before listing or notifying any realtor, broker, salesman, or any other third party of County's intent to sell the Premises or any portion thereof, or before notifying any such party of the terms of such intended sale, County shall deliver written notice of such intent to sell, together with the terms of the sale to Partnership. Upon receipt of either the offer to purchase or the notice of intent to sell, Partnership shall have sixty (60) days from the date of receipt thereof to either duplicate in writing the offer to purchase or to accept in writing the terms of the sale expressed in the written intent to sell. Nothing provided for herein shall preclude the County and the Partnership from modifying by mutual agreement either the offer to purchase or notice of intent to sell, as the case may be.

In the event Partnership accepts such offer to purchase or such terms of sale, the Premises or portion thereof shall be sold or conveyed to Partnership upon such terms. If Partnership does not timely accept such offer to purchase or terms of sale, County shall be free to consummate thereafter the offer or sale on the terms disclosed to Partnership without re-offering the same to Partnership, so long as County enters into a binding contract within ninety (90) days after the notice to Partnership and consummates the transaction within one hundred eighty (180) days following such ninety (90) day period. If a binding contract is not entered into and the transaction is not consummated within the respective ninety (90) day and one hundred eighty (180) day time periods, County may not sell the Premises or any portion thereof without first offering it to Partnership in accordance with the terms of this section.

To the extent that any portion of the Premises is lawfully sold to a third party in accordance with this Article, then Partnership's right of first refusal with respect to that portion of the Premise shall terminate, but shall continue in full force and effect with respect to any remaining unsold portion of the Premises, and this Agreement shall continue in full force and effect regardless. A notice of the Partnership's right of first refusal shall be incorporated into the Memorandum of Agreement to be recorded pursuant to Section 24.16 below.

ARTICLE XVIII
BOOKS, RECORDS, AND AUDITS

The Partnership and TSA shall keep and maintain accurate records and complete books of account detailing all contracts, warranties, reports, studies, correspondence and expenditures for all maintenance, repair, capital improvements and capital repairs conducted in connection with the Premises. Such books and records shall be preserved for a period of no less than seven (7) years. The covenants contained in this Article shall survive the conclusion of the Term. Such books and records shall be available and produced for inspection and audits upon the reasonable request of any Party to this Agreement, and reviewed by the requesting Party and any of its agents or employees designated and authorized to conduct such audits or inspections.

ARTICLE XIX
SIGNAGE, GRAPHICS, AND COLOR SCHEMES

It is agreed by the parties that during the Term of this Agreement all signage, graphics, color schemes, etc., within or on the Stadium shall be consistent with the team colors of the Yankees and the Affiliates (collectively, the "Teams"). These logos and similar identifying insignia of the Teams and, at Partnership's election,

the logo or insignia of other teams using the Stadium, may be prominently displayed on, in, and/or about the Stadium. Working personnel (regardless of by whom employed) in or about the Stadium, including ticket takers, ushers, food and beverage vendors, parking attendants, and other personnel who are visible to the public and employed in the operation of the Stadium shall generally wear uniforms, the cost of which shall be borne by Partnership solely and such uniforms shall be approved by Partnership.

Partnership shall have the right to erect any and all manner of signs, placards, billboards, insignias, marquees, advertisements, signboards, banners, or other sort of signage within the Stadium structure. Additionally, TSA shall permit and allow Partnership to construct, operate, and maintain on the Premises informational signs and marquees for the announcement of games, events, and other activities at the Stadium, and which may also include commercial advertising; provided, however, that TSA shall have the right to discuss with Partnership the removal of any signage, but the final decision to remove such signage shall be at the Partnership's sole election.

ARTICLE XX **CONDEMNATION**

20.1 Proportionate Interests of the Parties. TSA, County, and Partnership agree and acknowledge that the interests of the respective Parties, and their rights hereunder, constitute a valuable property interest which would be affected adversely by any condemnation or other exercise of the power of eminent domain by any governmental authority, or person, firm or corporation acting under governmental authority, or by agreement in lieu thereof, and that nothing in this Agreement shall be construed as a waiver by any Party of any claim that such Party may have for damage against any condemnor exercising such power of eminent

domain. In the event of any taking of a part or all of the Premises by condemnation or other exercise of the power of eminent domain, whether such taking is absolute or for a limited period, the condemnation award, or the amount agreed upon in lieu of an award of condemnation, shall be equitably apportioned between TSA, County and Partnership, subject to Articles 20.3 and 20.5 below, so that TSA, County and the Partnership receive the value of their interest in the Premises and in any improvements thereof; provided however, that any condemnation proceeds received for or resulting from the exercise of eminent domain powers over the Premises shall be equitably apportioned after the Bond Repayment is first paid from such proceeds.

20.2 Termination Upon Complete Taking. If all of the Premises are so taken, this Agreement shall terminate as of the date of taking.

20.3 Termination Upon Partial Taking. If a substantial portion of the Premises is so taken so that the continued use and operation of the Stadium by Partnership is thereafter no longer economically prudent as determined by Partnership, then Partnership, upon written notice to TSA and County and delivered within sixty (60) days after such taking, may terminate this Agreement. Any partial condemnation proceeds shall be equitably apportioned between the Parties, provided, however, if the Partnership elects to terminate this Agreement, the Partnership shall use that portion of its share of the condemnation proceeds to either demolish the Stadium and restore it to its prior condition or pay to TSA, upon its written request, the sums that the Partnership would otherwise be obligated to pay for such purposes in accordance with this Article 20.3, which option TSA shall exercise in writing in its sole discretion.

20.4 Continuation Upon Partial Taking. If a lesser portion of the Premises is so taken, such that continued use and operation of the Stadium by Partnership is economically prudent, as determined by Partnership, then, unless all Parties otherwise agree, this Agreement shall continue in full force and effect, except that the fees provided in Article IV hereof shall be reduced in the equitable proportion which the area taken shall bear to the entire Premises only to the extent not compensated through Business Interruption Insurance or other coverage required under Article XIV hereof. In such event, the Partnership shall continue to perform and observe all of its obligations hereunder as though such taking had not occurred, except to the extent that it may be prevented from so doing by reason of such taking. Any condemnation proceeds shall be equitably apportioned between the Parties as provided in Article 20.1 above after the Bond Repayment is first paid from such proceeds.

20.5 Adequate Compensation. TSA and the Partnership agree that the equitable apportionment of any condemnation proceeds described in Article 20.1, 20.3 and 20.4 of this Agreement fairly, equitably, and adequately compensate the Partnership for the value of its interest in the Premises, or any portion thereof condemned or taken, including but not limited to the value of the Partnership's rights, as provided in this Agreement, to the use of the Improvements located on the Premises being condemned.

20.6 Formal Contest. It is understood that the foregoing provisions of this Article shall not, in any way, restrict the right of TSA, County, or Partnership to appeal the award made by any court or other public agency in any condemnation proceedings.

ARTICLE XXI
CONSENT OR APPROVAL NOT TO BE UNREASONABLY WITHHELD

Except as otherwise provided in Article 2.4 above, whenever consent, agreement or approval is required in this Agreement of any Party, the same shall not be unreasonably withheld or delayed, and no unreasonable condition shall be imposed upon the granting of such consent, agreement or approval.

ARTICLE XXII
RELATIONSHIP BETWEEN THE PARTIES

The relationship between the Parties created by this Agreement shall at all times be considered that of licensor and licensee. TSA and the County are neither joint venturers with nor partners, associates or agents of Partnership with respect to any matter provided for in this Agreement, nor is Partnership a joint venturer with or partner, associate or agent of TSA or the County. Nothing herein contained shall be construed to create any such relationship between the Parties.

ARTICLE XXIII
ENVIRONMENTAL PROVISIONS

23.1 Definitions. For purposes of this Article, the following capitalized terms shall have meanings as follows:

(a) "Hazardous Substances" shall mean any hazardous or toxic substances, materials, wastes, pollutants, or contaminants as defined, listed or regulated, now or in the future, by any federal, state, or local law, rule, regulation, or order or by common law decisions, including, without limitation, trichloroethylene, tetrachloroethylene, perchloroethylene, and other chlorinated solvents; petroleum products or by-products, asbestos, and polychlorinated biphenyl.

(b) "Applicable Laws" shall include, but shall not be limited to, Comprehensive Environmental Response Compensation and Liability Act; the Resource Conservation and Recovery Act; the Federal Water Pollution Control Act, 33 U.S.C. (1251 et seq); and the Clean Air Act, 42 U.S.C. (7401 et seq); all as may be amended from time to time, together with the rules and regulations promulgated thereunder, and together with any other federal, state, or local laws, rules or regulations, whether currently in existence or hereafter enacted or promulgated, that govern or relate to: (i) the protection of the environment from spilled, deposited, or otherwise emplaced contamination or the existence, cleanup, or remedy of such contamination; (ii) Hazardous Substances or the storage, use, generation, discharge, treatment, removal, recovery, transportation, or disposal of Hazardous Substances.

23.2 TSA's Obligations. TSA represents and warrants that to the best of its knowledge there are no Hazardous Substances on, in, or under the Premises and TSA has never received any notice, letter or communication (written or otherwise) indicating that the Premises contains, or is likely to contain Hazardous Substances or that any Applicable Laws have ever been violated. TSA shall be fully responsible for any violation or alleged violation of Applicable Laws or regulations occurring prior to the date the Partnership initially accepted possession of the Improvements and agrees to indemnify and hold harmless the Partnership, including the Partnership's partners, directors, officers, employees, agents, successors, and assigns, from any loss or damage arising out of any violation or alleged violation of Applicable Laws or regulations existing as of the date the Partnership initially accepted possession of the Improvements.

23.3 Partnership's Obligations. Partnership shall not cause or permit the presence, use, generation, release, discharge, storage, transportation, or disposal of any Hazardous Substances, on, under, in, about, to or from the Premises except for those Hazardous Substances, if any, necessary to carry on Partnership's intended use as herein permitted, if used and disposed of strictly in accordance with Applicable Laws, guidelines issued by any national or regional board of insurance underwriters, and prudent standards of practice. The Partnership shall be fully responsible for any violation or alleged violation of Applicable Laws or regulations and agrees to indemnify and hold harmless TSA, the County and their officers, directors, agents and employees from any loss or damage arising out of any violation or alleged violation of Applicable Laws or regulations caused by the Partnership from the date the Partnership initially accepted possession of the Improvements through the Termination Date.

ARTICLE XXIV **MISCELLANEOUS**

24.1 Title to Premises; Sale of Premises. TSA and County agree that there are not and will not be any mortgages, liens, easements, or leases affecting title to the Premises that would adversely affect the Partnership's continued use of the Premises and/or the Partnership's rights under this Agreement. In the event of a sale or conveyance of the Premises, this Agreement shall not be affected by any such sale, and the purchaser shall take title subject to this Agreement.

24.2 Authority; Binding Effect. Each Party represents and warrants to the other Parties that (i) such Party has full right and authority to execute this Agreement and to consummate the transactions herein described and (ii) upon the execution hereof, this Agreement shall constitute the legally binding agreement

and obligation of such Party, enforceable in accordance with its terms, to the extent allowed by law.

24.3 Force Majeure. Upon the occurrence of any event, matter or condition beyond the reasonable control of TSA, Partnership and/or the County, including, but not limited to, war, public emergency, calamity, fire, flood, earthquake, hurricane, strike, Act of God, actions of other governmental units or operation of any applicable law, governmental rule or regulation, or court decision, then any obligation of a Party which cannot be completed as a result, will be extended to the extent commensurate with such interfering occurrence, and no damages shall apply as a result of such delay.

24.4 Partnership Rights. Notwithstanding anything to the contrary set forth herein, the Partnership shall have an absolute and continuing right to make non-structural, aesthetic, and/or cosmetic improvements, alterations, and additions to the Premises at anytime and at its own expense. With regard to structural improvements (i.e., permitted projects), such projects shall be provided by Partnership in writing to the TSA, which shall be subject to prior written approval by TSA. Partnership shall provide to TSA all requested plans and specifications for such structural improvements upon request and shall grant to TSA the right to inspect said construction at all reasonable times.

24.5 Third Party Beneficiary. Nothing contained in this Agreement shall give rise to, nor shall be deemed to or construed so as to, confer any rights on any other person or entity as a third party beneficiary as against the Partnership, TSA or the County, or create any privity or other relationship between any other person or entity and the Partnership, TSA or County.

24.6 Further Assurances. Each Party shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of any other Party, certify by written instrument duly executed and acknowledged to any person or entity specified in such request:

(a) As to whether this Agreement has been supplemented or amended, and, if so, the substance and manner of such supplement or amendment;

(b) As to the validity and force and effect of this Agreement and the existence of any default hereunder;

(c) As to the existence of any off-sets, counterclaims or defenses thereto on the part of such other party; and

(d) As to the commencement and expiration dates of the Term of this Agreement, and as to any other matters as may reasonably be so requested.

Any such certificate may be relied upon by the party who requested it and any other person, firm, or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Party executing same.

24.7 Disputes/Attorneys' Fees. In the event of a dispute arising under this Agreement, for which a lawsuit or other proceeding is filed, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing Party is entitled shall

include any costs that are taxable under any applicable statute, rule, or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24.8 Real Estate Broker. Each Party represents and warrants that neither they nor any of their representatives, employees, or agents have dealt with or consulted any real estate broker in connection with this Agreement. Without limiting the effect of the foregoing, each Party agrees to indemnify and hold the others harmless against any claim or demand made by a real estate broker or agents claiming to have dealt or consulted with them or any of their representatives, employees, or agents contrary to the foregoing representations and warranty.

24.9 Nonwaiver. The waiver by any Party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement. The subsequent acceptance of fees by the TSA and/or County shall not be deemed to be a waiver of any preceding breach by the Partnership of any term, covenant, or condition of this Agreement.

24.10 Notices. All notices provided for in this Agreement shall be hand delivered or sent by registered or certified mail to the Parties, return receipt requested, at the addresses set forth below or at such other addresses as the Parties shall designate to each other in writing:

TSA: The Tampa Sports Authority
4201 North Dale Mabry Highway
Tampa, Florida 33607
Attention: President and CEO

Partnership: New York Yankees
George M. Steinbrenner Field
1 Steinbrenner Drive
Tampa, Florida 33614
Attention: Anthony Bruno
Senior Vice President

With a copy to: New York Yankees
George M. Steinbrenner Field
1 Steinbrenner Drive
Tampa, Florida 33614
Attention: Manuel Garcia, Esq.
Florida Counsel

And a copy to: Mark T. Tate, Esq.
212 S. Magnolia Avenue
Tampa, Florida 33606

County: County Administrator
P. O. Box 1110
Tampa, Florida 33602

With a copy to: County Attorney
P. O. Box 1110
Tampa, Florida 33602

And a copy to: Clerk of the Circuit Court
P. O. Box 1110
Tampa, Florida 33602

Any notice or demand so given, delivered or made by United States Mail shall be deemed so given, delivered or made on the second business day after the same is deposited in the United States Mail, registered or certified mail, addressed

as above provided, with postage thereon fully prepaid. Any such notice, demand, or document not given, delivered or made by registered or certified mail as aforesaid shall be deemed to be given, delivered or made upon receipt of the same by the party to whom the same is to be given, delivered or made.

The Parties may from time to time notify the other of changes with respect to whom and where notices should be sent by sending notification of such changes pursuant to this Article.

24.11 Captions. Captions of each article are added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Agreement.

24.12 Time. Time is of the essence of this Agreement and each and all of the provisions. Except as otherwise provided herein, days shall be defined as calendar days. Any obligation for performance by any party shall be delayed if the date for said performance falls on a weekend and/or holiday, in which event the party shall perform on the following day.

24.13 Cumulative Remedies. All of the rights, powers and privileges conferred by this Agreement upon the Parties shall be cumulative and in addition to those otherwise provided by law and shall not be deemed to preclude those rights and remedies provided by law.

24.14 Entire Agreement and Modification. Except as provided in this Article, this Agreement contains the entire agreement of the Parties pertaining to the Premises, supersedes all prior agreements pertaining thereto, and no representations, inducements, promises or agreements, oral or otherwise between the Parties not embodied in this instrument shall be of any force or effect. No

amendment, modification or variation of this Agreement or any of its terms or provisions shall be effectual, binding or valid unless and until the same is reduced to writing and executed by all Parties, and consented to by the Tampa City Council and the Mayor of the City of Tampa, and unless and until the term of the Joint Use and Maintenance Agreement is amended to expire on December 31, 2046.

24.15 Most Favorable Treatment. The Parties recognize that each future contract between TSA and/or the County and a person, entity or group for the use of TSA's and/or the County's property and/or facilities will be unique and designed to accomplish a distinct and discrete goal, and that a typical most favored treatment provision in this Agreement would be impractical and difficult to interpret or enforce.

However, the Parties are in accord with the notion that neither TSA nor the County shall knowingly provide in a future agreement or arrangement with another professional baseball franchise a material term or condition relating to a spring training facility that benefits such other baseball franchise when that same term or condition has been denied the Partnership. TSA and the County will use their best efforts in all future negotiations to avoid such terms.

Furthermore, the Parties are in accord with the notion that, if any other person, entity or group making use of property or facilities as a sport-oriented coliseum, arena, stadium or the like, shall in the future be accorded immunity, exemption or contractual release from ad valorem taxation by virtue of action taken by or agreement of the County or TSA, directly or indirectly, the parties will amend this Agreement to the extent permissible and in a manner which will not frustrate the intention of the Parties hereunder, to achieve comparable benefits or like exemption of the Partnership or the Premises from such taxation.

Furthermore, in the event County or TSA, in the future, specifically provides for the payment by County or TSA of ad valorem taxes in a contract with any other person, entity, or group which will make use of property or facilities as a sports-oriented coliseum, arena, stadium or the like, which is more favorable with respect to the percentage of reimbursement for the payment of taxes and/or credits, than the terms and conditions of this Agreement, this Agreement will be amended by the Parties to include a similar provision for the benefit of Partnership.

24.16 Recording. Within 30 days following the Effective Date the Parties shall record a Memorandum of Agreement, in a form acceptable to all Parties, in the Public Records of Hillsborough County, Florida.

24.17 Successors and Assigns. This Agreement is not assignable by any Party without the express written consent of the other Parties. Any transferee of the Partnership's rights hereunder shall specifically assume the Partnership's obligations under this Agreement as a condition to such assignment and the consent of TSA and the County. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties hereto.

24.18 Right of Peaceable Possession. Subject to rights given TSA and the County herein, Partnership, upon the performance by Partnership of all the conditions herein set forth on the part of Partnership to be kept and performed, may quietly have, hold, occupy, and use the Premises without interruption by TSA, County, or by any other person or entity claiming by, through or under TSA or County, and TSA agrees to indemnify, defend, and hold the Partnership harmless from and against any and all claims of such other persons or entities.

24.19 Effective Date. The Parties acknowledge that this Agreement shall be effective on the date upon which all of the following conditions have been satisfied: (a) this Agreement has been consented to by the Tampa City Council and the Mayor of the City of Tampa; (b) this Agreement has been approved and executed by each of the Parties; (c) the Amended and Restated Himes Facility License Agreement has been approved by the Hillsborough County Aviation Authority, and approved and executed by each of the Parties; (d) the term of the Joint Use and Maintenance Agreement has been amended by the parties thereto to coincide with the Term; (e) the Certification as described in Section 14.A of the Facility Renovation Agreement has occurred, unless the Partnership exercises the right provided in said Section 14.A, and (f) the Facility Renovation Agreement has been approved and executed by each of the Parties. The foregoing notwithstanding, in the event that all of the foregoing conditions have not been satisfied by September 1, 2016, or such later date as provided in Section 14.A of the Facility Renovation Agreement, then this Agreement shall not become effective and shall be null and void.

24.20 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

24.21 TSA as Operator/Lessor. The County, as owner of the Premises, does hereby appoint TSA as Operator and Manager of the Premises and all Improvements thereon. As such, TSA is hereby authorized and delegated all authority, on behalf of the County, to license, manage and control the Premises, take all action to protect and preserve the Premises, enforce this Agreement and exercise all powers with respect to the Premises as granted or authorized by Chapter 96-520, Florida Statutes, as amended from time to time.

24.22 Luxury Suite Agreement Reaffirmed. The Parties do hereby confirm and ratify that certain Luxury Suite Agreement by and between Partnership and TSA dated February 1, 1996 and further agree that the Term thereof shall be co-extensive with this Agreement.

24.23 Governing Law and Dispute Resolution. This Agreement shall be governed and enforced in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be resolved by a state court of appropriate jurisdiction in Hillsborough County, Florida, it being agreed hereby that both venue and jurisdiction are appropriate in said state courts.

24.24 Compliance with Section 288.11631, Florida Statutes. Partnership and TSA or the County, as appropriate, shall each, in connection with an application for certification and funding pursuant to Section 288.11631, Florida Statutes, take all actions and do all things reasonably necessary to comply with said statute, including but not limited to:

(a) meeting the requirements for certification under Section 288.11631(2), including, if necessary, the amendment of this Agreement and/or the Facility Renovation Agreement;

(b) enter into an agreement with the State of Florida Department of Economic Opportunity fully complying with all requirements of Section 288.11631(2)(c);

(c) submit all reports and do all things required by Section 288.11631 subsequent to certification.

24.25 Compliance with Hillsborough County Human Rights Ordinance; Equal Opportunity Clause. Partnership shall comply with: (i) Hillsborough

County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance), as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices; and (ii) the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented, which laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

24.26 Rules and Regulations. Notwithstanding any other provision of this Agreement and except as provided for in this Section 24.26, this Agreement and any rights or exclusivities granted by the Partnership hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. In the event that any act or omission of the Partnership to comply with the MLB Rules and Regulations affects the rights of TSA or the County under this Agreement or deprives the TSA or County of any benefit of this Agreement, the Parties will amend the terms of this Agreement to neutralize any effect of the MLB Rule or Regulation on the TSA or County. The Partnership agrees in any event that if compliance by it with MLB Rules and Regulations results in a failure of the Partnership to fulfill any obligation under this Agreement, such failure shall be considered a breach or default by the Partnership of this Agreement and TSA or County may exercise all remedies as provided for in Article 15.3 of this Agreement.

24.27 Conformity with Rules. The Partnership represents and warrants that, to the best of its knowledge, the execution, delivery and performance by the Partnership of this Agreement does not violate any provision of the MLB Rules and Regulations including, but not limited to, specifically, the Major League Rules, the Professional Baseball Agreement and the Official Baseball Rules.

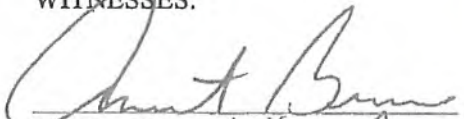
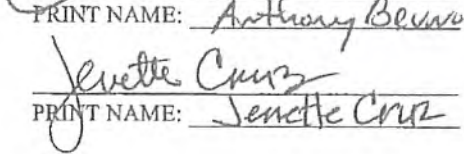
24.28 Approval of Major League Baseball. This Agreement shall not be effective until such time as all applicable MLB Approvals have been obtained, which approvals may be withheld in the sole and absolute discretion of MLB. Notwithstanding anything in the foregoing to the contrary, the Partnership represents and warrants that the only MLB Approval required for this Agreement to be effective is the receipt of a no-objection letter from the BOC.

24.29 Territory. The territory within which TSA or the County are granted rights is limited to, and nothing herein shall be construed as conferring on TSA or the County (or any other party) rights in areas outside of, the Spring Training territory of the Yankees, as established and amended from time to time pursuant to the MLB Rules and Regulations.

(signatures to appear on the next page)

IN WITNESS WHEREOF, the Parties hereby have executed this Agreement on the day and year first above written.

WITNESSES:


PRINT NAME: Anthony Bevan

PRINT NAME: Jenette Cruz

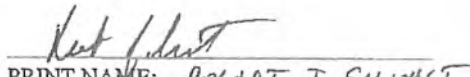
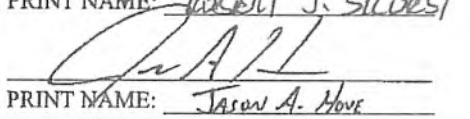
**NEW YORK YANKEES PARTNERSHIP,
an Ohio limited partnership**

By: Martinique Holdings, Inc.

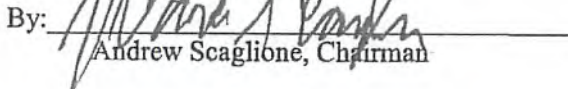
By: 
Harold Z. Steinbrenner, President

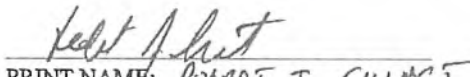
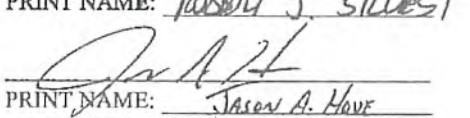
Title: Managing General Partner

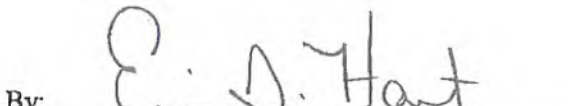
WITNESSES:


PRINT NAME: ROBERT J. SILVEST

PRINT NAME: Jason A. Hove

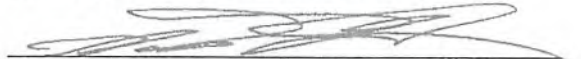
THE TAMPA SPORTS AUTHORITY

By: 
Andrew Scaglione, Chairman


PRINT NAME: ROBERT J. SILVEST

PRINT NAME: Jason A. Hove

By: 
Eric Hart, President/CEO

*Approved as to form and legal sufficiency on
behalf of the Tampa Sports Authority*


Steven A. Anderson, General Counsel

ATTEST:
Clerk of Circuit Court



By: Minda K. Di
Deputy Clerk

HILLSBOROUGH COUNTY, FLORIDA

By: [Signature]
Lesley "Les" Miller, Jr., Chair
Hillsborough County
Board of County Commissioners

*Approved as to form and legal sufficiency on
behalf of Hillsborough County*

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 16-0441

[Signature]
Samuel S. Hamilton,
Senior Assistant County Attorney

EXHIBIT A
George M. Steinbrenner Field License Agreement

LEGAL DESCRIPTION

JULY 22, 1997
PROJECT 93-108-L
N.Y. YANKEES BASEBALL SPRING TRAINING COMPLEX

A parcel of land lying in Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida and being more particularly described as follows:

Commence at a found $\frac{1}{4}$ " capped iron rod LB #33 marking the North quarter corner of Section 9, Township 29 South, Range 18 East; thence run South 89°12'12" East along the North line of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ for 1,235.14 feet; thence South 00°24'50" West, for 31.80 feet to the Point of Beginning; thence continue South 00°24'50" West, along the existing West right of way line of Dale Mabry Highway (State Road No. 600 - 200' R/W) for 1,365.62 feet; thence North 89°45'45" West for 420.95 feet; thence North 00°33'30" East, for 275.00 feet; thence North 89°46'52" West, for 775.00 feet; thence North 00°13'08" East for 268.78 feet; thence North 15°13'08" East, for 150.02 feet; thence South 74°46'52" East, for 130.62 feet; thence South 89°46'52" East, for 72.22 feet; thence North 00°25'20" East for 52.88 feet; thence North 44°24'21" West for 216.25 feet; thence North 16°58'34" East, for 303.66 feet; thence North 00°25'20" East for 251.01 feet to the South right of way line of Dr. Martin Luther King, Jr. Blvd.; thence continue along said South right of way line of Dr. Martin Luther King, Jr., Blvd. for the following four courses: 1) South 89°43'47" East, 292.81 feet; 2) South 88°33'21" East, 537.32 feet; 3) South 89°13'05" East, 113.88 feet; 4) South 72°35'56" East, 84.93 feet to the Point of Beginning.

Parcel contains 30.81 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A parcel of land lying in Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida and being more particularly described as follows:

Commence at a found $\frac{1}{4}$ " Capped Iron Rod LB #33 marking the North Quarter corner of Section 9, Township 29 South, Range 18 East; thence run South 89°12'12" East, along the North line of the Northwest Quarter of the Northeast Quarter, for 1,235.14 feet; thence South 00°24'50" West, for 31.80 feet to a point at the intersection of the existing South right of way line of Dr. Martin Luther King, Jr. Boulevard and the existing West right of way line of Dale Mabry Highway (State Road No. 600 - 200' right of way); thence continue South 00°24'50" West, along said existing West right of way line of Dale Mabry Highway (State Road No. 600 - 200' right of way), for 1,365.62 feet; thence North 89°45'45" West, for 420.95 feet; thence North 00°33'30" East, for 130.97 feet; thence North 89°36'21" West, for 74.41 feet; thence North 00°18'39" East, for 143.82 feet to the POINT OF BEGINNING; thence North 89°46'52" West, for 699.97 feet; thence North 00°13'08" East, for 268.78 feet; thence North 15°13'08" East, for 150.02 feet; thence South 74°46'52" East, for 130.62 feet; thence South 89°46'52" East, for 72.22 feet; thence North 00°25'20" East, for 52.88 feet; thence North 44°24'21" West, for 108.20 feet; thence North 45°35'39" East, for 81.81 feet; thence South 44°24'21" East, for 646.52 feet; thence South 13°31'22" East, for 110.25 feet to the POINT OF BEGINNING. Containing 5.53 Acres, more or less.

Total Acreage of Hillsborough County Property 25.28 acres, more or less.

EXHIBIT B

George M. Steinbrenner Field License Agreement
 JOINT USE AND MAINTENANCE AGREEMENT

This Agreement is entered into as of October 12, 1995 by and among HILLSBOROUGH COUNTY, a political subdivision of the State of Florida ("County"), TAMPA SPORTS AUTHORITY, a public agency of the State of Florida ("TSA"), HILLSBOROUGH COMMUNITY COLLEGE, a public community college created under the laws of Florida ("HCC"), and NEW YORK YANKEES PARTNERSHIP, an Ohio limited partnership ("Partnership").

I. RECITALS

A. County, TSA and Partnership are parties to a License Agreement dated January 19, 1994 ("License Agreement") which, as subsequently modified, is incorporated herein by reference. A copy of the first page of the License Agreement is attached hereto as Exhibit A.

B. County and TSA are parties to a Sublease Option Agreement ("Sublease Option Agreement") with the Board of Trustees of the Internal Improvement Fund of the State of Florida, the Florida Department of Corrections and the Florida Department of Health and Rehabilitative Services (collectively the "State") dated April 27, 1994.

C. County and TSA, as Seller, and HCC, as Buyer are parties to an Agreement for the Purchase and Sale of Real Property ("Purchase Agreement") relative to the Parking Area, as defined below, dated October 12, 1995, a copy of which is attached hereto as Exhibit B and incorporated herein.

D. The real property that is the subject matter of the License Agreement and the Sublease Option Agreement, defined in the former as the HRS Site and in the latter as the Stadium Site, and referred to hereinafter as the Complex, is located on the southwest corner of North Dale Mabry Highway and Dr. Martin Luther King Blvd. in Tampa, Florida. The Complex contains the New York Yankees Baseball Complex, built pursuant to the License Agreement. The Complex contains, among other components, (i) a Community Use Field and (ii) a Parking Area of approximately 5.5 acres. Attached hereto as Exhibit C is a site plan on which the Community Use Field is shaded. Attached hereto as Exhibit D is the site plan on which the Parking Area is shaded. Attached hereto as Exhibit E is the survey and legal description of the Parking Area.

E. HCC's campus lies to the south/southwest of the Complex. The campus is joined to the Parking Area by two roads constructed or to be constructed by HCC, at its own cost, at the southeast and southwest corners of the Complex, depicted as HCC Roads A and B, respectively, on Exhibits C and D attached hereto.

F. The License Agreement contemplates the parties' execution of a Scheduling and Parking Agreement. This Joint Use and Maintenance Agreement shall serve as the Scheduling and Parking Agreement so contemplated.

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G. County, TSA and HCC believe that it is in the best interests of and serves the public health, safety and welfare to enter into this Agreement with the Partnership, and the parties wish to enter into this Agreement for their joint and mutual use and maintenance of the Community Use Field and Parking Area during the Term of the License Agreement, as set forth therein.

II. CONSIDERATION

In consideration of the mutual grants, covenants and promises contained herein, and for other good and valuable consideration, including but not limited to HCC's payment of \$400,000.00 to TSA under the Purchase Agreement for a portion of the Improvements to the Parking Area, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows.

III. ACCURACY OF RECITALS

The recitals set forth in Section I above are true and correct and are hereinafter incorporated throughout this Agreement by reference.

IV. TERM

The Term of this Agreement shall be concurrent with the Term of the License Agreement, except that there shall be no Interim Term. The Initial Term of this Agreement shall be for a period of thirty (30) years commencing the later of (i) January 1, 1996 or (ii) January 1 of the Partnership's first season of Major League Spring Training at the Complex. The Initial Term shall terminate on December 31 of the thirtieth (30th) year thereafter. In addition, if the Partnership renews the License Agreement in accordance therewith, the Term may be renewed, on the same terms and conditions as set forth herein, unless the parties agree otherwise in writing, for each of two (2) consecutive additional periods of five (5) years (each period referred to as a "Renewal Term") upon written notice by the Partnership to the other parties 180 days prior to the last day of the Initial Term, or the first Renewal Term, as the case may be. Absent such written notice, this Agreement shall terminate on December 31, 2025, unless otherwise terminated earlier by the parties in accordance herewith and/or the License Agreement.

V. RIGHTS AND OBLIGATIONS RELATING TO PARKING AREA, OVERFLOW PARKING AREAS

A. The Partnership has and shall have the exclusive, uninterrupted and paramount right to use, control and operate the Parking Area for games and events held at the Complex as follows:

- 1. For all Major League Spring Training Games,

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2. For all Florida State League Tampa Yankees Baseball games, except as set forth in Article V(F) below,
3. For all other baseball games, tournaments, charities, camps, assemblies, concerts, shows and other events held at the Complex and sponsored solely by the Partnership, except as set forth in Article V(F) below,

and, except as otherwise provided in this Agreement or the License Agreement, to operate and control the uses by the TSA and HCC as set forth in Articles V (C-H) below. When used by the Partnership and/or the TSA, the Parking Area shall be considered to be part of the Stadium and sports facility.

B. The Partnership shall be entitled to receive all revenues derived from the Parking Area pursuant to and except as limited by Article IX of the License Agreement; provided, however, that the Partnership agrees not to charge HCC's patrons, faculty or students to use the Parking Area as set forth in Article V(F) below, except in connection with those games and events described in Articles V(A)(1-3) above and V(E) below.

C. TSA shall have the right to use and operate the Parking Area for all Tampa Bay Buccaneer football games held at Tampa Stadium, or at a subsequently built stadium located on the Tampa Stadium Site across North Dale Mabry Highway from the Complex, provided that such games do not conflict with the Partnership's use of the Parking Area under Article V(A)(1) above. TSA shall have the right to use and operate the Parking Area for all other games, shows, concerts and events held at Tampa Stadium, or the subsequently built stadium located on the Tampa Stadium Site across North Dale Mabry Highway from the Complex, provided that such games do not conflict with the Partnership's use of the Parking Area under Article V(A)(1-3) above or HCC's use of the Parking Area under Article V(F) below.

D. TSA shall be entitled to receive all revenues from the Parking Area for events sponsored solely by TSA at the Complex, as set forth in Article V(C) above, pursuant to and except as limited by Article IX of the License Agreement; provided, however, that TSA agrees not to charge HCC's patrons, faculty or students to use the Parking Area as set forth in Article V(F) below, except in connection with TSA's events contemplated by this Article V(D).

E. TSA and the Partnership shall be entitled to share the revenues from the Parking Area for jointly sponsored events in accordance with Article IX of the License Agreement; provided, however, that TSA and the Partnership agree not to charge HCC's patrons, faculty or students to use the Parking Area as set forth in Article V(F) below, except in connection with such jointly sponsored events. HCC shall be entitled to share the revenues from the Parking Area for any events it sponsors jointly with the Partnership, or

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TSA, or both, on terms and conditions to be negotiated in good faith and agreed to in writing by the respective parties in connection with any such events.

F. HCC shall have the uninterrupted and paramount right to use the Parking Area, except as set forth in Article V(F)(1) below, and except during Partnership's Major League Spring Training games, for which the Partnership shall have exclusive and paramount use of the entire Parking Area, as set forth in Article V(A)(1) above, for its students, faculty and other patrons on Mondays through Thursdays between the first class day of its fall semester and the last class day of its spring semester each year during the Term. HCC shall otherwise have the right to use the Parking Area for its students, faculty and other patrons at all other times not referenced in Article V(A-E) above, including but not limited for its home games and practices, provided that HCC's use does not conflict with the uses of the Partnership or TSA as described in Article V(A-E) except as otherwise provided therein.

1. HCC's right to use the Parking Area as set forth in this Article V(F) shall be subject to the following:
 - a. HCC's students, faculty and other patrons may use the parking spaces designated and reserved for handicap parking only in accordance with applicable laws, ordinances and regulations governing the use and ability to use such spaces; and
 - b. TSA, HCC and the Partnership shall, by January 31st of each year during the Term of this Agreement, meet to designate and allocate in writing certain spaces within the Parking Area that the Partnership shall have the paramount right to use during all of its Florida State League Tampa Yankees' baseball games, as set forth in Article V(A)(2) above, whether or not such games are held on Mondays through Thursdays between the first class day of HCC's fall semester and the last class day of HCC's spring semester. These spaces shall be designated for the Partnership's press, suite holder, box seat holder, season ticket holder and VIP parking needs, it being the understanding and agreement of the parties that the Partnership shall have such needs pursuant to its obligations or commitments to other third parties each year during the Term. If the parties are unable through good faith efforts to agree on the designation and allocation of such parking spaces by January 31st of any year during the Term, then the Executive Director of the TSA, the President of HCC and the General Partner of the Partnership, or their respective designees, shall, prior to February 15th of such year, meet and vote on such

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designation and allocation. A simple majority vote will determine which parking spaces shall be so designated and allocated, and the majority decision of the parties' representatives shall be conclusive and binding on the parties for that year, unless the TSA, HCC and the Partnership subsequently agree otherwise in writing.

G. HCC shall not be entitled to receive any revenues whatsoever from the Parking Area, nor shall HCC be entitled to charge its students, faculty or other patrons to park in the Parking Area during the times HCC is entitled to use the Parking Area, as set forth in Article V(F) above, except to the extent HCC may customarily charge its students, faculty and/or patrons for parking decals or passes, and further except that HCC may charge patrons of its home baseball games to use the Parking Area, provided that such use and charges do not conflict with either the Partnership's or TSA's respective uses and/or revenue rights as set forth in Articles V(A-E) above.

H. The Partnership shall have the right to use the parking areas at the Tampa Stadium Site as depicted on Exhibit F attached hereto, which areas may change if a new football stadium is built there, for parking of its employees, guests, patrons and other invitees, as the case may be, including but not limited to reserved parking for the Partnership during Major League Spring Training, during the times and events specified in Article V(A) above, to the extent parking of those vehicles cannot be accommodated at in the Parking Area during such games and events (hereinafter "Overflow Parking"). All Overflow Parking areas to be so used by the Partnership shall be reasonably designated by TSA.

I. HCC shall have the right to use the Overflow Parking areas at the Tampa Stadium Site, as depicted on Exhibit F attached hereto, and as reasonably designated by TSA and agreed to by HCC, for parking of its employees, students, faculty and patrons during the times and events specified in Article V(A) above, but only to the extent parking of those vehicles cannot be accommodated in the Parking Area due to Partnership or TSA events having the priority right to use the Parking Area, it being the intent of the parties that HCC shall be entitled to use only the same number of parking spaces in the Overflow Parking Area that it would otherwise be able to use in the Parking Area under Article V(F) above.

J. The Partnership and TSA shall each be entitled to charge and shall receive all revenues from any Overflow Parking for their respective games and events pursuant to Articles V(A) and V(B) above and Article IX of the License Agreement; provided, however, that neither the Partnership nor TSA shall charge HCC, or its student, faculty or patrons for their use of the Overflow Parking areas as set forth in Article V(I) above; and further provided that (1) the Partnership shall be entitled to collect and retain all revenues from Overflow Parking for all Major League Baseball games at the Complex pursuant to

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Article IX of the License Agreement, whether or not such games are held concurrently or simultaneously with TSA-sponsored events at the Tampa Stadium Site, and (2) the Partnership shall be entitled to collect and retain all revenues from Overflow Parking for all of its other games and events listed in Article V(A)(2-3) above, as long as such games or events are not held concurrently or simultaneously with TSA-sponsored events at the Tampa Stadium Site, in which case TSA shall be entitled to collect and retain all revenues from Overflow Parking for the Partnership's such other concurrent or simultaneous games or events.

K. HCC shall not be entitled to charge or receive any revenues from its use of any Overflow Parking, except to the extent HCC may customarily charge its students, faculty and/or patrons for parking decals or passes.

L. The Partnership, HCC and TSA shall have full and uninterrupted rights, except as limited herein, to use the Pedestrian Bridge connecting the Complex to the Tampa Stadium Site, to accommodate their uses provided for under this Article V and/or the License Agreement, as the case may be.

M. Except as otherwise provided in the License Agreement or this Agreement, the Partnership shall be responsible for maintaining and providing reasonably necessary capital improvements to the Parking Area during the Term of this Agreement.

N. Except as otherwise provided in the License Agreement or this Agreement, if as a result of constant use of Overflow Parking by the Partnership's patrons or HCC's students, faculty or patrons, any Overflow Parking area at the Tampa Stadium site suffers substantial extraordinary wear and tear, the Partnership at its expense shall improve a sufficient and reasonable number of additional surface parking spaces within the Overflow Parking area at the Tampa Stadium Site as required to sustain such use. The extent and scope of such improvements by the Partnership shall be as mutually and reasonably agreed by TSA and the Partnership.

O. Any capital improvements to the Parking Area may be done by HCC, TSA or the Partnership, at their own cost and expense, unless they agree otherwise in writing, provided that the other two parties first approve such capital improvements in writing, which approval will not be unreasonably withheld.

P. Except as otherwise provided in the License Agreement, the Partnership shall be responsible for security and staffing of the Parking Area during the Term of this Agreement, provided that TSA and HCC shall each be responsible for their own security and staffing during the times and events they respectively use the Parking Area pursuant to Articles V(C) and V(F) above. The Partnership shall be responsible for security and staffing of the Overflow Parking areas either if or HCC uses during the Partnership's events as described in Article V(A) above, and the Partnership shall be responsible for associated reasonable costs such as maintenance, utilities and cleanup during such events,

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as particularly set forth in the License Agreement. TSA shall be responsible for security and staffing of the Overflow Parking areas at all other times and for all other events.

Q. The Parking Area will be available for the parties' respective uses, as set forth in this Article V, at 7:00 a.m. to 11:00 p.m. daily, unless the Partnership extends such hours of operation or the Partnership and TSA agree in writing to other hours of operation for any particular game(s) or event(s). Absent such extension or agreement, and unless the Partnership notifies TSA and HCC otherwise in writing, the Partnership shall close the gates and secure the Parking Area between the hours of 11:00 p.m. and 7:00 a.m. daily.

R. The Partnership and TSA shall have the right to have any unauthorized vehicles towed from the Parking Area either during or after the hours of operation as set forth in Article V(Q) above.

S. The parties agree to use the Parking Area and the Overflow Parking areas in such manner as to keep them clean, clear of rubbish and garbage, and reasonably safe for pedestrians and motor vehicles.

T. The Partnership and TSA shall pay any ad valorem taxes levied on the Parking Area or the Partnership's use of the Parking Area as set forth in Article XI of the License Agreement; provided, however, that HCC will not be liable for payment of any such taxes or reimbursement to the Partnership.

VI. RIGHTS AND OBLIGATIONS RELATING TO THE COMMUNITY USE FIELD

A. The Partnership shall have the exclusive and paramount right to use, operate and control the Community Use Field for all practices, games and other events for Major League Spring Training, Florida State League Tampa Yankees games, and any other baseball tournaments, games and related events held at the Complex, subject to the scheduling requirements and priorities of Article VII below.

B. HCC shall have the right to use the Community Use Field for its home baseball games and practices, subject to the scheduling requirements and priorities of Article VII below. HCC shall also have the limited right to sell, and to receive all revenues from the sale of, novelties and souvenirs, such as T-shirts, posters, pennants and the like, bearing HCC's name, logo and/or colors, at its home baseball games and practices at the Community Use Field. Such sales, if any, shall be conducted at HCC's sole expense, shall be limited to HCC's home baseball games and practices, and shall not in any way limit or restrict the Partnership's rights to sell novelties and souvenirs, and to receive all revenues therefrom, as set forth in Article VI(C) below and in the License Agreement.

C. The Partnership is and shall be entitled to receive all revenues from concessions, sales of novelty and souvenirs (with the sole exception being the limited right

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of HCC to sell its own novelties and souvenirs pursuant to Article VI(B) above), and the exercise of all advertising and broadcast rights on the entire Complex, including but not limited to the Community Use Field, notwithstanding the fact that HCC may be utilizing either the Community Use Field or the Parking Area, consistent with the License Agreement. The Partnership's advertising rights shall include but shall not be limited to all outfield signage, the scoreboard and the naming or sponsorship of the Community Use Field. The Partnership agrees that all concessions, food and beverages sold at the Community Use Field during the Term of this Agreement shall be of good quality, free of defects and available at reasonably competitive prices. The Partnership also agrees that it shall use its best efforts to have its concessionaire (Volume Services or its successor) provide HCC with a reasonable opportunity to operate any of the concession stands at the Complex on behalf of such concessionaire, particularly the Community Use Field concession stand, on terms and conditions that are negotiated in good faith and agreed to between HCC and such concessionaire in connection with such operation(s); provided, however, that HCC acknowledges and agrees that the Partnership cannot require Volume Services to do so.

D. The Partnership shall be responsible for maintaining and providing reasonably necessary capital improvements, including but not limited to field maintenance and preparation for all games and events, to the Community Use Field pursuant to Article VI of the License Agreement.

E. The Partnership shall provide staffing for parking, security and concessions at all HCC home baseball games and other events played or held at the Community Use Field; provided, however, that HCC shall be entitled to receive all revenues from tickets or admissions to its home baseball games played at the Community Use Field.

F. Any capital improvements to the Community Use Field may be done by HCC, TSA or the Partnership, at their own cost and expense, unless they agree otherwise in writing, provided that the other two parties first approve such capital improvements in writing, which approval shall not be unreasonably withheld.

G. The parties agree to use the Community Use Field in such manner as to keep it clean, clear of rubbish and garbage, and reasonably safe for players, coaches and fans.

VII. EVENT AND GAME SCHEDULING

A. Priority of Scheduling and Uses

The parties agree that they shall use their best efforts to cooperate in good faith to schedule all games and events contemplated and identified in Article V above. In doing so, and in resolving any scheduling conflicts pursuant to Article VII(B) below, the following scheduling and use factors, in descending order of priority, shall govern:

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1. Parking Area

- a. Major League Spring Training baseball games,
- b. Tampa Bay Buccaneer games held at the Tampa Stadium Site,
- c. HCC student, faculty and patron parking on Mondays through Thursdays between the first class day of the fall semester and the last class day of the spring semester,
- d. Florida State League baseball games,
- e. Other baseball events (i.e. individual games, tournaments, camps) whether sponsored by the Partnership or co-sponsored by the Partnership and TSA,
- f. Other non-baseball events sponsored by the Partnership (i.e. concerts),
- g. TSA events at the Complex,
- h. Other non-baseball events co-sponsored by the Partnership and TSA,
- i. HCC home baseball games,
- j. HCC patron/student/faculty parking at times other than as set forth in Article VII(A)(1)(b),
- k. TSA events at the Tampa Stadium Site other than Tampa Bay Buccaneer games.

2. Overflow Parking

- a. TSA events held at Tampa Stadium,
- b. Major League baseball games,
- c. HCC student, faculty and patron parking on Mondays through Thursdays between the first class day of the fall semester and the last class day of the spring semester,
- d. Florida State League baseball games,
- e. Other baseball events sponsored by the Partnership,
- f. Baseball events co-sponsored by the Partnership and TSA,
- g. Non-baseball events sponsored by the Partnership and TSA,
- h. Non-baseball events sponsored by TSA (either at the Complex or the Tampa Stadium Site),
- i. HCC patron/student/faculty at times other than as set forth in Article VII(A)(2)(c),
- j. HCC home baseball games.

3. Community Use Field

- a. Major League Spring Training baseball games and practices,

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- b. HCC home baseball games and practices,
- c. Florida State League baseball games and practices,
- d. Other baseball events (whether sponsored by the Partnership or co-sponsored by the Partnership and TSA),
- e. Other non-baseball events sponsored by the Partnership,
- f. TSA sponsored events,
- g. Other non-baseball events co-sponsored by the Partnership and TSA.

B. Schedule Preparation and Coordination

1. Initial Annual Scheduling

TSA, HCC and the Partnership shall exchange written schedules of planned games and events by December 31st of the calendar year preceding the calendar year during which such games and events will be held. In doing so, the parties agree to use their best efforts to avoid games or events being held simultaneously or concurrently at the Complex and the Tampa Stadium Site. The parties shall then have until January 31st of the year in which such events will be held to prepare and acknowledge in writing a mutually agreeable schedule of events for the Complex and the Tampa Stadium Site, including the Parking Area, Overflow Parking areas and the Community Use Field (the "Initial Schedule"), which shall follow and be governed by the scheduling and use priorities set forth in Article VII(A) above, unless the parties unanimously agree otherwise in writing.

2. Supplemental Annual Scheduling

TSA, HCC and the Partnership understand that additional games or events may be scheduled at the Complex and/or at the Tampa Stadium Site after the Initial Schedule has been fixed pursuant to Article VII(B)(1) above. Therefore, the parties shall, between May 15th and June 1st of each calendar year, advise each of the other parties in writing of any such additional games and events. The parties shall then have until July 1st of the year in which in such games or events will be held to modify, in writing, the Initial Schedule (the "Modified Schedule"), which shall follow and be governed by the scheduling and use priorities set forth in Article VII(A) above, unless the parties unanimously agree otherwise in writing.

3. Continued Cooperation

The parties agree that they will use their best efforts to meet as frequently as reasonably possible during each year of the Term of this Agreement to review and update the Agreed and/or Approved Schedules and to cooperate to resolve, with a minimum of inconvenience to their respective operations, any pending or anticipated scheduling conflicts.

C. The Partnership agrees that it shall, consistent with the parties' obligation to work together in good faith to schedule and coordinate the games and events for which

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the Parking Area, Overflow Parking areas and Community Use Field shall be used, use its best efforts to make one or more of its baseball fields at its Minor League Complex, located at the southeast corner of Himes Avenue and Columbus Drive, available for practices and/or games as may be reasonably necessary in the event of a scheduling conflict with respect to the Community Use Field.

VIII. PERSONAL PROPERTY

All non-fixtures (i.e. batting cages, pitching machines, baseball equipment) placed or moved upon the Complex, including but not limited to the Parking Area and the Community Use Field, by the Partnership, HCC or TSA, and owned by any such party prior to such placement or movement, shall continue to be owned and used by such party at their own risk, provided that any such party shall be liable for any damage or injuries caused to or by such non-fixtures as a result of the negligent handling or use of such non-fixtures by such party, or its employees, agents or invitees. No party may use the personal property of any other party without the express written consent of the other party. The party owning any such personal property shall have the exclusive use of such personal property which, upon expiration of this Agreement, shall remain the personal property of the party owning such personal property.

IX. INSURANCE

A. The Partnership and TSA shall provide, pay for and maintain insurance coverage for the Parking Area, the Overflow Parking areas and the Community Use Field as required by Article XV of the License Agreement.

B. HCC shall be self insured and assume the risk of loss and liability on all risks for its operations at and uses of the Parking Area, the Overflow Parking areas and the Community Use Field. HCC shall, at all times, keep the Partnership, TSA, Hillsborough County and the City of Tampa advised in writing of such self-insurance or other insurance, and shall give the Partnership, TSA, Hillsborough County and the City of Tampa at least thirty (30) days written notice of any change or cancellation of any such self-insurance or other insurance. HCC shall also maintain Workers Compensation and Employers Liability insurance coverages required by applicable Florida law. HCC shall also self-insure its automobile liability insurance under the terms and conditions required by Florida law. HCC shall also maintain real property insurance in the amount of replacement value of the premises or for property damaged or destroyed which is under the control of HCC.

C. The Partnership and TSA shall have HCC endorsed to their respective liability insurance policies, other than their respective Workers Compensation and Employers Liability coverages, as additional insureds for the uses and operations contemplated under this Agreement.

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D. Under all property insurance policies, the Partnership, TSA and HCC shall have its insurance companies waive their rights of subrogation against the other parties. Should at the time of a loss either the Partnership, TSA or HCC not have accomplished this waiver, the waiver requirements shall be void.

E. Certificates of insurance evidencing the insurance coverages and limits required by this Agreement shall be provided to each party by the other within fifteen (15) days of a written request. Each certificate shall be executed by an authorized representative of the insurance companies and HCC's self-insurance fund or administrator, as the case may be, shown on the Certificate with written proof for each insurance company that he/she is their authorized representative and is authorized to execute the Certificate on their behalf, which Certificates shall be in form reasonably acceptable to the parties. Certified, true and exact copies of the insurance policies required by this Agreement will be accepted in place of Certificates of Insurance if properly endorsed to cover the insurance requirements herein. Each party shall provide the other party with replacement Certificates of Insurance at least thirty (30) days prior to the expiration of existing policies.

F. Each party's insurance companies shall provide at least thirty (30) days written notice by certified or registered mail to the other parties of any cancellation or reduction in any of the coverages required by this Agreement.

G. HCC's status as self-insured during the Term of this Agreement, as set forth in Article X(B) above, is not intended nor shall it be construed to be a waiver, release or limitation of any rights or remedies that TSA or the Partnership may have against HCC for any breach of this Agreement or for any other claim under applicable Florida law.

X. INDEMNIFICATION

A. The Partnership agrees to indemnify and hold harmless HCC and TSA, and their respective officers, agents, employees, successors and assigns, against any and all damages, claims, losses, liabilities and expenses (including but not limited to reasonable legal fees and costs incurred to enforce this indemnification) caused by, in connection with, arising out of or resulting from any negligent act or willful misconduct of the Partnership or its partners, employees, officers or agents done in the performance of this Agreement or the material breach or default of any provision thereof.

B. TSA agrees, to the extent permitted by law, to indemnify and hold harmless HCC and the Partnership, and their respective partners, officers, agents, employees, affiliates, successors and assigns, against any and all damages, claims, losses, liabilities and expenses (including but not limited to reasonable legal fees and costs incurred to enforce this indemnification) caused by, in connection with, arising out of or resulting from any negligent act or willful misconduct of TSA or its employees, officers or agents done in the performance of this Agreement or the material breach or default of any provision thereof.

EXHIBIT B

George M. Steinbrenner Field License Agreement

C. HCC agrees, to the extent permitted by law, to indemnify and hold harmless TSA and the Partnership, and their respective partners, officers, agents, employees, affiliates, successors and assigns, against any and all damages, claims, losses, liabilities and expenses (including but not limited to reasonable legal fees and costs incurred to enforce this indemnification) caused by, in connection with, arising out of or resulting from any negligent act or willful misconduct of HCC or its employees, officers or agents done in the performance of this Agreement or the material breach or default of any provision thereof.

D. Notwithstanding the foregoing provisions, the indemnity obligations of TSA and the Partnership under this Article X are limited to available insurance coverages with respect to personal injury tort liability claims so long as such insurance coverages are maintained in accordance with this Agreement.

XI. FORCE MAJEURE

Upon the occurrence of any event, matter or condition beyond the reasonable control of the Partnership, TSA or HCC, including but not limited to war, public emergency or calamity, fire, flood, earthquake, hurricane, strike, act of God, unforeseen site conditions, actions of any governmental entity, operation of any applicable law, governmental rule or regulation, or any court decision, or in the event of a partial or complete taking of all or any portion of the Complex by eminent domain, the obligations of the parties under this Agreement shall be excused and discharged to the extent any such event, matter or condition prohibits, precludes or limits the ability of any such party to perform its obligations hereunder.

XII. NON-RECOURSE (NO LIABILITY FOR PARTNERS)

No partner of the Partnership, including but not limited to any general partner and the managing general partner, shall have any personal liability with respect to the Partnership's obligations hereunder by reason of his or its status as partner.

XIII. RELATIONSHIP BETWEEN THE PARTIES

The relationship between the parties created by this Agreement shall at all times be considered that of licensors and licensees. The parties are neither joint venturers, partners or associates of each other with respect to any matters provided for in this Agreement, nor is any party an agent of any other party. Nothing herein contained shall be construed to create any such relationships between the parties.

XIV. THE LICENSE AGREEMENT

EXHIBIT B

George M. Steinbrenner Field License Agreement

A. The parties agree that the License Agreement shall govern and take precedence in the event of any conflicts or inconsistencies that may exist or arise between this Agreement and the License Agreement.

B. Hillsborough County shall be a signatory, and not a party, to this Agreement, solely for the purpose of granting any necessary approvals stemming from the relationship of the parties in the License Agreement and for extinguishing those rights and obligations under the License Agreement as set forth in Article XIV(C) below. Hillsborough County shall not be deemed a party to this Agreement, except as outlined above, and shall not, by virtue of any obligations it has under the License Agreement, serve as guarantor of HCC's or TSA's obligations under this Agreement, except as may otherwise be provided in the License Agreement.

C. This Agreement shall serve to extinguish any obligations of Hillsborough County and TSA towards the Partnership that may flow from the License Agreement and are related to the Parking Area but only to the extent such obligations are legally unenforceable by virtue of the transfer of ownership or leasehold interest of the Parking Area from TSA and County to HCC under the Purchase Agreement; provided, however, that this provision shall in no way release or discharge Hillsborough County and TSA from their respective obligations under the License Agreement relating to the design, construction, maintenance and insurability of the Improvements under the License Agreement, including but not limited to the Stadium and the Pedestrian Bridge; and further provided that it is the intent of the signatories hereto that this Agreement not supersede the License Agreement in any material respect.

XV. MISCELLANEOUS

A. Each party represents and warrants to the other parties that (i) such party has full right and authority to execute this Agreement and to consummate the transactions herein described and (ii) upon the execution hereof, this Agreement shall constitute the legally binding Agreement and obligation of such party, enforceable in accordance with its terms.

B. The waiver by any party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition contained in this Agreement.

C. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

D. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or

EXHIBIT B

George M. Steinbrenner Field License Agreement

unenforceable any other severable provision of this Agreement, and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained herein.

E. This Agreement is not assignable by the parties without the express written consent of the other parties; provided, however, in the event of such consent, the covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

F. Titles and captions used in this Agreement are only for convenience and shall be considered to be of no effect in the construction or interpretation of any provision or provisions of this Agreement.

G. Time is of the essence of this Agreement and of each and all of its provisions. As used herein, days shall be defined as calendar days. Any obligation for performance by any party shall be delayed if the date for said performance falls on a weekend and/or holiday, in which event the party shall perform on the following day.

H. All notices provided in this Agreement shall be hand delivered or sent by registered or certified mail to the parties, return receipt requested, at the addresses set forth below or at such other address as the parties shall designate to each other in writing:

TSA:

Tampa Sports Authority
4201 North Dale Mabry Highway
Tampa, Florida 33607
Attention: Executive Director

PARTNERSHIP:

New York Yankees
3102 North Himes Avenue
Tampa, Florida 33607
Attention: General Partner

HILLSBOROUGH COUNTY:

Board of County Commissioners
P. O. Box 1110
Tampa, Florida 33601

With a copy to the Hillsborough County Administrator
P. O. Box 1110
Tampa, Florida 33601

With a copy to County Attorney
P. O. Box 1110
Tampa, Florida 33601

EXHIBIT B

George M. Steinbrenner Field License Agreement

HILLSBOROUGH
COMMUNITY COLLEGE:

HILLSBOROUGH COMMUNITY COLLEGE
P. O. Box 31127
Tampa, Florida 33631-3127
Attention: President


Any notices so given, delivered or made by the United States Mail shall be deemed so given, delivered or made on the second business day after the same is deposited in the United States Mail, registered or certified mail, addressed as above provided, with postage thereon fully paid. Any such notice, demand or document not given, delivered or made by registered or certified mail shall be deemed to be given, delivered or made upon receipt of the same by the party to whom such notice is to be given, delivered or made.


I. The parties acknowledge and agree that this Agreement is not effective until approved by Hillsborough County Board of County Commissioners, the Tampa City Council, the Tampa Sports Authority and the HCC Board of Trustees, and that no amendment shall be effective unless made in writing, signed by all parties and approved by all four such governmental entities


J. All of the rights, powers and privileges conferred by this Agreement upon the parties shall be cumulative and in addition to those otherwise provided by law and shall not be deemed to preclude such other rights and remedies.

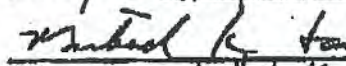
IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

WITNESSES


Print Name: Henry B. Savard


Print Name: Michael K. Farrell


Print Name: Henry B. Savard


Print Name: Michael K. F

TAMPA SPORTS AUTHORITY

By: 
Steven Anderson, Chairman

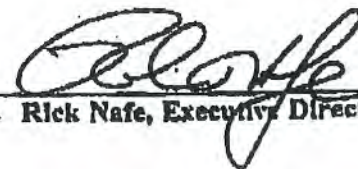
By: 
Rick Nafe, Executive Director

EXHIBIT B

George M. Steinbrenner Field License Agreement

ATTEST: Richard L. Ake
By: [Signature]
Deputy Clerk

HILLSBOROUGH COUNTY, FLORIDA
By: [Signature]
Jim Nolan, Chairman
of the Board of County Commissioners

DISTRICT BOARD OF TRUSTEES
HILLSBOROUGH COMMUNITY COLLEGE

By: [Signature]
Gerard A. Bell, Chairman

[Signature]
Print Name: Doyle Bone

[Signature]
Print Name: Cathy M. Sagerdorf

[Signature]
Print Name: Doyle Bone

By: [Signature] 9/21/95
Andreas A. Paloumpis, President

[Signature]
Print Name: Cathy M. Sagerdorf

NEW YORK YANKEES PARTNERSHIP

[Signature]
Print Name: Joseph A. Molloy

By: [Signature]
Joseph A. Molloy, as its
General Partner

[Signature]
Print Name: John J. Agliano

hccagr8

APPROVED BY COUNTY ATTORNEY

BY: [Signature]
APPROVED As To Form and
Legal Sufficiency.

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT No. 95-1946



EXHIBIT C

TO JOINT USE & MAINTENANCE AGREEMENT

COMMUNITY USE FIELD



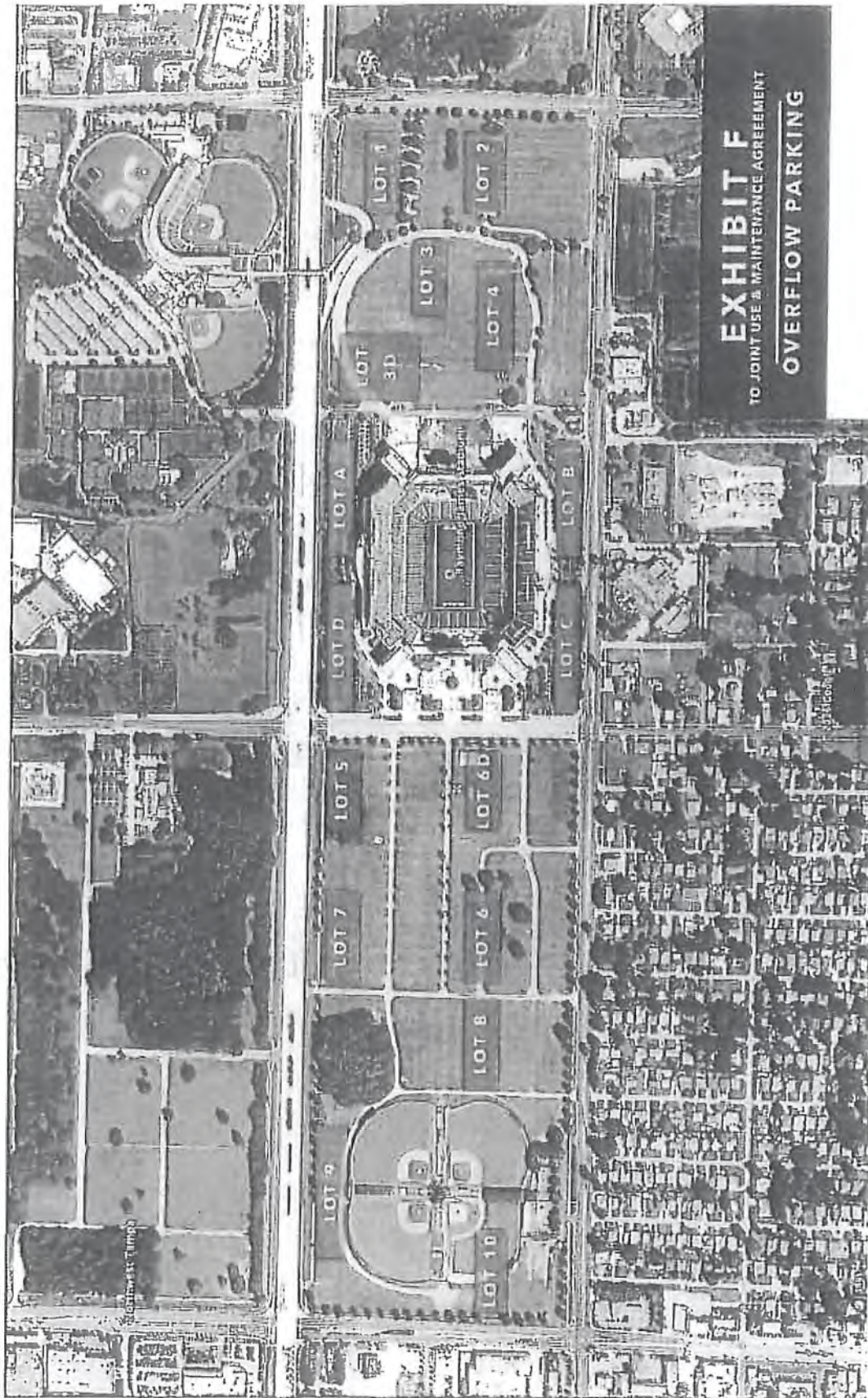


EXHIBIT C
George M. Steinbrenner Field License Agreement

License Fee Schedule

Date	License Fee
5/30/2016	\$ 223,251.85
8/30/2016	\$ 223,251.85
5/30/2017	\$ 223,251.85
8/30/2017	\$ 223,251.85
5/30/2018	\$ 206,501.85
8/30/2018	\$ 206,501.85
5/30/2019	\$ 206,501.85
8/30/2019	\$ 206,501.85
5/30/2020	\$ 210,213.65
8/30/2020	\$ 210,213.65
5/30/2021	\$ 210,213.65
8/30/2021	\$ 210,213.65
5/30/2022	\$ 210,213.65
8/30/2022	\$ 210,213.65
5/30/2023	\$ 210,213.65
8/30/2023	\$ 210,213.65
5/30/2024	\$ 247,063.65
8/30/2024	\$ 247,063.65
5/30/2025	\$ 247,063.65
8/30/2025	\$ 247,063.65
5/30/2026	\$ 247,063.65
8/30/2026	\$ 247,063.65
5/30/2027	\$ 247,063.65
8/30/2027	\$ 247,063.65
5/30/2028	\$ 247,063.65
8/30/2028	\$ 247,063.65
5/30/2029	\$ 247,063.65
8/30/2029	\$ 247,063.65
5/30/2030	\$ 247,063.65
8/30/2030	\$ 247,063.65
5/30/2031	\$ 247,063.65
8/30/2031	\$ 247,063.65
5/30/2032	\$ 247,063.65
9/30/2032	\$ 247,063.65
5/30/2033	\$ 247,063.65
8/30/2033	\$ 247,063.65
5/30/2034	\$ 247,063.65
8/30/2034	\$ 247,063.65
5/30/2035	\$ 247,063.65
8/30/2035	\$ 247,063.65
5/30/2036	\$ 92,963.65

Date	License Fee
8/30/2036	\$ 92,963.65
5/30/2037	\$ 92,963.65
8/30/2037	\$ 92,963.65
5/30/2038	\$ 92,963.65
8/30/2038	\$ 92,963.65
5/30/2039	\$ 92,963.65
8/30/2039	\$ 92,963.65
5/30/2040	\$ 92,963.65
8/30/2040	\$ 92,963.65
5/30/2041	\$ 92,963.65
8/30/2041	\$ 92,963.65
5/30/2042	\$ 92,963.65
8/30/2042	\$ 92,963.65
5/30/2043	\$ 92,963.65
8/30/2043	\$ 92,963.65
5/30/2044	\$ 92,963.65
8/30/2044	\$ 92,963.65
5/30/2045	\$ 92,963.65
8/30/2045	\$ 92,963.65
5/30/2046	\$ 92,963.65
8/30/2046	\$ 92,963.65
12/31/2046	Expiration

Total	\$11,375,452
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CITY OF TAMPA

Bob Buckhorn, Mayor

May 11, 2016

The New York Yankees Partnership
C/O Steven A. Anderson, Esq.
Bank of America Plaza
101 East Kennedy Blvd.
Tampa, Florida 33602

Re: City of Tampa Consents to Amended and Restated License Agreements and Facility Renovation Agreement

Dear Mr. Anderson:

Attached is a copy of City of Tampa Council Resolution No. 2016-339, passed and adopted by City Council on May 5, 2016. This Council Resolution constitutes that body's consent to the above-referenced Agreements as required by Section 96-520, Laws of Florida.

Please accept this letter as my consent to the said Agreements as Mayor of the City of Tampa, which consent is also required by Section 96-520, Laws of Florida.

Sincerely,

Bob Buckhorn
Mayor
City of Tampa, Florida

Cc. The Hon. Mike Suarez, Chairman of the Tampa City Council
Shirley Foxx-Knowles, City Clerk
Julia C. Mandell, City Attorney

Agmt
AS

RESOLUTION NO. 2016- 339

A RESOLUTION CONSENTING TO AN AMENDED AND RESTATED HIMES PLAYER DEVELOPMENT COMPLEX LICENSE AGREEMENT, AN AMENDED AND RESTATED GEORGE M. STEINBRENNER FIELD LICENSE AGREEMENT AND NEW YORK YANKEES FACILITY RENOVATION AGREEMENT AMONG THE TAMPA SPORTS AUTHORITY, THE NEW YORK YANKEES PARTNERSHIP AND HILLSBOROUGH COUNTY IN COMPLIANCE WITH SECTION 98-520, LAWS OF FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tampa Sports Authority ("TSA"), the New York Yankees Partnership ("NYYP") and Hillsborough County ("County"), are parties (collectively "Parties"), to a certain License Agreement dated January 14, 1994 (as variously amended), for the use of the real property in the general vicinity of North Dale Mabry Highway and Dr. Martin Luther King, Jr. Blvd., Tampa, Florida, as a baseball stadium and practice facility named George M. Steinbrenner Field; and

WHEREAS on August 21, 1989, the Parties entered into a License Agreement for the use of certain real property and facilities located at the northwest corner of the intersection of Himes Avenue and Columbus Drive for baseball training activities (the Himes Player Development Complex); and

WHEREAS, as part of a general renovation project involving of the licensed facilities, as reflected in the New York Yankees Facility Renovation Agreement, the parties have negotiated Amended and Restated License Agreements for both the George M. Steinbrenner Field and Himes Player Development Complex; and

WHEREAS, the amendments generally extend the terms of the License Agreements, set license fees during the extended terms, and address matters related to maintenance, repairs, insurance, parking and advertising; and

WHEREAS, although the City of Tampa is not an owner of any of the real property involved, nor a party to any of the License Agreements or the Facility Renovation Agreement, the Parties must obtain its consent before any conveyance, lease or encumbrance of the real property under TSA's enabling legislation, Chapter 98-520, Laws of Florida.

B2016-20

NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA**

Section 1. That the City Council of the City of Tampa hereby consents to the Amended and Restated George M. Steinbrenner Filed License Agreement, the Amended and Restated Himes Player Development Complex License Agreement and the New York Yankees Facility Renovation Agreement in the form of the copies attached hereto or in substantially similar form.

Section 2. That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA,
FLORIDA ON MAY 05 2016.**


CHAIR/CHAIR PRO TEM
CITY COUNCIL

ATTEST:


City Clerk/Deputy City Clerk

APPROVED AS TO FORM:

e/s/ **Jorge I. Martin**
Senior Assistant City Attorney



CERTIFICATION OF AUTHENTICITY

The undersigned officer of the Tampa Sports Authority does hereby certify that the attached document is a true and authentic copy of the Addendum to Amended and Restated George M. Steinbrenner Field License Agreement by and between the Tampa Sports Authority, Hillsborough County and the New York Yankees dated April 20, 2016 as maintained in the official records of the Tampa Sports Authority, an Independent Special District of the State of Florida.

Dated this 28th day of August, 2020, in Tampa, Florida.

A handwritten signature in blue ink that reads "Eric D. Hart". The signature is written in a cursive style and is positioned above a horizontal line.

Eric D. Hart, President/CEO
Tampa Sports Authority

**ADDENDUM TO AMENDED AND RESTATED GEORGE M. STEINBRENNER FIELD
LICENSE AGREEMENT**

This Addendum is an addendum to the AMENDED AND RESTATED GEORGE M. STEINBRENNER FIELD LICENSE AGREEMENT (the "Agreement"), which was entered into on April 20, 2016 between THE TAMPA SPORTS AUTHORITY (the "Applicant"), HILLSBOROUGH COUNTY (the "County") and NEW YORK YANKEES PARTNERSHIP (the "Franchise"). The purpose of this Addendum is to ensure that the Agreement at all relevant times continues to meet the requirements of section 288.11631, Florida Statutes.

WHEREAS, section 288.11631, Florida Statutes, is intended to provide a process for the retention of spring training baseball franchises within the State. The Applicant and the Franchise acknowledge that the amount of State incentive funding provided by the State for the Facility is based on the continual use of the Facility by the Franchise for the duration of such incentive funding;

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

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

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

- I. **DEFINITIONS:** Except as otherwise set forth herein, the definitions set forth elsewhere in the Agreement shall not apply to this Addendum and the definitions

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

- A. **Major League Spring Training Home Games** shall mean, with respect to any Spring Training Season, those Spring Training games, as determined by Major League Baseball in its sole discretion, to be played by the Franchise's Major League Baseball Club as the home team at the Facility during such Spring Training Season.
- B. **Spring Training Season** shall mean the annual period during which Major League Baseball conducts Spring Training games in preparation for the Major League Baseball championship season generally running from February 1 through April 15 of each calendar year, but subject to change at the sole discretion of Major League Baseball.
- C. **Facility** shall mean the Applicant's professional sports facility for Spring Training of one or more Major League Baseball Clubs as well as minor league affiliates, including a stadium, team training facilities, practice fields, clubhouses, dedicated on-site parking areas, and other appurtenances and improvements, intended for use by the Franchise.
- D. **Applicant's Bonds** shall mean bonds or refunding bonds as described in section 288.11631(2)(a)(2), Florida Statutes.
- E. **Operative Agreements** shall mean the Agreement, this Addendum, and such other documents and agreements applicable to the Franchise's use of the Facility.
- F. **Franchise Spring Training Season** shall mean, with respect to any calendar year during the term of the Agreement, the use of the Facility by the Franchise's Major League Baseball Club for the full period of such calendar years' Spring Training Season.


II. TERMS AND CONDITIONS

- A. If the Franchise's Major League Baseball Club falls to play each and every one of its Major League Spring Training Home Games (each a "Missed Game") at the Facility during any Franchise Spring Training Season, and such Missed Games are not otherwise permitted or excused by this Addendum or approved in writing by both the Applicant and DEO, then, the Franchise shall reimburse the State a portion of the State's yearly distribution applicable to such Franchise Spring Training Season determined by multiplying the amount of such yearly distribution by the fraction obtained by dividing the number of Missed Games by the number of Major League Spring Training Home Games scheduled for such Franchise Spring Training Season. For example, if Applicant is scheduled to receive \$1,000,000 in a year, and the Franchise has 2 Missed Games in a Franchise Spring Training Season that is scheduled to have 16 Major League Spring Training Home Games, the Franchise would be required to repay \$125,000 to DEO, because $\$1,000,000 \times (2 / 16) = \$125,000$. However, if the Franchise has four or more Missed Games during any Franchise Spring Training Season, and such Missed Games are not otherwise permitted or excused by this Addendum or pre-approved in writing by the Applicant and DEO, then, at DEO's election, the Franchise shall be deemed to have relocated pursuant to section 288.11631(2)(a)2, Florida Statutes (a "Relocation"). For the avoidance of doubt and for the sake of clarity, an international game, a game played during the Major League Baseball championship season, an exhibition game played in a Major League Baseball stadium or a game played against a college or university team shall not constitute a Major League Spring Training Home Game and therefore shall not constitute a Missed Game.
- B. **Repayment Obligation:** In the event of a Relocation the Franchise shall reimburse the State for the total amount of State distributions expected to be paid from the date of Relocation through the final maturity of the Applicant's Bonds, pursuant to section 288.11631(2)(a)2, Florida Statutes, which reimbursement obligation (the "Addendum Reimbursement") is intended to satisfy, and shall not

be duplicative of, the "State Reimbursement" as defined in Section 15.3 of the Agreement. The payment of the "Addendum Reimbursement" obligation is a partial remedy under terms of the Agreement in the event of a Relocation; provided that the payment of such reimbursement obligation by Franchise shall not release, reduce or otherwise modify any right or remedy available to TSA and/or County under terms of the Agreement in the event of a Relocation. Franchise acknowledges and agrees that nothing in this Addendum shall in any way, directly or indirectly, imply or impose upon TSA or County any intention, duty or obligation to mitigate damages in the event of a Relocation as the agreed upon remedies available to TSA and County in the event of a Relocation are provided in Section 15.3 of the Agreement, it being agreed that said matters have been fully considered and adequately addressed in the Agreement.

- C. **Force Majeure:** Notwithstanding the foregoing, the Franchise shall not be deemed to have a Missed Game to the extent its failure to play a Major League Spring Training Home Game at the Facility was due to an event of Force Majeure; provided, however, that the parties must make reasonable good faith efforts to mitigate the Force Majeure event. For the purpose of this Addendum, "Force Majeure" shall mean and include any act of God, accident, fire, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, except in the case of a rule, order or act by Applicant, or the international equivalent thereof), failure of technical facilities, severe inclement weather or any other cause of any nature whatsoever beyond the control of the parties (including a strike, lockout, or other labor dispute involving Major League Baseball) which was not avoidable in the exercise of reasonable care and foresight. If an event of Force Majeure causes the Franchise's Major League Baseball Club to fail to play at least fifty percent of a Franchise Spring Training Season at the Facility, the parties agree that the Agreement shall be automatically extended beyond the term for one additional Franchise Spring Training Season.

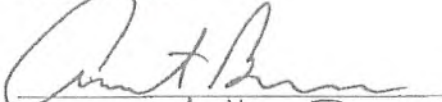
- D. **MLB Requirements:** If Major League Baseball causes the Franchise's Major League Baseball Club to play less than fifty percent of a Franchise Spring Training Season at the Facility, the parties agree that the Agreement shall be automatically extended beyond the term of the Agreement for one additional Full Spring Training Season.
- E. **Third Party Beneficiary:** The State, by and through DEO and DEO's successors and assigns, is an intended third party beneficiary of this Addendum. The State and DEO shall have standing in any action at law or in equity relating to, and/or to seek and/or compel performance of, the obligations imposed by, this Addendum. DEO shall have the right to enforce any reimbursement obligations owed to the State as the same are set forth herein or in law. This Addendum shall in no way limit any rights or remedies that the State or DEO may have under law.
- F. **Order of Priority:** In the event of a conflict between the terms of this Addendum and terms of the Agreement relating specifically to a right, obligation or remedy benefiting DEO which arises from section 288.11631, Florida Statutes or this Addendum, the terms of this Addendum shall take precedence and shall control over any other terms of the Agreement, including any terms added to, amended in, or removed from the Agreement after the effective date of this Addendum; provided that this provision shall not be interpreted so as to release or modify any obligation, right or remedy provided in the Agreement which is in addition to those provided to DEO or the State under section 288.11631, Florida Statutes or this Addendum. This Addendum may not be modified or amended, either directly or indirectly, without the prior written consent of the parties and the Executive Director of DEO. If any modification or amendment is made to either the Agreement or this Addendum without DEO's prior written consent, and such modification or amendment has any adverse effect on the rights of DEO under this Addendum, such portion of that modification or amendment that has an adverse effect shall be void ab initio, and ineffective.
- G. **Recitals Incorporated:** The foregoing recitals are incorporated herein and made a part hereof by this reference.

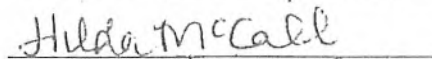


H. **Duplicate Terms:** Because this is an Addendum prepared without reference to the Agreement itself, it may duplicate some existing terms of the Agreement. Such duplication or restatement of terms shall be construed as intentional.

The remainder of this page is intentionally blank.

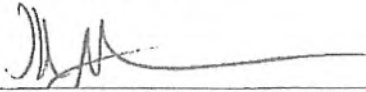
WITNESSES:


PRINT NAME: Anthony Bruno


PRINT NAME: Hilda McCall

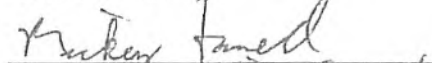
**NEW YORK YANKEES PARTNERSHIP,
an Ohio limited partnership**


By: Martinique Holdings, Inc.


By: 
Harold Z. Steinbrenner, President

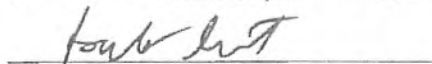
Title: Managing General Partner

WITNESSES:

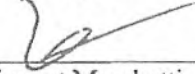

PRINT NAME: Mickey Farrell

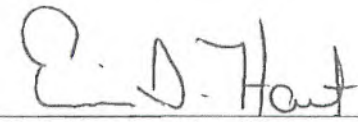

PRINT NAME: Bobby Silvestri


PRINT NAME: Mickey Farrell



PRINT NAME: Bobby Silvestri

THE TAMPA SPORTS AUTHORITY

By: 
Vincent Marchetti, Chairman

By: 
Eric Hart, President/CEO

*Approved as to form and legal sufficiency on
behalf of the Tampa Sports Authority*


Steven A. Anderson, General Counsel

ATTEST:
Clerk of Circuit Court



HILLSBOROUGH COUNTY, FLORIDA

By: Diana A. Stern
Deputy Clerk

By: [Signature]
Lesley "Les" Miller, Jr., Chair
Hillsborough County
Board of County Commissioners

*Approved as to form and legal sufficiency on
behalf of Hillsborough County*

[Signature]
Samuel S. Hamilton,
Senior Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 16-1144



CERTIFICATION OF AUTHENTICITY

The undersigned officer of the Tampa Sports Authority does hereby certify that the attached document is a true and authentic copy of the First Amendment to the Amended and Restated George M. Steinbrenner Field License Agreement by and between the Tampa Sports Authority, Hillsborough County and the New York Yankees dated October 25, 2016 as maintained in the official records of the Tampa Sports Authority, an Independent Special District of the State of Florida.

Dated this 28th day of August, 2020, in Tampa, Florida.

A handwritten signature in blue ink, reading "Eric D. Hart", is positioned above a horizontal line. The signature is written in a cursive style.

Eric D. Hart, President/CEO
Tampa Sports Authority

FIRST AMENDMENT TO
AMENDED AND RESTATED GEORGE M. STEINBRENNER FIELD LICENSE
AGREEMENT

This First Amendment to Amended and Restated George M. Steinbrenner Field License Agreement ("First Amendment") is entered into as of the 25th day of October, 2016, by and between the TAMPA SPORTS AUTHORITY, a public agency and Independent Special District of the State of Florida ("TSA"), NEW YORK YANKEES PARTNERSHIP, an Ohio limited Partnership ("Partnership"), and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida ("County"). The foregoing entities are sometimes individually referred to as "Party" and collectively referred to as the "Parties."


Recitals

WHEREAS, TSA, Partnership and County are parties to an Amended and Restated George M. Steinbrenner Field License Agreement dated April 20, 2016 (the "GMS License") pertaining to Partnership's use of the Premises; and

WHEREAS, the Parties desire to amend the GMS License as herein provided and such action is in the best interest of the Parties; and

WHEREAS, capitalized terms set forth in this First Amendment shall have the meanings set forth in the GMS License if not otherwise defined herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties wish to amend the GMS License as follows:



1. **Revised License Fee Schedule.** Exhibit "C" License Fee Schedule to the GMS License is deleted and a new Exhibit "C," attached hereto and made a part hereof, is substituted in lieu thereof.

2. **Effect of First Amendment on GMS License.** All other terms and conditions of the GMS License not modified herein, shall remain in full force and effect.

4. **First Amendment Effective Date.** This First Amendment shall become effective on the date upon which it has been executed by all Parties.

[signatures appear on the next page]

IN WITNESS WHEREOF, the Parties hereto have signed and dated this First Amendment as of the day and year first above written.

TAMPA SPORTS AUTHORITY

By: Eric D. Hart

Name: Eric Hart

Title: President/CEO

Date signed: 10/25/16

Approved as to Form and Legality
As to Tampa Sports Authority

Steven A. Anderson

Steven A. Anderson, General Counsel

NEW YORK YANKEES

By: Martinique Holdings, Inc.

By: Harold Z. Steinbrenner

Harold Z. Steinbrenner, President

Title: Managing General Partner

Date signed: 10/25/16

ATTEST:

CLERK OF THE CIRCUIT COURT

FLORIDA

By: Diana Nelson

Deputy Clerk

Date signed: 10/28/16



HILLSBOROUGH COUNTY,

By: Lesley "Les" Miller Jr.

Lesley "Les" Miller Jr., Chair

Hillsborough County Board of
County Commissioners

Date signed: 10/28/16

Approved, as to Form and Legality
as to Hillsborough County

Samuel S. Hamilton

Senior Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 16-1145

Exhibit C
George M. Steinbrenner Field License Fees

Date	License Fee
Effective Date*	\$ 259,294.97
5/30/2017	\$ 223,251.85
8/30/2017	\$ 223,251.85
5/30/2018	\$ 206,501.85
8/30/2018	\$ 206,501.85
5/30/2019	\$ 206,501.85
8/30/2019	\$ 206,501.85
5/30/2020	\$ 210,213.65
8/30/2020	\$ 210,213.65
5/30/2021	\$ 210,213.65
8/30/2021	\$ 210,213.65
5/30/2022	\$ 210,213.65
8/30/2022	\$ 210,213.65
5/30/2023	\$ 210,213.65
8/30/2023	\$ 210,213.65
5/30/2024	\$ 247,063.65
8/30/2024	\$ 247,063.65
5/30/2025	\$ 247,063.65
8/30/2025	\$ 247,063.65
5/30/2026	\$ 247,063.65
8/30/2026	\$ 247,063.65
5/30/2027	\$ 247,063.65
8/30/2027	\$ 247,063.65
5/30/2028	\$ 247,063.65
8/30/2028	\$ 247,063.65
5/30/2029	\$ 247,063.65
8/30/2029	\$ 247,063.65
5/30/2030	\$ 247,063.65
8/30/2030	\$ 247,063.65
5/30/2031	\$ 247,063.65
8/30/2031	\$ 247,063.65
5/30/2032	\$ 247,063.65
9/30/2032	\$ 247,063.65
5/30/2033	\$ 247,063.65
8/30/2033	\$ 247,063.65
5/30/2034	\$ 247,063.65
8/30/2034	\$ 247,063.65
5/30/2035	\$ 247,063.65
8/30/2035	\$ 247,063.65
5/30/2036	\$ 92,963.65

Date	License Fee
8/30/2036	\$ 92,963.65
5/30/2037	\$ 92,963.65
8/30/2037	\$ 92,963.65
5/30/2038	\$ 92,963.65
8/30/2038	\$ 92,963.65
5/30/2039	\$ 92,963.65
8/30/2039	\$ 92,963.65
5/30/2040	\$ 92,963.65
8/30/2040	\$ 92,963.65
5/30/2041	\$ 92,963.65
8/30/2041	\$ 92,963.65
5/30/2042	\$ 92,963.65
8/30/2042	\$ 92,963.65
5/30/2043	\$ 92,963.65
8/30/2043	\$ 92,963.65
5/30/2044	\$ 92,963.65
8/30/2044	\$ 92,963.65
5/30/2045	\$ 92,963.65
8/30/2045	\$ 92,963.65
5/30/2046	\$ 92,963.65
8/30/2046	\$ 92,963.65
12/31/2046	Expiration
Total	\$11,188,243

*Section 4.2 of the Agreement shall not apply to the license fee payable on the Effective Date.



CERTIFICATION OF AUTHENTICITY

The undersigned officer of the Tampa Sports Authority does hereby certify that the attached document is a true and authentic copy of the New York Yankees Facility Renovation Agreement by and between the Tampa Sports Authority, Hillsborough County and the New York Yankees dated April 20, 2016 as maintained in the official records of the Tampa Sports Authority, an Independent Special District of the State of Florida.

Dated this 28th day of August, 2020, in Tampa, Florida.

Eric D. Hart, President/CEO
Tampa Sports Authority

**NEW YORK YANKEES
FACILITY RENOVATION AGREEMENT**

April 20, 2016

BETWEEN:

THE TAMPA SPORTS AUTHORITY,
a public agency and
Independent Special District of
the State of Florida ("TSA")

AND

NEW YORK YANKEES PARTNERSHIP,
an Ohio Limited Partnership ("Partnership")

AND

HILLSBOROUGH COUNTY, FLORIDA,
a Political Subdivision of the State of Florida ("County")

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NEW YORK YANKEES
FACILITY RENOVATION AGREEMENT

This Facility Renovation Agreement (“Agreement”) is entered into as of the 20th day of April, 2016 (the “Effective Date”), by and between the TAMPA SPORTS AUTHORITY, a body politic and an independent special district under the laws of the State of Florida (“TSA”), NEW YORK YANKEES PARTNERSHIP, an Ohio limited Partnership (“Partnership”), and HILLSBOROUGH COUNTY, FLORIDA (“County”). The foregoing entities are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

Recitals

WHEREAS, TSA, Partnership and County are parties to a License Agreement originally dated January 14, 1994 and amended and restated on date hereof (the “GMS License Agreement”) which grants Partnership a license to use certain real property, a 10,000 seat baseball stadium and related spring training facilities in Tampa, Florida (the “GMS Facility”); and

WHEREAS, County owns the GMS Facility and TSA manages it and, as such, both have an interest in maintaining the appearance, value and useful life of the GMS Facility; and

WHEREAS, TSA and Partnership are also parties to a second License Agreement, originally dated August 21, 1989, which is also amended and

restated on same date hereof (the "Himes License Agreement") which grants Partnership a license to use certain real property, including structures and other professional baseball training facilities serving as an appurtenance to Partnership's Major League team, Minor League affiliates and other related activities, all of which support and serve Partnership's spring training activities (the "Himes Facility"); and

WHEREAS, the GMS Facility and the Himes Facility (sometimes collectively referred to as the "Facilities") are both essential components of Partnership's professional baseball spring training and professional player development operations in Tampa; and

WHEREAS, the Parties agree that it is in the public interest to maintain the Facilities in good repair and condition in a manner consistent with current standards and conditions prevailing at similarly situated major league baseball training facilities existing within the State of Florida and that a need exists for a coordinated effort between the Parties to renovate and improve the Facilities; and

WHEREAS, pursuant to the GMS License Agreement and Himes License Agreement, Partnership has certain rights to perform or cause to be performed, at its sole expense, permanent improvements, renovations, alterations or additions to the GMS Facility and the Himes Facility, respectively; and

WHEREAS, in 1996 TSA transferred fee simple interest in the land upon which the Himes Facility is situated to the Hillsborough County Aviation Authority, and entered into related agreements whereby TSA and Partnership

retained long term rights of use in the Himes Facility and thus also have an interest in maintaining the appearance, value and useful life of the Himes Facility; and

WHEREAS, Partnership has caused certain improvements, additions and renovations to be made to both Facilities at a cost of \$6,245,041, a list of which is attached hereto as Exhibit "A" ("Previously Completed Facilities Improvements"); and

WHEREAS, Partnership is desirous of making and paying for additional improvements to the Himes Facility (the "Planned Himes Facility Improvements"); and

WHEREAS, Partnership is desirous of making and paying for a portion of the cost of additional improvements to the GMS Facility, which is owned by County and managed by TSA (the "Planned GMS Facility Improvements"), and County and TSA agree to provide or cause to be provided certain funding through TSA for a portion of the cost of the Planned GMS Facility Improvements, pursuant to the terms and conditions of this Agreement. The Planned Himes Facility Improvements and the Planned GMS Facility Improvements are listed in Exhibit "B" hereto and are sometimes collectively referred to as the "Projects"); and

WHEREAS, in conjunction with their desire to provide certain assistance and funding toward the Planned GMS Facility Improvements, TSA or the County intends to file an application with the State of Florida, Department of Economic Opportunity, pursuant to Section 288.11631, Florida Statutes, for

certification to receive state funding for a facility for a spring training franchise for a portion of the cost of the Planned GMS Facility Improvements, and, except as otherwise expressly provided for in this Agreement, it is the agreement of the Parties that the rights and obligations arising from and under this Agreement shall be contingent upon obtaining such certification and funding by the State in the amount applied for; and

WHEREAS, in consideration for TSA and County entering into this Agreement to provide the reimbursements as herein described, Partnership will, in addition to making and paying for the Previously Completed Facilities Improvements at a cost of \$6,245,041; (i) make and pay for the Planned Himes Facility Improvements as provided for in this Agreement at an approximate cost of \$4,136,600, (ii) make the Planned GMS Facility Improvements and pay a portion of the cost thereof in the minimum amount of at least \$659,305 (the "Partnership Equity") without reimbursement, and (iii) enter into on the Effective Date hereof an amendment and restatement of the GMS License Agreement (the "Amended GMS License Agreement") and an amendment and restatement of the Himes License Agreement (the "Amended Himes License Agreement"), the terms of which provide for, among other things, a term of approximately thirty (30) years, commencing on the Effective Date, for Partnership's license of the Facilities and the payment of license fees as set forth in Exhibit "C" of the Amended GMS License Agreement and Amended Himes License Agreement, respectively; and

WHEREAS, the Parties recognize that an aggregation of funds available to the Parties for purposes of constructing the Projects and a coordination of

resources and efforts would dramatically increase efficiencies in completing the Projects.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. **The Projects**. Partnership agrees, at its sole expense, to design, construct and complete the Projects, consisting of "Planned GMS Facility Improvements" and the "Planned Himes Facility Improvements", all in accordance with applicable law, codes and ordinances. In connection therewith, Partnership has contracted directly with a licensed architectural firm (the "Architect") to prepare the design of the Projects. Partnership shall cause the Architect to prepare drawings and specifications for the Projects for review and approval by TSA, which approval shall not be unreasonably withheld or delayed, as provided in the attached Design Review and Construction Protocol and Procedures (Exhibit "C"). Also, Partnership, at its sole expense, shall also engage a general contractor (the "Contractor") and such other companies and individuals (but not including employees and staff of Partnership and affiliates) as may be approved by TSA to complete the Projects. The entire agreement, including the construction schedule (the "Contractor's Agreement") shall be subject to prior approval by TSA, which approval shall not be unreasonably withheld or delayed. The workmanship and materials used in the construction of the Projects shall be of quality at least comparable to the workmanship and materials used in the original construction of the GMS Facility or the Himes Facility, as the case may be. Partnership shall cause TSA and County to be

named as third party beneficiaries to Partnership's agreements with both the Architect and the Contractor.

2. **Scope of Work.**

A. The Planned GMS Facility Improvements consist of 35 projects ("GMS Projects") which have been identified, are currently in the design stage, and are listed on Exhibit "B". Exhibit "B" also identifies the estimated cost to complete each GMS Project. The Parties acknowledge and agree that the monetary amounts for each of the GMS Projects provided for in Exhibit "B" are estimates, and that, subject to the approval of TSA and the terms and conditions of this Agreement, including, but not limited to the Reimbursement Cap (hereafter defined), Partnership may allocate such amounts among the GMS Projects as required for the completion thereof.

B. The Planned Himes Facility Improvements consists of one project ("the Himes Project") which is currently in the design stage, and is also included in Exhibit "B". The monetary amount for the Himes Project stated on Exhibit "B" is also an estimate but there shall not be allowed any allocation between the GMS Projects and the Himes Project, except as specifically provided for under Section 3.D. herein.

C. The Planned GMS Facility Improvements and the Planned Himes Facility Improvement are hereby approved, subject to approved design and completed construction as required herein.

D. TSA and County, combined, shall not be responsible for any financial contribution, reimbursement or expenditure in excess of \$35,765,396 relating to the Planned GMS Facility Improvements (the "Reimbursement Cap"). The Parties acknowledge and agree that the foregoing amount is comprised of the sum of net proceeds, after reserves, underwriting discount and

issuance costs of the Bonds (hereinafter defined) payable from the Fourth Percent TDT (hereinafter defined) as described in Section 3.G. of this Agreement, in an amount estimated to be \$22,130,146 and net proceeds after underwriting discount, issuance costs and certain pre-development costs of the Bonds payable from the State Sales Tax Payments (hereinafter defined) as described in Section 3.H. of this Agreement, in an amount estimated to be \$13,635,250. Neither TSA nor County shall have any responsibility for any financial contribution, reimbursement or expenditure relating to the Planned Himes Facility Improvement, it being acknowledged by the Parties that Partnership shall be responsible for the entirety of the cost of the Planned Himes Facility Improvement and that said Planned Himes Facility Improvement shall not be reimbursable hereunder. Partnership does hereby guarantee the full and satisfactory completion of all Projects as described in Exhibit "B" in accordance with the timeline set forth in the Contractor's Agreement as provided for in the following paragraph. Moreover, Partnership is responsible for paying for any and all costs of designing and constructing the Projects in excess of the Reimbursement Cap. The Contractor's Agreement will include a construction schedule for each Project listed in Exhibit "B" which is within Contractor's Scope of Work.

E. Partnership's obligation to timely complete the Projects shall be subject only to delays of Partnership or the Contractor which are beyond the reasonable control of, and are not caused by the fault or negligence of Partnership or the Contractor; which directly impact the Projects and wholly or partially prevent the performance of any of the duties, responsibilities or obligations of Partnership or the Contractor, including (i) acts of God, (ii) an act of the public enemy, (iii) fire, explosion or other serious casualty, (iv) unusually severe weather (such as hurricane, earthquake or flood), (v) war directly

involving the United States (whether declared or not), including war-like circumstances, invasion, mobilization, revolution or rebellion, (vi) terrorist activities, riot or civil commotion, (vii) strike, work-stoppage or other labor disturbance, (viii) military usurpation of power or (ix) the imposition of new regulation or orders of governmental authority.

F. Partnership will ensure that all Projects are completed and have received final approval as described in Paragraph 10 of Exhibit "C" of this Agreement ("Final Approval") prior to February 28, 2018. TSA shall reimburse Partnership for the cost of the GMS Projects as provided in, and subject to the terms and conditions of this Agreement, provided that TSA and the County, combined, shall not be responsible for any financial contribution, reimbursement or expenditure in excess of the Reimbursement Cap.

G. In addition to other obligations set forth herein, Partnership and TSA agree to abide by, and Partnership agrees to require its Contractor to abide by and follow, the protocols, procedures and scheduling set forth in Exhibit "C" hereto. Partnership shall promptly and completely pay for all design and construction of the Projects, including builder's risk insurance for the Projects, and does hereby guarantee full and satisfactory completion of the Projects, which guarantee is in addition to the payment and performance bonds which shall be required of the Contractor.

3. Reimbursements from TSA to Partnership for GMS Projects.

A. Upon: (i) TSA's Final Approval of a GMS Project (ii) payment therefor by Partnership, and (iii) satisfaction of the requirements of Sections 3.A., 3.B. and 3.C., Partnership shall be entitled to request reimbursement from TSA as provided in this Section 3 for each such GMS Project, up to, but not to exceed, the Reimbursement Cap, but subject to the

following: (i) Partnership shall not be entitled to request reimbursement for the first \$659,305 of costs of the GMS Projects (the "Partnership Equity"), and (ii) the final reimbursement of up to \$4,136,600 of costs of the GMS Projects (the "Reimbursement Holdback") shall not be reimbursed until the conditions set forth in Sections 3.A., 3.B., 3.C. and 3.D. are satisfied.

B. Except for the Partnership Equity and the Reimbursement Holdback, at such time as the requirements of Section 3.A. have been satisfied, evidencing, among other things, that Partnership has constructed, in conformance with the drawings and specifications approved by TSA, and paid for a GMS Project, and submittal by Partnership of a request for reimbursement in form reasonably acceptable to TSA, TSA shall thereafter reimburse Partnership within thirty (30) days of TSA's receipt of the documentation identified in Section 3.A. above and Section 3.C. below, in satisfactory form and content, for Partnership expenditures for each such GMS Project that has been completed and approved by TSA in accordance with this Agreement; except, however, as permitted by Section 2.A. hereof, including approval by TSA after the submission of drawings and specifications, the total amount of reimbursement for an individual GMS Project shall not exceed the total cost value of said GMS Project as listed on Exhibit "B" hereto.

C. Upon completion of each Project as approved by TSA, Partnership shall submit to TSA the following documentation: (i) documentation demonstrating that Partnership has expended the Partnership Equity for GMS Projects; (ii) a certification to TSA that the Project has been completed and finally accepted, together with lien waivers from the Contractor and all other third party contractors, subcontractors and materialmen; (iii) documentation of the out-of-pocket costs incurred by Partnership in designing

and constructing the Project; (iv) a certificate from the Architect, in a form as TSA may reasonably request, that the Project has been constructed in substantial conformance with the Architect's drawings and specifications; and (v) a certificate from the Architect, in a form as TSA may reasonably request, that the out-of-pocket costs incurred by Partnership in designing and constructing the Project constitute commercially reasonable costs for the Project.

D. In addition to satisfying the requirements provided for in Sections 3.A, 3.B. and 3.C., Partnership shall not be entitled to reimbursement for the Reimbursement Holdback until Partnership receives Final Approval for the Himes Project. In the event Partnership does not expend at least \$4,136,000 in costs for the Himes Project, Partnership shall not be reimbursed for the difference between \$4,136,000 and the actual expenditures for the Himes Project unless, and only to the extent, Partnership spends at least such difference on GMS Projects.

E. Notwithstanding anything in this Section 3 to the contrary, requests for direct purchases by TSA of certain specific material and equipment, as described in Section 6, may be initiated at any time, in Partnership's reasonable discretion, provided that all conditions and procedures and limitations of Section 6 are satisfied.

F. TSA and County acknowledge their obligation to take such actions as are described in this Agreement in order to provide for the financing of TSA's reimbursements to Partnership in accordance with this Agreement. Unless an alternative method of financing is otherwise determined by the County in its sole and absolute discretion, the County or TSA shall issue from

time to time revenue bonds or other evidence of indebtedness, the interest paid on which bonds or indebtedness may or may not be exempt from federal income taxation (collectively, the "Bonds") to finance the reimbursements to be made by TSA to Partnership as provided for in this Agreement and to finance the expenses described in Section 9.A. of this Agreement. For purposes of this Agreement, the Bonds shall include any revenue bonds or other evidence of indebtedness issued to refund or otherwise refinance the Bonds. Unless otherwise determined by the County in its sole and absolute discretion to raise funds in an alternative method, the Parties acknowledge that the proceeds of at least two (2) series of the Bonds as described in Sections 3.G. and 3.H. below shall be dedicated as the sole source of funds to be provided to fund such reimbursements.

G. Unless an alternative method of financing is otherwise determined by County in its sole and absolute discretion, one (1) of the series of the Bonds to be issued to finance and/or refinance the reimbursements to be made by TSA to Partnership as provided for in this Agreement, shall be payable solely from the County contribution of legally available revenues received by the County from the additional one percent (1%) tourist development tax that the County is authorized to levy, impose and collect pursuant to Section 125.0104(3)(1), Florida Statutes, as amended, in an amount sufficient to fund all debt service requirements of this particular series of Bonds (the "Fourth Percent TDT"), subject and subordinate in all respects to obligations for indebtedness other than the Bonds heretofore or hereinafter incurred and secured by, or paid with, the Fourth Percent TDT and any obligations for County and TSA indebtedness issued on a parity therewith and the reserve requirements provided

for in Section 4.D.2. of Hillsborough County Ordinance 78-10, as amended by Section 2 of Hillsborough County Ordinance 03-3.

H. Unless an alternative method of financing is otherwise determined by the County in its sole and absolute discretion, another of the series of the Bonds to be issued to finance and/or refinance the reimbursements to be made by TSA to Partnership as provided for in this Agreement, shall be payable solely from the sales tax payments received from the State of Florida pursuant to Section 288.11631, Florida Statutes (the "State Sales Tax Payments"), as provided in Section 14 below.

I. Notwithstanding anything herein to the contrary, neither the obligation to issue the Bonds by County or TSA as provided for in this Agreement nor County's and TSA's other obligations under this Agreement, create any lien upon or pledge of the Fourth Percent TDT nor is County precluded from pledging in the future the Fourth Percent TDT, nor do such obligations give any person any form of claim on the Fourth Percent TDT as opposed to claims of general creditors of the County. Moreover, in no event shall the obligation to issue the Bonds as provided for in this Agreement nor County's and TSA's other obligations under this Agreement be or constitute a general obligation or indebtedness of the County or TSA, a pledge of the ad valorem taxing power of the County or a general obligation or indebtedness of the County or TSA within the meaning of the Constitution of the State of Florida or any other applicable law. No person shall ever have the right to compel the exercise of the ad valorem taxing power of the County, or any other governmental entity or taxation in any form on any real or personal property to satisfy County's obligation to issue the Bonds under this Agreement or satisfy any other County or TSA obligations provided for in this Agreement.

4. **Compliance with Laws and Hillsborough County DM/DWBE Guidelines.**

A. Partnership shall comply with, and shall cause the Contractor and the Architect to comply with all applicable laws, regulations, codes and rules governing the design, construction and completion of the Projects, including but not limited to, those relating to ADA. Partnership shall cause the Contractor to make good faith efforts in contracting for services and/or materials to achieve the minority and women employment representations in each applicable trade area as established by the U.S. Department of Labor for the Standard Metropolitan Statistical Area that includes Hillsborough County. When practicable, the Contractor shall make use of County's policies and procedures regarding the utilization of Disadvantaged Minority/Disadvantaged Women Business Enterprises and Small Business Enterprises, to identify prequalified subcontractors with whom to contract in order to facilitate achievement of such minority and women participation.

B. Partnership shall also comply with: (i) Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance), as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices; and (ii) the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented,

which laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

5. **Authority.** The President/CEO of TSA has been authorized by TSA to exercise day to day decision making on behalf of TSA relating to the Projects and the implementation of this Agreement, subject to the limitations and specific provisions of the Resolution granting such authorization. Upon adoption of such Resolution by the TSA board, any directive, consent or decision relating to this Agreement and its performance bearing the signature of the President/CEO shall carry a presumption that it is valid and enforceable as an act of TSA.

6. **Direct Purchases.**

Partnership may, in its reasonable discretion, make written requests for TSA to direct purchase certain specific material and equipment for the Projects that shall be owned by TSA or County. Any such request shall be subject to approval by TSA. In the event Partnership makes such a written request, in its reasonable discretion, and the purchase arrangements for such specific material and equipment hereunder should ever be disapproved by the Florida Department of Revenue (the "FDOR"), or held to be invalid by a final, non-appealable judicial order, then TSA shall pay any applicable sales taxes on the requested purchases, plus any interest and penalties, subject to other applicable terms hereof. The obligations of TSA under the terms of this Section 6, and specifically its duty to directly purchase any item hereunder, are strictly conditioned upon Partnership (i) establishing a non-recourse revolving line of credit in favor of TSA, and in form acceptable to TSA, in the amount of such

purchase orders and (ii) following the TSA procedures for processing direct purchases hereunder, which procedures are attached hereto as Exhibit "D", and which are hereby agreed to by Partnership. Moreover, Partnership agrees that it will not request or be entitled to any reimbursement pursuant to Section 3 of this Agreement for any Projects or portion thereof purchased directly by TSA pursuant to this Section 6.

7. Indemnification.

A. Only with respect to the specific Projects governed by this Agreement, Partnership shall defend, indemnify and hold harmless TSA, County, their officers, employees, and agents (collectively, the "Indemnitees") from and against any and all losses, liabilities, costs, expenses, damages, claims, demands, actions, suits, judgments and other obligations, including without limitation, reasonable attorneys' fees, expenses and court costs at an administrative level, administrative hearings, trial and all appellate levels (collectively, "Adverse Consequences") arising from or as a result of, or in connection with, any action or claim by a third party, including the FDOR, (i) asserting that the requirements of Section 287.055 or 255.20, Florida Statutes, TSA's enabling act or other applicable procurement or tax laws or regulations have been violated as a result of the Parties' adoption or implementation of the procedures for the design, construction and completion of the Projects as provided in this Agreement, including, but not limited to TSA's direct purchase of certain material and equipment therefor as set forth in this Agreement, or any action taken by TSA in connection therewith, (ii) asserting that sales taxes, penalties or interest are due and payable on TSA's purchase of certain material and equipment pursuant to this Agreement, or (iii) creating any occurrence or

event under this Section 7 resulting in a duty of TSA to pay sales taxes, penalties or interest.

B. Only with respect to the specific Projects governed by this Agreement, Partnership shall also defend, indemnify and hold harmless the Indemnitees from Adverse Consequences arising from a negligent act or omission by Partnership or Contractor, or their officers, agents, employees, contractors, guests and invitees, or the breach in the performance of Partnership or Contractor under any contract relating to the Projects, including purchase orders or other documentation for the design, insurance, fabrication, delivery, installation or construction of such material and equipment, including claims for personal injury, death or property/equipment damage.

C. Any third party claim described in Sections 7.A. and 7.B. above is hereafter defined as a "Third Party Claim."

D. In the event of a Third Party Claim, the Indemnitees shall promptly notify Partnership thereof in writing; provided, however, that no delay on the part of the Indemnitees in notifying Partnership shall relieve Partnership from any obligation hereunder unless (and then solely to the extent) Partnership thereby is prejudiced.

E. Partnership shall have the right to defend the Indemnitees against the Third Party Claim with counsel of its choice satisfactory to the Indemnitees so long as (i) Partnership notifies the Indemnitees in writing within fifteen (15) calendar days after the Indemnitees have given notice of the Third Party Claim that Partnership shall defend the Indemnitees from and against the entirety of any Adverse Consequences the Indemnitees may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party

Claim, and (ii) Partnership conducts the defense of the Third Party Claim actively and diligently.

F. So long as Partnership is conducting the defense of the Third Party Claim in accordance with Sections 7.A. through 7.E. above, (i) the Indemnitees may retain separate co-counsel at their sole cost and expense and participate in the defense of the Third Party Claim, (ii) the Indemnitees shall not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of Partnership, and (iii) Partnership shall not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnitees.

G. If any of the conditions in Sections 7.A. through 7.E. above is or becomes unsatisfied, however, (i) the Indemnitees may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third Party Claim in any manner they may deem appropriate (provided that the Indemnitees need not consult with, or obtain any consent from Partnership, but shall give prior notice thereof to Partnership), (ii) Partnership shall reimburse the Indemnitees promptly and periodically for the costs of defending against the Third Party Claim (including, without limitation, reasonable attorneys' fees, expenses and court costs at an administrative level, administrative hearings, trial and all appellate levels), and (iii) Partnership shall remain responsible for any Adverse Consequences the Indemnitees may suffer resulting from, arising out of, relating, to, in the nature of, or caused by the Third Party Claim to the fullest extent provided in this Section 7.

H. So long as Partnership is conducting the defense of any Third Party Claim in accordance with Sections 7.A. through 7.E. above, the Indemnitees shall provide reasonable assistance to Partnership in the defense of such Third Party Claim.

I. The Parties agree and stipulate that this Agreement does not constitute a "construction contract" under the provisions of Section 725.06, Florida Statutes.

8. THIS SECTION INTENTIONALLY LEFT BLANK

9. Design Review, Project Administration and Legal Costs.

A. All reasonable costs and fees paid by TSA to its design review consultants, its project administration consultants and its attorneys in connection with this Agreement and TSA's performance of its obligations and rights hereunder, the Amended GMS License Agreement, the Amended Himes License Agreement, and all Resolutions, Exhibits and other documents and activities reasonably relating thereto (the "Renovation Documents"), together with all reasonable costs, (including, but not limited to, any underwriting discount, rating agency fees and printing expenses), reasonably required debt service reserve funds, and fees of County's and TSA's Financial Advisor, Bond Counsel and Disclosure Counsel in connection with the Bonds, in the estimated amount of \$2,289,604, shall be funded out of the proceeds of the Bonds, provided that no such costs and fees shall reduce the Reimbursement Cap.

B. In the event this Agreement terminates pursuant to Section 14 below or for any other reason other than as a result of a breach of this

Agreement by County or TSA, then Partnership agrees to reimburse TSA and County for the cost of their design review consultants, project administration consultants and attorneys in connection with the Renovation Documents, the Bonds, and any professionals, consultants or auditors employed or contracted by the TSA or County in order to comply with Chapter 288, Florida Statutes, rules of the Department of Economic Opportunity ("DEO"), the FDOR or of this Agreement, provided that Partnership's total liability under this Section 9.B. shall not exceed \$150,000. Partnership shall have the right to receive copies of, but not approve, all invoices which it is required to reimburse pursuant to this Section 9.B.

10. Post Construction Contract Administration.

A. Partnership shall diligently acquire and maintain all contract documents, including but not limited to final, revised plans, specifications, change orders, manuals and warranties, and as-built plans (if created) and shall provide copies to TSA. Partnership shall be responsible for post construction administration, including but not limited to preparation of punch lists, punch list inspections and follow through, Final Approval inspections, warranty notices and documents relating to contract and warranty enforcement, correction and/or repair of errors and defects, and maintenance of legal actions relating to any breach of contract, breach of warranty and/or defective construction.

B. Partnership shall take all actions necessary, including but not limited to making demands on the Architect, the Contractor or others, filing and maintaining legal actions or other proceedings to protect the Facilities and to enforce the rights of Partnership, County and TSA with regard to same. The foregoing shall apply to all construction and contracts, except as to items directly purchased by TSA. As to those items purchased by TSA, Partnership

shall conduct periodic inspections and report any defects or potential warranty claims to TSA. Enforcement of warranty or defective construction claims on those items shall be the responsibility of TSA. However, Partnership shall reimburse TSA for all third party costs reasonably incurred by TSA, including but not limited to correction/repair costs, legal, architectural, engineering and other professional or expert costs and fees incurred by TSA in relation to or arising from its enforcement and claims administration activities as set forth in this Section 10.A. and 10.B., whether directly purchased by TSA or not; provided Partnership is given at least 5 days advance written notice of TSA's intent to incur these third party costs, except that in emergency situations TSA shall provide reasonable advance notice. Partnership shall have the right to receive copies of, but not approve, all invoices which it is required to reimburse pursuant to this Section 10.B.

11. **Time of the Essence.** Time is of the essence in the performance of all Parties' obligations contemplated hereunder. Partnership shall cause a "Time of the Essence" clause, as well as default provisions, to be placed in the Contractor's Agreement.

12. **Adoption of Certain Definitions.** All terms used in this Agreement in capitalized form, unless otherwise defined in this Agreement, shall have the same meanings as ascribed to them in the Amended GMS License Agreement.

13. **Governing Law and Dispute Resolution.** This Agreement shall be governed and enforced in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be resolved by a

state court of appropriate jurisdiction in Hillsborough County, Florida, it being agreed hereby that both venue and jurisdiction are appropriate in said state courts.

14. Application for, Certification and Agreement to Receive State Funding; Agreement Contingencies.

A. TSA and County acknowledge that the completion of the Projects contemplated by this Agreement will serve a paramount public purpose. As a result, within 30 days following the execution and delivery of this Agreement and the delivery to TSA of a fully and correctly completed application and all documents and information required or requested by the State of Florida and any documentation reasonably requested by TSA, TSA or County shall file an application as deemed appropriate by the Applicant, for certification pursuant to Section 288.11631, Florida Statutes, for retention of a Major League Baseball spring training baseball franchise. The Parties agree that the rights and obligations arising from and under this Agreement, including but not limited to, the obligation of Partnership to construct and fund the Projects, the obligation of TSA to reimburse Partnership as provided for in this Agreement, and the obligation to provide for the financing of such reimbursement provided for in Section 3.F. of this Agreement, shall be contingent upon TSA's or County's receipt of certification to receive State funding for a facility for a spring training franchise pursuant to Section 288.11631, Florida Statutes, in an amount sufficient to generate at least \$13,635,250 (in the estimation of the County's Financial Advisor based on market conditions then existing) in net proceeds from the issuance of the Bonds payable from the State Sales Tax Payments after underwriting discount, issuance costs and certain pre-development costs estimated to total \$489,750 as


described in Section 3.H. of this Agreement (the "Minimum Amount") and execution of an agreement by TSA or County and DEO providing for, among other things, an award of State funding to be distributed which award is sufficient to generate at least the Minimum Amount (collectively, the "Certification"). Should the Certification fail to occur on or before September 1, 2016, or up to sixty (60) days thereafter if approved by Partnership, TSA and the County Administrator of County, the Renovation Documents shall be automatically terminated, and shall be null and void, unless otherwise mutually agreed in writing by all Parties or unless Partnership elects to prevent such termination as provided below. The foregoing notwithstanding, in the event the Certification is to receive State funding in an amount less than the Minimum Amount, Partnership shall have the right to prevent the termination of the Renovation Documents by agreeing to provide additional funds to offset the insufficiency by providing TSA and County written notice thereof within thirty (30) days following the Certification. In the event Partnership exercises such right, the first (\$35,765,396) and third (\$13,635,250) monetary amounts provided for in Section 2.D. of this Agreement shall be deemed to be reduced by, and the third (\$659,305) monetary amount provided for in the twelfth recital clause and the first (\$659,305) monetary amount provided for in Section 3.A. of this Agreement shall be deemed to be increased by, the difference between \$13,635,250 and the monetary amount in net proceeds from the issuance of the Bonds payable from the State Sales Tax Payments after underwriting discount, issuance costs and certain pre-development costs resulting from the actual award from the State in the estimation of County's Financial Advisor based on market conditions then existing.

B. Although TSA or County shall be the applicant under the provisions of Section 288. 11631, Florida Statutes, it is agreed that the

assistance and full cooperation of Partnership shall be essential to the success of the application. As a result, Partnership agrees to promptly provide such assistance and information as may be reasonably requested by TSA or County in relation to the application process, shall provide in good faith any and all data or information provided by Partnership in connection therewith, and does hereby agree to indemnify, defend and hold harmless TSA and County from and against all claims, losses, suits and costs relating to any inaccuracy of the information and data provided by Partnership during the application process and thereafter, should funding by the State occur.

C. Partnership agrees to fully abide by and adhere to all requirements and obligations arising from Chapter 288 Florida Statutes, rules of the DEO or of this Agreement, to provide full and expeditious assistance to TSA and County in formulating and providing reports and data required by the DEO or the State of Florida. Partnership further agrees to reimburse TSA and County on an annual basis, for (i) fifty percent (50%) of the initial \$10,000 of the cost of any professionals, consultants or auditors employed or contracted by the TSA or County in order to comply with Chapter 288, Florida Statutes, rules of the DEO, the FDOR or of this Agreement and (ii) one hundred percent (100%) of the amount, if any, that such cost exceeds \$10,000.

15. **Prevailing Party.** In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any




applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

16. **Recitals.** The introductory recitals of this Agreement are true and correct and are incorporated in this Agreement by reference.

(signatures appear on the following page)

IN WITNESS WHEREOF, the Parties hereto have signed and dated this Agreement as of the day and year first above written.

TAMPA SPORTS AUTHORITY

By: 
Eric Hart


Title: President/CEO
Date signed: 4/25/16

*Approved as to Form and Legality
as to Tampa Sports Authority*


Steven A. Anderson, General Counsel

**NEW YORK YANKEES PARTNERSHIP,
an Ohio limited partnership**


By: Martinique Holdings, Inc.

By: 
Harold Z. Steinbrenner, President

Title: Managing General Partner
Date signed: 4-25-16




ATTEST:
CLERK OF THE CIRCUIT COURT

By: 
Deputy Clerk
Date signed: 4/26/16

*Approved as to Form and Legality
as to Hillsborough County*


Samuel S. Hamilton
Senior Assistant County Attorney

HILLSBOROUGH COUNTY, FLORIDA

By: 
Lesley "Les" Miller, Jr., Chair
Hillsborough County Board of
County Commissioners
Date signed: 4/26/16

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 16-0440

EXHIBIT A
Facility Renovation Agreement

PREVIOUSLY COMPLETED FACILITIES IMPROVEMENTS

George M. Steinbrenner Field

Year	Project Description	Total
2013	Indoor Batting Cages	\$ 447,401
2014	Stadium Scoreboard	\$1,388,519
2014	Weight Room Addition (excluding equipment)	\$1,507,705
2014	Locker Room Renovation (including video room addition)	\$ 153,422
	Total	\$3,497,047

Himes Player Development Complex

Year	Project Description	Total
2013/14	Field Renovations	\$1,887,326
2014	Dugout Addition/Improvements	\$ 263,306
2014	Cafeteria and Storage Area	\$ 597,362
	Total	\$2,747,994

Completed Facilities Improvements total	\$6,245,041
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EXHIBIT B
Facility Renovation Agreement

PLANNED FACILITIES IMPROVEMENTS
(Page 1 of 3)

	Entry Plaza	Right Field Entry	Concourse Improvements	RF Bulpen Club	LF Bulpen Club	LF 380' Development
Sitework and Foundations	387,788	163,638	288,031	408,819	426,133	301,788
Structures	910,515	1,325,491	1,538,746	1,728,632	1,315,516	1,850,721
Exterior Envelope	1,324,325	183,284	188,751	1,113,683	1,407,687	438,782
Finishes	288,821	-	274,857	1,040,219	770,387	757,870
Bldg Specialties and Equipment	280,488	180,331	420,725	228,328	227,847	208,042
Building Mechanical Systems	187,251	184,958	388,016	150,809	183,603	38,534
Bldg Electrical Systems	188,431	337,808	181,485	181,437	201,414	188,097
Total Project Costs	3,576,377	2,305,619	3,253,391	4,849,937	4,531,648	3,483,834

Potential TSA Direct Purchase

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	Concourse Restroom Improvements	Phone System Replacement	Data Systems Cabling	Marquee Replacements	Luxury Suites Renovations	Elevator Upgrades
Sitework and Foundations	-	-	-	-	-	-
Structures	-	-	-	-	-	-
Exterior Envelope	-	-	-	-	-	-
Finishes	61,880	-	-	-	247,920	-
Bldg Specialties and Equipment	-	-	-	175,810	-	82,640
Building Mechanical Systems	-	-	-	-	-	-
Bldg Electrical Systems	-	227,260	351,220	-	-	-
Total Project Costs	61,880	227,260	351,220	175,810	247,920	82,640

Potential TSA Direct Purchase

- - - - - -

EXHIBIT B
Facility Renovation Agreement

PLANNED FACILITIES IMPROVEMENTS
(Page 2 of 3)

CF 560* Development	RF 380* Development (Includes Deck)	Main Field Replacement	Warning Track	Community Use Field Replacement	Landscape Renovations	New Roofing	Pumps for Lift Station	Seeding Replacement
280,480	325,691	185,940	10,330	185,940	51,650	-	48,485	-
1,448,509	1,402,997	-	-	-	-	-	-	-
821,007	1,981,343	-	-	-	-	288,560	-	-
88,579	757,868	-	-	-	-	-	-	-
440,579	568,099	-	-	-	-	-	-	774,750
433,305	193,188	-	-	-	-	-	-	-
258,009	276,319	-	-	-	-	-	-	-
3,852,467	5,435,373	185,940	10,330	185,940	51,650	288,560	48,485	774,750
-	-	-	-	-	-	-	-	-

Bridge Improvements	Information & Directional Signage	Fire Pump upgrades	Clubhouse Renovations	Gas Piping - Hot water systems	Kitchen Renovations	Kitchen Equipment	Locker Replacement	Receiving Area Paving
-	-	-	-	-	-	-	-	61,980
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
61,980	-	-	484,850	-	-	-	-	-
-	28,924	-	-	-	330,560	206,600	227,260	61,980
-	-	103,300	-	154,950	-	-	-	-
-	-	-	-	-	-	-	-	-
61,980	28,924	103,300	484,850	154,950	330,560	206,600	227,260	123,960
-	-	-	-	-	-	-	-	-

EXHIBIT B
Facility Renovation Agreement

PLANNED FACILITIES IMPROVEMENTS
(Page 3 of 3)

HVAC Upgrades	Asphalt paving at NE Parking Lot	Lighting for NE parking lot	South Parking Lot Paving Replacement
-	26,858	43,386	154,950
-	-	-	-
-	-	-	-
-	-	-	-
516,500	-	-	-
-	-	-	-
516,500	26,858	43,386	154,950
-	-	-	-

Parking Lot renovations	Sub- Total GMS	Improvements at Himes Facility	Total Program
-	3,297,768	4,136,600	7,434,368
-	11,223,117	-	11,223,117
-	7,819,441	-	7,819,441
-	4,806,912	-	4,806,912
21,693	4,442,533	-	4,442,533
-	2,465,391	-	2,465,391
-	2,369,559	-	2,369,559
21,693	36,424,722	4,136,600	40,561,322
-	-	4,136,600	4,136,600

Exhibit C
Facility Renovation Agreement

Design Documents Review and
Construction Protocol and Procedures

Documents Review Phase

1) Partnership shall provide 100% drawings and specifications along with construction schedules for each Project listed on Exhibit "B" to TSA for review. In acknowledging this is a design-build delivery system for the Projects, TSA agrees that drawings and specifications for certain Projects may be delivered in stages rather than as a complete set of drawings and specifications for such Projects, and that TSA will be asked to approve those drawings and specifications in stages. All drawings and specifications shall be forwarded in electronic format for distribution by Partnership to TSA. Four half sized drawing sets and four sets of specifications in hard copy format shall also be provided directly to TSA for use by its staff. TSA shall conduct a general review of the drawings and specifications and provide comments within fourteen days (14) of receipt.

2) Project(s) may be divided by the Partnership into subprojects for purposes of document review only and not for purposes of Final Approval (defined below) or reimbursement, with a separate schedule of values for each.

3) Some Projects may represent replacement only of specific products/items and will not require construction drawings, only written specifications sufficient to indicate the basis for design.

4) Within fourteen (14) days of TSA providing comments to Partnership as outlined in Paragraph 1 above, the Partnership shall provide any comments responsive to TSA's comments, which shall include specific and actionable suggestions for incorporation of the TSA comments into the documents.

5) Upon reaching an agreement with TSA on the suggestions required by Paragraph 4 above, Partnership's Architect shall submit revised drawings and specifications to TSA in electronic and hard copy format as previously defined for review for compliance with all previous TSA comments. These will represent the bidding/permitting documents.

6) Upon TSA's acceptance of the drawings and specifications for all or a portion of a particular Project, TSA shall provide to Partnership written authorization to proceed with construction.

7) Subsequent to this approval by TSA, any future drawings and specifications that reflect non-material changes to a Project, including changes made through Change Orders under the Contractor's Agreement or otherwise, shall require TSA review and approval in accordance with the above-referenced protocol, except that TSA shall provide its comments to such proposed changes within seven (7) days of receipt of the proposed changes. In addition to TSA review and approval in accordance with the above-referenced protocol, any future drawings and specifications that reflect material changes to a Project shall require County approval. For purposes of this Exhibit "C" and this paragraph #7 specifically, a "material change" shall mean (i) the addition of a new Project, (ii) the deletion or discontinuation of a project listed on Exhibit "B" so that it will not be completed, or (iii) any change that does not provide for at least the functional equivalent of what is to be replaced or redesigned by the change, provided that the possible elimination of the vomitory expansion has already been approved and shall not require County approval.

Construction Phase

8) Once final construction and/or completion of a Project has been approved and accepted by the Partnership and beneficial occupancy can take place,

Partnership shall schedule a walk through with TSA for the purpose of performing a final inspection of each Project as identified on Exhibit "B" to the Facility Renovation Agreement. A punch list of items remaining to be completed on each Project shall be agreed upon.

9) Partnership shall provide to TSA a separate schedule of costs incurred and copies of progress payment requests and payments made by Partnership relating to those requests at the time that the walk through inspection takes place.

Final Approval

10) Upon completion of corrections or completion of punch list items satisfactory to Partnership and TSA, and examination of the documents outlined in paragraph 9 for each Project, TSA shall provide written notice to Partnership that said Project has received final approval for purposes of meeting the requirements for reimbursement under Section 3 of the Facility Renovation Agreement ("Final Approval"). Achieving Final Approval shall not relieve Partnership of any other requirement for reimbursement set forth within Section 3 of the Facility Renovation Agreement.

Exhibit D Facility Renovation Agreement

Direct Purchase Procedures

These procedures are designed for the efficient management and implementation of certain purchases of materials and equipment by the Tampa Sports Authority ("TSA") as part of construction activities under that certain Facility Renovation Agreement to which these procedures are attached as Exhibit D. Unless otherwise specifically provided herein, the terms and words herein shall have the same meaning as within the Facility Renovation Agreement.

A. Administration.

1. All direct purchases shall be administered by and processed through the office of Vice President of Finance, Tampa Sports Authority. Any request for a direct purchase by Partnership should be addressed to:

David Byrne
Vice President of Finance
Dbyrne@TampaSportsAuthority.com

2. In an effort to allow TSA to staff appropriately, Partnership shall provide TSA with a listing of items that will be evaluated for direct purchase by May 31, 2016. This listing will be updated with inclusions/exclusions each month thereafter until the completion of the renovation. This listing will denote the approximate timing of the project/item purchase and will indicate any project/items that will require a pre-bid conference.

3. TSA will process the purchase only if sufficient funds are available to TSA. TSA will notify Partnership immediately of the unavailability of funds for any requested purchase.

B. Purchases through TSA standard procurement process.

1. At a minimum of 30 days prior to the time when Partnership would like the bids received, Partnership will provide to TSA a completed bid form as approved in advance by TSA. This bid form will indicate a Partnership or Contractor representative that can be contacted by the vendors with questions regarding the bid specifications and project. Any changes to the bid form as initially approved by TSA shall be clearly denoted by Partnership for TSA review.

2. TSA shall evaluate the completed bid form. If there are no revisions or clarifications deemed necessary by Partnership and acceptable to TSA, TSA shall then advertise the bid in accordance with TSA procurement requirements.

3. All written questions and answers provided to Partnership or the Contractor representative shall be provided to TSA prior to them being answered, to allow for the proper posting of this information to all potential vendors.

4. 10 days after the bid due date, TSA shall evaluate and rank the responsive bids. Partnership will provide a representative to work with TSA in the bid review process. TSA will provide these rankings to Partnership.

5. Partnership will notify TSA in writing within 30 days of the receipt of the rankings if they would like to proceed with the winning bid. TSA will notify all bidders of the selection or cancelation of the bid.

C. Purchasing through alternative methods.

1. In order to minimize costs and ensure consistency of quality, style, product and design with existing Facility features, as well as Facility Improvements being purchased, constructed or otherwise acquired by Partnership outside of this direct purchase procedure, to the extent practical, TSA will attempt to utilize existing vendors, contractors and professionals contracted by Partnership for the Facility Improvements; provided, however, that all purchases by TSA hereunder shall be in

compliance with laws, regulations or policies applicable to TSA relating to procurement of products, equipment, services, goods and materials.

2. In the case of purchases through alternative methods, subject to prior approval by TSA, Partnership or its Contractor shall negotiate and prepare purchase orders, as agent for the TSA, for the procurement of certain materials and equipment, to be purchased by TSA and incorporated into the project by Partnership or Contractor, that normally would require the payment of Florida sales tax if the purchaser was not a tax-exempt entity ("Materials"). Each purchase order shall define TSA as the purchaser and ultimate consumer of the Materials and will include TSA's State of Florida sales tax exemption number set forth in TSA's Florida Department of Revenue Certificate of Exemption. TSA will provide Partnership or Contractor with purchase orders for this purpose, including applicable warranty requirements.

3. After execution of the purchase orders by TSA, Partnership or Contractor shall submit the purchase orders to the supplier of the Materials (the "Supplier"). TSA will also provide copies of its certificate of exemption, which Partnership or Contractor shall submit to the Supplier along with the executed purchase orders.

D. General provisions relating to all purchases.

1. Partnership or Contractor shall be responsible for ordering, inspecting, accepting delivery, storing, handling, installing, and quality control for the Materials purchased, all in accordance with the terms and conditions of these procedures.

2. Upon submission of the invoice for such Materials by the Supplier to TSA, approval of the invoice by TSA, Partnership or Contractor, and acceptance of the Materials by Partnership and TSA, the invoice (which shall be made out to TSA and not Partnership or Contractor) shall be paid by TSA to the Supplier, contingent upon availability of funds. After payment is made to the Supplier, a deductive Change Order to the Contractor's Agreement shall be issued by Partnership and signed by Contractor reducing the Contract Price by the amount of such direct payment to the Supplier and the corresponding sales tax previously included in the Contract Price for the purchased Materials.

3. Materials shall be delivered by Supplier to the project site. Title to all the Materials shall immediately be vested in TSA as the ultimate consumer, upon acceptance of the Materials and payment by TSA to Supplier. Partnership shall obtain such insurance to protect the Materials from risk of loss prior to incorporation by Construction Manager into the Work.

4. Once the item is received by the Contractor/Partnership, TSA will immediately be provided the receiving documents and accompanying invoice(s). Additionally, TSA will be provided the opportunity to place a County issued property tag on the item.

5. Any costs incurred by TSA as a result of a direct purchase process, including, but not limited to advertising, legal fees or additional staff, will be the responsibility of Partnership. TSA will provide notice to Partnership of an estimate of anticipated additional staff costs in advance of incurring these costs.

Agmt
R
A S

RESOLUTION NO. 2016- 339

A RESOLUTION CONSENTING TO AN AMENDED AND RESTATED HIMES PLAYER DEVELOPMENT COMPLEX LICENSE AGREEMENT, AN AMENDED AND RESTATED GEORGE M. STEINBRENNER FIELD LICENSE AGREEMENT AND NEW YORK YANKEES FACILITY RENOVATION AGREEMENT AMONG THE TAMPA SPORTS AUTHORITY, THE NEW YORK YANKEES PARTNERSHIP AND HILLSBOROUGH COUNTY IN COMPLIANCE WITH SECTION 96-520, LAWS OF FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tampa Sports Authority ("TSA"), the New York Yankees Partnership ("NYYP") and Hillsborough County ("County"), are parties (collectively "Parties"), to a certain License Agreement dated January 14, 1994 (as variously amended), for the use of the real property in the general vicinity of North Dale Mabry Highway and Dr. Martin Luther King, Jr. Blvd., Tampa, Florida, as a baseball stadium and practice facility named George M. Steinbrenner Field; and

WHEREAS on August 21, 1989, the Parties entered into a License Agreement for the use of certain real property and facilities located at the northwest corner of the intersection of Himes Avenue and Columbus Drive for baseball training activities (the Himes Player Development Complex); and

WHEREAS, as part of a general renovation project involving of the licensed facilities, as reflected in the New York Yankees Facility Renovation Agreement, the parties have negotiated Amended and Restated License Agreements for both the George M. Steinbrenner Field and Himes Player Development Complex; and

WHEREAS, the amendments generally extend the terms of the Licenses Agreements, set license fees during the extended terms, and address matters related to maintenance, repairs, insurance, parking and advertising; and

WHEREAS, although the City of Tampa is not an owner of any of the real property involved, nor a party to any of the License Agreements or the Facility Renovation Agreement, the Parties must obtain its consent before any conveyance, lease or encumbrance of the real property under TSA's enabling legislation, Chapter 96-520, Laws of Florida.

B2016-20

NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA**

Section 1. That the City Council of the City of Tampa hereby consents to the Amended and Restated George M. Steinbrenner Filed License Agreement, the Amended and Restated Hines Player Development Complex License Agreement and the New York Yankees Facility Renovation Agreement in the form of the copies attached hereto or in substantially similar form.

Section 2. That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA,
FLORIDA ON MAY 0 5 2016.**


CHAIR/CHAIR PRO-TEM
CITY COUNCIL

ATTEST:


City Clerk/Deputy City Clerk

APPROVED AS TO FORM:

e/s/ Jorge I. Martin
Senior Assistant City Attorney



CERTIFICATION OF AUTHENTICITY

The undersigned officer of the Tampa Sports Authority does hereby certify that the attached document is a true and authentic copy of the First Amendment to New York Yankees Facility Renovation Agreement by and between the Tampa Sports Authority, Hillsborough County and the New York Yankees dated October 25, 2016 as maintained in the official records of the Tampa Sports Authority, an Independent Special District of the State of Florida.

Dated this 28th day of August, 2020, in Tampa, Florida.

A handwritten signature in blue ink, which appears to read "Eric D. Hart", is written over a horizontal line.

Eric D. Hart, President/CEO
Tampa Sports Authority

FIRST AMENDMENT TO
NEW YORK YANKEES FACILITY RENOVATION AGREEMENT

This First Amendment to New York Yankees Facility Renovation Agreement ("First Amendment") is entered into as of the 25th day of October, 2016, by and between the TAMPA SPORTS AUTHORITY, a body politic and an independent special district under the laws of the State of Florida ("TSA"), NEW YORK YANKEES PARTNERSHIP, an Ohio limited Partnership ("Partnership"), and HILLSBOROUGH COUNTY, FLORIDA ("County"). The foregoing entities are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

Recitals

WHEREAS, TSA, Partnership and County are parties to a New York Yankees Facility Renovation Agreement dated as of April 20, 2016 (the "FRA") relating to the design, construction and financing of certain renovation improvements to Partnership's spring training facilities in Tampa, Florida; and

WHEREAS, the Parties desire to amend the FRA as herein provided and such action is in the best interest of the Parties; and

WHEREAS, capitalized terms set forth in this First Amendment shall have the meanings set forth in the FRA if not otherwise defined herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties wish to amend the FRA as follows:

1. Extension of Termination Date. The fourth sentence of Section 14.A. of the FRA is hereby amended to extend the effective termination date of the FRA by removing the date "September 1, 2016" and inserting in lieu thereof the date "December 31, 2016."

The Parties further agree that the ability to extend such date by approval of Partnership, TSA and the County Administrator of County as provided in the fourth sentence of Section 14.A. shall remain applicable and in full effect.

2. **DEO Agreement Terms, Conditions and Indemnifications.** The FRA is amended by adding thereto a new Section 8 to read as follows:

8. Terms, Conditions and Indemnifications Relating to the DEO Agreement.

A. It is contemplated that, in furtherance of the agreement of the Parties to seek certification and funding by the State of Florida pursuant to sections 212.20 and 288.11631, F.S ("the Act"), an agreement between TSA, as the Applicant, and DEO (hereinafter defined) will be entered into entitled "Sports Development Program Agreement (the "DEO Agreement"). The DEO Agreement will govern the rights and obligations of TSA and DEO with respect to funding under the Act.

B. The DEO Agreement, when fully effective, will impose requirements and conditions upon TSA, as Applicant, which requirements relate either to the GMS Projects for which funding from the DEO is being sought or to the funding itself.

(1) Those requirements will include, among other things: (a) the maintenance and production of documentation evidencing compliance with the Act by TSA and Partnership; (b) production of annual reports and accountings of expenditures for the GMS Projects; (c) production of all amendments, modifications, extensions and assignments of the GMS License Agreement, this Agreement and other relevant contracts; (d) production of yearly cost benefit analyses; (e) evidence of efforts to promote the GMS Facility; (f) progress and status reports relating to construction and completion of the GMS Projects; and

(g) such other documentation and information as may be requested by DEO relating to the GMS Projects or to the DEO Agreement. Partnership agrees to assist and support TSA to the fullest extent possible, in complying with any and all such requirements, including, if requested by TSA, the production of documents and information within Partnership's custody, possession and/or control. Partnership shall, on an annual basis, reimburse TSA's costs, consulting, expert and attorneys' fees reasonably expended in the process of complying with the DEO's requirements, said costs and fees to be shared between TSA and Partnership in the manner as provided for under Section 14.C. hereof. As an example, if, in a given year, TSA reasonably incurs \$10,000.00 of costs and fees to comply with DEO's requirements, and \$10,000.00 of costs and fees under Section 14.C., Partnership would reimburse TSA a total of \$15,000.00.

(2) The DEO Agreement will also place contractual responsibility and liability upon TSA, as Applicant, for the work performed and costs incurred, in connection with the GMS Projects, and will require TSA to fully indemnify, protect and hold harmless DEO and the State of Florida from all claims, suits, costs and losses, unless such claims, suits, costs and losses are the result of acts or omissions of DEO. Partnership acknowledges that it has accepted, by virtue of this Agreement, full responsibility for the costs, work and timely completion of the GMS Projects and has agreed to indemnify TSA as provided under Section 7 hereof. In addition to the indemnities provided in Section 7 or otherwise in this Agreement, Partnership shall defend, indemnify and hold harmless TSA from and against any and all Adverse Consequences arising from or as a result of, or in connection with, any action or claim by DEO or the State of Florida under the indemnity provisions of the DEO Agreement, provided, however, that Partnership is not obligated to indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of TSA, and provided further that with

respect to any indemnity claim of DEO against TSA for which TSA seeks indemnity against Partnership, TSA shall have the same obligations to Partnership as DEO has to TSA under the DEO Agreement's indemnity provisions and Partnership shall have the same rights as TSA under those provisions.


(3) The DEO Agreement may require TSA, as the Applicant, to ensure that contracts entered into by TSA or Partnership in connection with the GMS Projects, contain certain provisions requiring compliance with certain requirements, including the DEO Agreement and all applicable laws, including, but not limited to, the Florida Public Records Act, applicable regulations, audit, accounting, performance and reporting requirements, confirming their independent status and disavowing any agency, joint venture, partnership or similar status with DEO or the State of Florida. Partnership agrees to insert or cause to be inserted into all of its contracts relating to the GMS Projects, effective as of the date determined by DEO to be appropriate, all provisions that are required of TSA and its contractors under the DEO Agreement and as required or requested by DEO to ensure that no condition exists among such contracts or contractors that would violate the DEO requirements or cause TSA to be in violation thereof.

(4) The DEO Agreement will require that TSA, as the Applicant, retain and maintain certain enumerated and identified records and types of records, relating to the expenditure of State or DEO funds, for the GMS Projects and to the DEO Agreement, in accordance with generally accepted procedures, and that those records be made available to DEO or other enumerated governmental agencies or offices; and that TSA comply with certain audit requirements and standards. Partnership agrees to fully and promptly comply with any request by TSA or DEO for such records, to maintain and provide such records at its cost, and to require its

contractors, subcontractors, agents and consultants to comply with such requirements and requests by DEO.

(5) In addition to the requirements identified in this Section 8. B(1) through (4), the DEO Agreement may include numerous other requirements of TSA, as the Applicant, and its contractors. Partnership agrees that, because of the obligations it has assumed in this Agreement pertaining to the design, construction, management and payment for the GMS Projects, it shall take all actions and provide all assistance necessary, as reasonably determined by TSA, for the satisfactory completion by TSA of all requirements of TSA, as Applicant, under the DEO Agreement. In addition, Partnership agrees to reimburse TSA on an annual basis for all out of pocket expenses and fees reasonably incurred by TSA during the certification and funding process and thereafter arising from and in accordance with requirements imposed upon TSA, as the Applicant, under the DEO Agreement, said costs and fees to be shared between TSA and Partnership in the manner as provided for under Section 14.C. hereof. Further, Partnership shall defend, indemnify and hold harmless the Indemnitees from and against any Adverse Consequences arising from or as a result of, or in connection with, any action or claim by a third party, including but not limited to DEO, the State of Florida or any other party resulting partially or wholly from or in connection with any negligent act or omission, breach of contract or default by Partnership, its agents, contractors or subcontractors with respect to any of its obligations set forth in this Section 8 or arising from or relating to the DEO Agreement; provided, however, that the duty to indemnify shall not apply with respect to any claim resulting from the negligent acts or omissions of TSA.

C. In the event of the occurrence of any requirement for indemnification by Partnership under this Section 8, the process, terms and



procedures for indemnification set forth in Section 7, D.,E.,F.,G. and H. shall apply.

3. Effect of First Amendment on FRA. All other terms and conditions of the FRA not modified herein, shall remain in full force and effect.

4. First Amendment Effective Date. This First Amendment shall become effective on the date upon which it has been executed by all Parties.

[signatures appear on the next page]

IN WITNESS WHEREOF, the Parties hereto have signed and dated this First Amendment as of the day and year first above written.

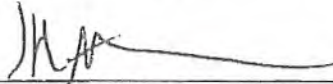
TAMPA SPORTS AUTHORITY

NEW YORK YANKEES

By: 

By: Martinique Holdings, Inc.

Name: Eric Hart

By: 
Harold Z. Steinbrenner, President


Title: President/CEO

Date signed: 10/25/10

Title: Managing General Partner

Date signed: 10/25/10

Approved as to Form and Legality
As to Tampa Sports Authority


Steven A. Anderson, General Counsel

ATTEST:

CLERK OF THE CIRCUIT COURT

HILLSBOROUGH COUNTY,

FLORIDA

By: 
Deputy Clerk

Date signed: 10/28/10




By: 
Lesley "Les" Miller Jr., Chair

Hillsborough County Board of
County Commissioners

Date signed: 10/28/10

Approved, as to Form and Legality
as to Hillsborough County


Samuel S. Hamilton
Senior Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 10-1143



CERTIFICATION OF AUTHENTICITY

The undersigned officer of the Tampa Sports Authority does hereby certify that the attached document is a true and authentic copy of the Approval of Extension of Date of Certification of the New York Yankees Facility Renovation Agreement by and between the Tampa Sports Authority, Hillsborough County and the New York Yankees dated December 22, 2016 as maintained in the official records of the Tampa Sports Authority, an Independent Special District of the State of Florida.

Dated this 28th day of August, 2020, in Tampa, Florida.

A handwritten signature in blue ink, which appears to read "E. D. Hart", is written over a horizontal line. The signature is fluid and cursive.

Eric D. Hart, President/CEO
Tampa Sports Authority

APPROVAL OF EXTENSION OF DATE OF CERTIFICATION


The undersigned, as the President and CEO of the TAMPA SPORTS AUTHORITY, ("TSA"), the County Administrator of HILLSBOROUGH COUNTY, FLORIDA ("County") and the authorized signator for the NEW YORK YANKEES PARTNERSHIP, an Ohio limited Partnership ("Partnership") do hereby certify as follows:

1. On or about the 20th day of April, 2016, TSA, County and Partnership entered into a NEW YORK YANKEES FACILITY RENOVATION AGREEMENT (the "FRA") relating to the design, construction and financing of certain renovations and improvements to Partnership's spring training facilities in Tampa, Florida; and

2. On the same date, the foregoing parties entered into certain other related agreements, including an Amended and Restated George M. Steinbrenner Field License Agreement, and an Amended and Restated Himes Player Development Complex License Agreement (the "Renovation Documents"); and


3. The FRA contains, at Section 14 A. thereof, the following provision:

"A. TSA and County acknowledge that the completion of the Projects contemplated by this Agreement will serve a paramount public purpose. As a result, within 30 days following the execution and delivery of this Agreement and the delivery to TSA of a fully and correctly completed application and all documents and information required or requested by the State of Florida and any documentation reasonably requested by TSA, TSA or County shall file an application as deemed appropriate by the Applicant, for certification pursuant to Section 288.11631, Florida Statutes, for retention of a Major League Baseball spring training baseball franchise. The Parties agree that the rights and obligations arising from and under this Agreement, including but not limited to, the obligation of Partnership to construct and fund the Projects, the obligation of TSA to reimburse Partnership as provided for in this Agreement, and the obligation to provide for the financing of such reimbursement provided for in Section 3.F. of this Agreement, shall be contingent upon TSA's or County's receipt of certification to receive State funding for a facility for a spring training franchise pursuant to Section 288.11631, Florida Statutes, in an amount sufficient to generate at least \$13,635,250 (in the estimation of the County's Financial Advisor based on market conditions then existing) in net proceeds from the issuance of the Bonds payable from the State Sales Tax Payments after underwriting discount, issuance costs and certain pre-development costs estimated to total \$489,750 as described in Section 3.H. of this Agreement (the "Minimum Amount") and execution of an agreement by TSA or County and DEO providing for, among other things, an award of State funding to be distributed which award is sufficient to generate at least the Minimum Amount (collectively, the "Certification"). Should the Certification fail to occur on or before September 1, 2016, or up to sixty (60) days thereafter if approved by Partnership, TSA and the County Administrator of County, the Renovation Documents shall be



automatically terminated, and shall be null and void, unless otherwise mutually agreed in writing by all Parties or unless Partnership elects to prevent such termination as provided below. The foregoing notwithstanding, in the event the Certification is to receive State funding in an amount less than the Minimum Amount, Partnership shall have the right to prevent the termination of the Renovation Documents by agreeing to provide additional funds to offset the insufficiency by providing TSA and County written notice thereof within thirty (30) days following the Certification. In the event Partnership exercises such right, the first (\$35,765.396) and third (\$13,635,250) monetary amounts provided for in Section 2.D. of this Agreement shall be deemed to be reduced by, and the third (\$659,305) monetary amount provided for in the twelfth recital clause and the first (\$659,305) monetary amount provided for in Section 3.A. of this Agreement shall be deemed to be increased by, the difference between \$13,635,250 and the monetary amount in net proceeds from the issuance of the Bonds payable from the State Sales Tax Payments after underwriting discount, issuance costs and certain pre-development costs resulting from the actual award from the State in the estimation of County's Financial Advisor based on market conditions then existing."

4. It is anticipated that the Certification, as defined in and contemplated by said section 14 A., will not occur by September 1, 2016, through no fault of the TSA, the County or the Partnership; and




5. Partnership has requested and the President and CEO of TSA and the County Administrator of County desire to provide for the extension of the term of the FRA and the Renovation Documents for sixty (60) days by approving the extension of the date by which the Certification must occur from September 1, 2016 to October 31, 2016;

6. In accordance with the provisions of Section 14.A of the FRA, the undersigned do hereby approve a sixty (60) day extension (from September 1, 2016 to October 31, 2016) of the date by which the Certification must occur.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures on the dates indicated below.

TAMPA SPORTS AUTHORITY

By: 
Eric Hart

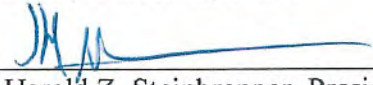
Title: President/CEO
Date signed: 8/23/16

*Approved as to Form
as to Tampa Sports Authority*


Steven A. Anderson, General Counsel

**NEW YORK YANKEES PARTNERSHIP,
an Ohio limited partnership**

By: Martinique Holdings, Inc.

By: 
Harold Z. Steinbrenner, President

Title: Managing General Partner
Date signed: 08/23/16

By: 
Michael S. Merrill
Hillsborough County
Title: County Administrator
Date signed: 8/24/16

*Approved as to Form
as to Hillsborough County*


*Samuel S. Hamilton
Senior Assistant County Attorney*

TSA v.3 8-10-16

SECTION 3

**COST-BENEFIT
ANALYSIS**

New York Yankee Spring Training Facility Tampa, Florida

2020 Economic Impact Report

Spring Training is vital to the health and vibrancy of the economy of Hillsborough County.

Demonstrating this impact, the following information has been compiled with certain specific data (e.g., purpose of attendee visits) and methodologies from the 2009 Major League Baseball Florida Spring Training Economic Impact Study Report (“MLB Impact Study”) published in June of 2009 by the Florida Sports Foundation and the Bonn Marketing Research Group, Inc. The information contained herein represents the estimated Economic Impact to Hillsborough County and the Tampa Bay region as a result of the Direct Spending on accommodations, restaurants, groceries, shopping, entertainment & transportation (“Direct Spending”) associated with New York Yankees Spring Training games, events or activities which occurred in Tampa, FL in 2020 (“Yankees Spring Training”) in a manner consistent with the MLB Impact Study as updated with 2020 spending statistics. Please note that the novel coronavirus pandemic (“Covid-19”) caused a global shutdown resulting in an abrupt end to Spring Training on March 13, 2020. Originally 16 home games were scheduled to be held at George M. Steinbrenner Field, however only 10 games were played.

Attendance:

Yankees Spring Training Season	Total Attendance	Number of Home Games	Average Attendance Per
2020	95,399	10	9,540

* 16 home games were originally scheduled. Covid-19 caused early cancellation of the spring training season

Attendee Purpose:

Attendees are separated into five (5) distinct categories:

- 1 - **Out-of-State-Primary Purpose:** A visiting party from outside of Florida that visited the area expressly for Yankees Spring Training.
- 2 - **Out-of-State-Other Purpose:** A visiting party from outside of Florida that visited the area for vacation, but attended Yankees Spring Training.
- 3 - **Non-County-Primary Purpose:** A visiting party in attendance from another County in Florida that visited expressly for Yankees Spring
- 4 - **Non-County-Other Purpose:** A visiting party to Hillsborough County for another purpose, but attended Yankees Spring Training.
- 5 - **Local:** A Hillsborough County resident.

Out-of-State-Primary Purpose	
Approximately 27.37% are Out-of-State Primary Purpose	26,111
Number of Out-of-State Parties (Average party size = 3 people)	8,704
Cumulative number of nights stayed (Average stay is 7.53 nights)	65,538
Average spend per Party, per day	\$490.80
Estimated Direct Spending for Out-of-State Primary Purpose	\$ 32,165,698
Out-of-State-Other Purpose	
Approximately 29.52% are Out-of-State Other Purposes	28,162
Number of Out-of-State Parties (Average party size = 3.08 people)	9,143
Cumulative number of nights stayed (Average stay is 9.66 nights)	88,326
Average spend per Party, per day	\$347.61
Estimated Direct Spending for Out-of-State Other Purpose	\$ 30,702,725
Non-County Primary Purpose	
Approximately 22.56 % are Non-County Primary Purpose	21,522
Number of Non-County Parties (Average party size = 2.81 people)	7,659
Cumulative number of nights stayed (Average stay is .39 nights)	2,987
Average spend per Party, per day	\$227.01
Estimated Direct Spending for Non-County Primary Purpose	\$ 678,089
Non-County Other Purpose	
Approximately 3.3% are Non-County Other Purpose	3,148
Number of Non-County Parties (Average party size = 2.68 people)	1,175
Cumulative number of nights stayed (Average stay is 3.36 nights)	3,947
Average spend per Party, per day	\$276.03
Estimated Direct Spending for Non-County Other Purpose	\$ 1,089,464
Local	
Approximately 17.24% are Local Attendees	16,447
Average spend per Local Attendee, per day	\$51.15
Estimated Direct Spending for Local attendees	\$ 841,302
Estimated Total Direct Expenses by Attendees	\$65,477,277

Indirect & Induced Effects:

Using the Total Direct Spending in the above chart, the indirect and induced effects were estimated using multipliers based on the IMPLAN system. These multipliers are specific to the local market and are used to estimate a total economic impact resulting from Direct Spending. Indirect effect indicates the secondary impact caused by changing input of needs in directly affected industries, and induced effect is caused by the changes in household spending due to additional employment generated.

As the following chart indicates, the total Economic Impact from attendees as a result of the 2020 Yankees Spring Training is estimated to be \$ 119,516,164 (Due to Covid-19 10 of 16 scheduled home games were played)

	Direct Spending	Indirect	Induced	Total Economic Impact	Multiplier
Out-of-State Primary Purpose	\$ 32,165,698	\$ 11,012,720	\$ 15,290,201	\$ 58,468,619	1.8
Out-of-State Other Purpose	\$ 30,702,725	\$ 10,515,137	\$ 14,974,728	\$ 56,192,590	1.8
Non-County Primary Purpose	\$ 678,089	\$ 243,578	\$ 326,935	\$ 1,248,602	1.8
Non-County Other Purpose	\$ 1,089,464	\$ 372,380	\$ 564,609	\$ 2,026,453	1.9
Local Attendees	\$ 841,302	\$ 269,675	\$ 468,924	\$ 1,579,901	1.9
Total	\$ 65,477,277	\$ 22,413,490	\$ 31,625,397	\$ 119,516,164	

Zip Code Analysis

Using information from a sample of 9,124 buyers who purchased tickets to Yankees Spring Training in 2020, a zip code analysis was conducted in order to determine where ticket buyers traveled from (i.e., geographic locations). The analysis indicated the following buyer breakdown:

States Other than Florida – 53.1%

- 25.3% from Northeast (CT, DE, MA, MD, ME, NH, NY, PA, RI, VT)
- 27.8% from states other than Northeast

Florida – 43.1%

- Hillsborough County – 40%
- Other Counties – 60%
 - Pinellas: 14.2%
 - Pasco: 7.6%
 - Orange: 5.2%
 - Manatee: 1.7%
 - Sarasota: 2.9%
 - Total of Remaining Counties: 28.4%

International – 3.8%

- Includes buyers from Australia, Belgium, Canada, Denmark, Great Britain, Japan, Mexico, The Netherlands, Panama and The Cayman Islands



S E C T I O N

4

CONTRACTS OVER \$250,000

SECTION
4

Company Name	Address	Contract Amount
American Seating Company	401 American Seating Center NW Grand Rapids, Michigan 49504	\$955,472.40
Convention Sports & Leisure International, LLC d/b/a Legends Project Development (CSL, LLC)	7501 Lone Star Suite 200, Plano, Texas 35024	\$600,000.00
McEnany Roofing, Inc	8803 Industrial Drive, Tampa, Florida 33637	\$369,488.00
Populous, Inc	4800 Main Street Suite 300, Kansas City, Missouri 64112	\$1,585,000.00
Turner Construction Company	135 West Central Blvd Suite 950, Orlando, Florida 32801	\$24,935,019.00

SECTION 5 CONSTRUCTION

288.1131, F.S.

CERTIFICATION COMPLIANCE

Written evidence that TSA continues to meet the certification criteria in effect when TSA was certified pursuant to section 288.11631, F.S. (2015):

- a) A “unit of local government” as defined in s. 218.369 is responsible for the acquisition, construction, management, or operation of the facility for a retained spring training franchise or holds title to the property on which the facility for a retained spring training franchise is located.

Yes, the Tampa Sports Authority is the landlord for George M. Steinbrenner Field which is owned by Hillsborough County.

- b) The applicant has a verified copy of a signed agreement retained spring training franchise for the use of the facility for a term of at least 20 years.

Yes, the verified signed George M. Steinbrenner License Agreement, dated April 20, 2016, with addendum and amendment is provided in section 2 of this Annual Report.

- c) The applicant has a financial commitment to provide 50 percent or more of the funds required by an agreement for the acquisition, construction, or renovation of the facility for a retained spring training franchise. The agreement can be contingent upon the awarding of funds under this section and other conditions precedent to use by the spring training franchise.

Yes, the financial commitment is demonstrated in the George M. Steinbrenner Field License Agreement, dated April 20, 2016, as provided in section 2 of this Annual Report.

- d) The facility for a retained spring training franchise will attract a paid attendance of at least 50,000 persons annually.

Yes, the Authority has the following attendance records for Spring Training season:

2017	155,962
2018	158,104
2019	142,149
2020	95,399

- e) The facility for a spring training franchise is located in a county that levies a Tourist Development Tax under s. 125.0104.

Yes, Hillsborough County levies a Tourist Development Tax

SECTION 6

288.1167, F.S.
COMPLIANCE



July 15, 2020

Anthony Bruno Senior
Vice President
New York Yankees Partnership
George M. Steinbrenner Field 1
Steinbrenner Drive
Tampa, Florida 33614

RE: Florida Statute 288.1167(1)

Dear Mr. Bruno:

As the concessionaire for George M. Steinbrenner Field in Tampa, Florida ("GMS Field"), Legends Hospitality, LLC ("Legends") has been advised of Florida Statute 288.1167(1) and its applicability to certain food and beverage operations at GMS Field. In connection with the aforementioned statute and its operations at GMS Field, Legends, where applicable, makes all good faith efforts to award contracts for services to minority business enterprises as defined in Florida Statute 288.703 on the same terms and conditions as any other vendor or service providers, as well as in accordance with the minority business enterprise procurement goals set forth in Florida Statute 287.09451.

Should you need anything further on this matter, please do not hesitate to contact me.

Dan Smith
President, Hospitality

STATE OF: NJ
COUNTY OF: Passaic

Sworn to (or affirmed) and subscribed before me this 15 day of July 2020 by Dan Smith.

Notary Signature: Margaret A. Kelleher

Notary Name of Stamp: Margaret A. Kelleher

Personally Known: X OR Produced Identification: _____

Type of Identification Produced: _____



New York Yankees®

EXECUTIVE OFFICES
YANKEE STADIUM
BRONX, NEW YORK 10451
(718) 293-4300



GEORGE M. STEINBRENNER FIELD
1 STEINBRENNER DR.
TAMPA, FLORIDA 33614
(813) 875-7753
(813) 673-3198 FAX

July 16, 2020

Eric Hart
President/CEO
Tampa Sports Authority
4201 N. Dale Mabry Highway
Tampa, Florida 33607

RE: Compliance with Florida Statute 288.1167(3)

Dear Mr. Hart:

The New York Yankees Partnership ("Partnership") hereby certifies that it is in compliance with Florida Statute 288.1167(3) at the Partnership's Spring Training Facility, located in Tampa, Florida and comprised of George M. Steinbrenner Field and the Himes Player Development Complex ("Facility"). This statute requires the Partnership to award at least 15 percent of its operational service contracts at the Facility to women or minority business enterprises ("WMBE") or to a minority person as those terms are defined in Florida Statute 288.703.

As proof of compliance, the Partnership submits the attached Exhibit A which lists the Partnership's operational service vendors at the Facility, as well as denoting those that are WMBE or minority persons.

As indicated in Exhibit A, the total percent of WMBE or minority person vendors contracted by the Partnership at the Facility is 30.00%, well above the statutorily required percentage.

Should you need anything further on this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anthony Bruno". The signature is fluid and cursive, with a large initial "A" and "B".

Anthony Bruno
Senior Vice President & CFO

STATE OF: FLORIDA

COUNTY OF: HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me this 16 day of July, 2020 by Anthony Bruno.

Notary Signature: _____



Notary Name of Stamp: _____

Cassandra Donovan

Personally Known: OR Produced Identification: _____

Type of Identification Produced: _____



Cassandra Donovan
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG192301
Expires 3/5/2022

NEW YORK YANKEES SPRING TRAINING FACILITY
- George M. Steinbrenner Field & Himes Player Development Complex -
Tampa, Florida

Operational Service Vendors

#	Vendor Name	WMBE/Minority Person
1	A&A Electric	✓
2	A&B Aquatics	
3	Advent Technology Group, Inc	✓
4	Alliance Air Solutions Inc.	
5	American Visual Brands, LLC	
6	Arbor Pro LLC	
7	Bay City Forklift, Inc.	
8	Bayside Carpet Cleaning	✓
9	BCH Mechanical	
10	Beard Equipment Co.	
11	Cintas Corporation #074	
12	Complete Reel Grinding	
13	Cosgrove Enterprises, Inc	
14	Cox Fire Protection, Inc.	✓
15	Daktronics, Inc.	
16	DTN LLC	
17	Eagle Services Inc.	
18	ESS Global Corporation	
19	Experience Tree Service Corp	✓
20	Fabian Food Service Equipment	✓
21	Gem Supply Co., Inc.	
22	High Rise Window Cleaning	
23	Hughes Exterminators	
24	Landscape Tune-Ups, Inc.	✓
25	Lee Fisher International, Inc.	✓
26	Pacesetter Personnel Services	
27	Pinch A Penny Pool Service	
28	Plumbing Connection Services	
29	Ring Power Corporation	
30	RMP Sod & Landscaping, Inc.	✓
31	Schindler Elevator Corporation	
32	ServiceMaster Clean	✓
33	ServiceOne Building	✓
34	Siemens Industry, Inc.	
35	Suncoast Safe & Lock	
36	Turbo Link International Inc.	
37	Venuesmart	
38	Water Boy, Inc.	
39	Water-Genius of Tampa	✓
40	Waterlogic Americas LLC	

Operational Service Vendor Summary

Total Vendors	40
Total WMBE/Minority Person Vendors	12
% of WMBE/Minority Person Vendors	30.00%

S E C T I O N

7

**TAMPA SPORTS AUTHORITY
CHAIR OF THE BOARD OF
DIRECTORS CERTIFICATION**



August 29, 2020

Ryan Fierst
Manager of Strategic Industry Partnerships
Division of Strategic Business Development
Florida Department of Economic Opportunity
107 E. Madison Street, MSC 80
The Caldwell Building
Tallahassee, FL 32399
Ryan.fierst@deo.myflorida.com

RE: 2020 DEO Annual Report

Dear Mr. Fierst,

This letter is intended to satisfy one of the annual reporting requirements of the contract between the Department of Economic Development Opportunity (DEO) and the Tampa Sports Authority (TSA).

In your letter dated August , 2020 requirement # 7 identifies that the "Chair of the Board of Directors of TSA is required to certify that all information and documentation contained in the annual report and submitted to DEO is true and correct".

Therefore, I certify that to the best of my knowledge, all information and documentation provided in the TSA's Annual Report to DEO is true and correct.

Sincerely,

A handwritten signature in black ink that reads 'Parson'. The signature is written in a cursive style with a large initial 'P'.

Chairman of the Board

SECTION 18

ADVERTISING AND PROMOTIONS

NEW YORK YANKEES SPRING TRAINING REACH

GLOBAL FAN BASE

New York Yankees Broadcast | Television | Radio

- Since 2002 the Yankees Entertainment and Sports Network (“YES”) has been ranked the #1 Regional Sports Network in the country 15 out of 17 years.
- 2019 Yankees games on YES Network averaged 386,000 viewers per game.
- The Yankees have appeared in approximately 40 nationally televised regular season games per season since 2011.
- In addition to the YES Network, visiting teams also broadcast New York Yankees regular season home games in their respective cities.
- Each year ESPN has featured a Yankees Spring Training game as their game of the week. Yankees Spring Training highlights regularly seen on ESPN SportsCenter, MLB Network and FOX Sports 1.
- Select New York Yankees Spring Training games have been broadcast internationally.
- The Yankees have one of MLB’s largest radio audiences with over 250,000 listeners per game on WFAN (AM and FM).

yankees.com

- Over 1,400,000 registered users
- 8,475,000 Facebook followers
- 3,400,000 Twitter followers
- 2,600,000 Instagram followers

Yankees.com ranked #1 in 2019 among all 30 MLB teams’ sites for the following:

- Monthly Unique Visitors
- Total Visits

International Visitors, with the five (5) top countries as follows:

- Canada
- Taiwan
- United Kingdom
- South Korea
- Mexico

NEW YORK YANKEES SPRING TRAINING SOCIAL MEDIA REACH

gmsfield.com

- Total Users in 2019 – 92,937
- Total annual page views in 2019 – 249,702



George M. Steinbrenner Field
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**West Villages Improvement District
(Atlanta Braves)**

August 11, 2020

Florida Department of Economic Opportunity
Division of Strategic Business Development
107 East Madison Street, MSC 80
The Caldwell Building
Tallahassee, Florida 32399-0001
Ryan.Fierst@deo.myflorida.com

Dear Mr. Fierst,

Attached you will find the annual report required by Section 288.11631(4), *Florida Statutes*, and that certain *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017, entered into by and between the Florida Department of Economic Opportunity and the West Villages Improvement District (the "District").

Should you have any questions or require any additional information, please do not hesitate to contact me at John.Luczynski@mattamycorp.com or the District's legal counsel at LWhelan@hgslaw.com.

Sincerely,



John Luczynski
Chairman, Board of Supervisors
West Villages Improvement District

WEST VILLAGES IMPROVEMENT DISTRICT

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
SPRING TRAINING PROGRAM
ANNUAL REPORT

2020

For the Year Ending August 31, 2020



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 - iii. *Joinder of Braves Florida RentCo, LLC (Facility Operating Agreement)* dated December 21, 2017 by and between RentCo and acknowledged and agreed to by ANLBC and the County
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1. Local, State, and Team Funded Expenses

Pursuant to Section 4(h)(1) of the *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the “Agreement”) entered into by and between the Florida Department of Economic Opportunity and the West Villages Improvement District (“WVID”), WVID is required to provide a detailed accounting of all local and state funds expended to date on the project as of the date of submission of this Annual Report. In addition to this detailed accounting, WVID must submit a summary of all local, state, and private funds expended on the project as of the date of submission of this Annual Report.

Prior to the financing closing date, the Atlanta National League Baseball Club, LLC (“ANLBC”) directly contributed \$5,381,903.88 of private monies toward the design and construction of the project. Thereafter, in conjunction with its financing of the project, WVID entered into that certain *Custodian and Depositary Agreement*, dated December 21, 2017, by and between WVID, Sarasota County (the “County”), ANLBC, and U.S. Bank National Association as collateral agent and depositary bank (the “Custodian Agreement”). Pursuant to the Custodian Agreement, the District established three (3) separate bank accounts to hold the construction funding for the project- a County Construction Subaccount, a State Sales Tax Bonds Construction Subaccount, and a Construction Account (collectively, hereinafter referred to as the “Accounts”). Upon the depletion of the entirety of the Accounts, ANLBC is obligated to remit funding to the District for any remaining expenses relative to the design and construction of the stadium facility.

Please see the below chart for a summary of the amounts deposited into each of the Accounts, and the amounts disbursed for the design and construction of the stadium facility through the date of this Annual Report.

[Continued on Next Page]

Accounting of Construction Funds Disbursed Relative to Project to Date¹

<u>Account</u>	<u>Instrument</u>	<u>Designation</u>	<u>Proceeds</u>	<u>Amounts Disbursed</u>
<i>n/a</i>	Cash Contribution by ANLBC Prior to Financing Closing Date	Private Funds	\$5,381,903.88	All
<i>n/a</i>	Cash Contribution by ANLBC After Financing Closing Date	Private Funds	\$26,213,991.04	All
<i>County Construction Subaccount</i>	Sarasota County, Florida Capital Improvement Revenue Bonds, Series 2017 (Federally Taxable)	Local Funds	\$21,262,000.00	All
<i>State Sales Tax Bonds Construction Subaccount</i>	West Villages Improvement District Taxable Florida State Sales Tax Payments Revenue Bonds (Atlanta Braves Spring Training Facility), Series 2017A	Local Funds ²	\$13,543,589.83	All
<i>Construction Account</i>	Cash Contribution	Private Funds	\$4,700,000.00	All
	Cash Contribution	Private Funds	\$23,482,216.05	
	Cash Contribution	Local Funds	\$4,700,000.00	
	West Villages Improvement District Senior Secured Notes, Series 2017B (Atlanta Braves Spring Training Facility)	Local Funds ³	\$27,500,000	

To date, funds disbursed for the project construction total approximately \$126,783,700.80 and were largely utilized to compensate the project architect, construction contractor, and other vendors for their services and/or materials provided pursuant to their respective contracts with WVID. Copies of all requisitions are available from WVID upon request.

¹ Amounts are accurate as of 8/10/2020.

² These bonds (which constitute local funds) are secured by annual payments made by the Department of Revenue pursuant to section 212.20(6)(d)6.e, *Florida Statutes*, which constitute state funds.

³ These notes (which constitute local funds) are secured by annual lease payments made by ANLBC, which constitute private funds.

2. Spring Training Facility Agreements

NON-RELOCATION AGREEMENT

This Non-Relocation Agreement (this “**Agreement**”) is made and entered into as of this ___ day of May, 2017 by and among Sarasota County, Florida, a charter county and political subdivision of the State of Florida (the “**County**”), West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes and Chapter 2004-456, Laws of Florida, Acts of 2004, as amended (“**WVID**”) and Atlanta National League Baseball Club, LLC, a Georgia limited liability company (“**ANLBC**”). The County, WVID and ANLBC shall be referred to herein jointly as the “**Parties**” and each, individually, as a “**Party**”.

RECITALS

WHEREAS, ANLBC is the owner and operator of the Major League Baseball franchise known as the Atlanta Braves (“**Team**”).

WHEREAS, contemporaneously with the execution of this Agreement, (i) the County and ANLBC, have entered into a Facility Operating Agreement (the “**Facility Operating Agreement**”) providing for the operation and management of the Facility by ANLBC; and (ii) the County, ANLBC, WVID, the City of North Port, a Florida municipal corporation (“**City**”), Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership (“**Developer**”), and Calben (US) Corporation, a Delaware corporation (“**Developer Guarantor**”) have agreed to enter into a Development Agreement providing for the design, development, construction and financing and administration of the Facility as described therein on the Facility Site (the “**Development Agreement**”). Capitalized terms used but not defined in this Agreement have the meanings set forth in the Facility Operating Agreement.

WHEREAS, as a material inducement to (i) the County to enter into the Facility Operating Agreement and (ii) the County, City, WVID, Developer and Developer Guarantor to enter into the Development Agreement, ANLBC has agreed to enter into this Agreement to assure that the Team will play its Grapefruit League Home Games at the Facility for the Term and on the other terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. **Definitions.**

“**Alternate Site Condition**” shall mean the existence of any one of the following conditions:

- i. MLB determines the condition of the Facility is or reasonably is expected at the scheduled time of any Grapefruit League Home Games to be (e.g., due to an impending or recently occurring storm) such that MLB Rules and Regulations (including, without limitation, a specific MLB directive) prohibits the playing of Grapefruit League Home Games at the Facility in a written direction, declaration or ruling addressed to ANLBC and provided ANLBC has forwarded a copy of such written direction, declaration or ruling to the County and WVID;

- ii. all or a Significant Portion of the Facility is damaged or destroyed by fire or other casualty as described in Section 25 of the Facility Operating Agreement;
- iii. all or a Significant Portion of the Facility is being utilized for disaster preparedness, disaster response or shelter as described in Section 19 of the Facility Operating Agreement; or
- iv. a Governmental Authority determines the use or occupancy of any material portion of the Facility is (a) not permitted under any Applicable Law or (b) is unsafe for customary usage.

“**ANLBC Personnel**” shall mean the individual officers, directors, partners, shareholders, members, employees and agents of ANLBC and their Affiliates.

“**Bankruptcy Code**” shall mean the United States Bankruptcy Code.

“**Final Order**” shall mean when a court of competent jurisdiction determines, in a final and non-appealable order, that ANLBC has breached its covenants under Section 2 of this Agreement.

“**Infrastructure**” shall mean the off-Facility Site roadway design, permitting and construction to facilitate ingress and egress to the Facility Site meeting all applicable governmental standards and requirements, and wastewater and water infrastructure design, permitting and construction, bringing utilities (stubbed to the Facility Site) to serve the Facility for its intended purpose, as will be more particularly described in the Development Agreement, to be performed, or caused to be performed by Developer as provided in this Agreement.

“**Liquidated Damages**” shall mean the sum of (a) the outstanding balance of principal and interest of the WVID Debt as well as any required call premiums; provided, however, that if the WVID Debt is not callable, the amount required to fully fund an escrow to pay-off the WVID Debt on the first call date plus all required debt service payments plus any required call premiums through the call date, (b) the present value of all unpaid ANLBC payments to the Capital Maintenance Fund due and payable for the remainder of the Term under the Facility Operating Agreement, (c) the amount required to pay-off the County Bonds including the amount of outstanding principal and interest as well as any required call premiums; provided, however, that if the County Bonds are not callable, the amount required to fully fund an escrow to pay-off the County Bonds on the first call date plus all required debt service payments plus any required call premiums through the call date, (d) the lesser of (x) the amount required to reimburse Developer and WVID for Infrastructure and (y) the then unamortized amount of Infrastructure (based on actual depreciation in accordance with the applicable financial statements for the first five years, then thereafter straight-line depreciation over a subsequent period of 25 years), (e) in the event that the County will not continue to use the Facility as a ballpark, the expense required by Developer to gain repossession of the land plus the cost to clear the ballpark from the Facility Site, (f) any amounts outstanding related to the design and/or construction agreements for the project, to which WVID is a party, and (g) any additional

professional costs incurred by Developer and WVID as a result of any Non-Relocation Default. Present value for purposes of this paragraph shall be calculated by utilizing a discount rate of two and a half (2.5) percent.

“**Non-Relocation Default**” shall mean any breach by ANLBC of any of the terms, covenants or agreements of Section 2 of this Agreement.

“**Non-Relocation Covenants**” shall mean the collective covenants made by, and obligations imposed on, ANLBC pursuant to Section 2 of this Agreement.

“**Non-Relocation Term**” shall mean the term of this Agreement, commencing with the funding of the County Bonds and WVID Debt and ending on the termination of this Agreement pursuant to Section 5.4 of this Agreement.

2. **Covenant to Play Grapefruit League Home Games at the Facility.** In compliance with Section 288.11631(2)(a)2., Florida Statutes, the County covenants and agrees not to amend the Facility Operating Agreement in a manner which would permit the use of the Facility by ANLBC for a team that is less than the length of the term of the State Sales Tax Payment Bonds. Subject to Section 3 of this Agreement, ANLBC covenants and agrees that throughout the Non-Relocation Term, as applicable:

2.1 ANLBC shall maintain and operate the Facility in the County;

2.2 the Team shall play all of its scheduled Grapefruit League Home Games at the Facility; and

2.3 ANLBC (a) shall not enter into any contract or agreement, or make any request or application to MLB, to (i) relocate or operate its Spring Training facility outside of the County in violation of Section 2.1 or (ii) have the Team play any Home Game in any location other than the Facility in violation of Section 2.2; and (b) shall not (i) entertain any offer or proposal to relocate the Team to a location other than the Facility, (ii) solicit an offer or proposal from any Person to enter into discussions regarding moving the Team to a location other than the Facility, (iii) enter into negotiations with third parties concerning the relocation of the Team to a location other than the Facility, or (iv) otherwise attempt to cause the playing of Grapefruit League Home Games at a location other than the Facility, except as provided in Section 3.

3. **Exceptions.**

3.1 Notwithstanding the provisions of Section 2, the Team shall be permitted to play what would otherwise be a Home Game at a location other than the Facility in the event of an Alternate Site Condition; provided, however, that ANLBC shall not be relieved of its obligations with regard to the Facility Debt.

3.2 Up to three (3) Grapefruit League Home Games per season (not including any games played in different locations under Section 3.1 above), in an international or other location as requested by MLB or another MLB Club; provided that, ANLBC shall provide prior written notice, as specified in Section 15, to the County and WVID not later

than January 1 of any operating year of such Grapefruit League Home Game scheduled for the upcoming MLB season. Notwithstanding the foregoing, ANLBC remains expressly obligated to exhibit, promote, schedule and play or conduct at least eighty percent (80%) or fifteen (15) Grapefruit League Home Games per season (whichever is greater) in the main stadium of the Facility, between the Team and another Major League Club, with at least two (2) such games scheduled to begin after 6:00 pm, subject to MLB Rules and Regulations.

3.3 If Substantial Completion occurs on or after the date on which one-half of the Team's Grapefruit League Home Games have been played, the covenants in Section 2 shall not become effective until the start of the succeeding MLB Spring Training season.

3.4 ANLBC may take any actions otherwise prohibited by Sections 2.1, 2.2 and 2.3, in connection with any change in location permitted by this Section 3.

3.5 ANLBC may take the actions otherwise prohibited in Section 2.3 during the last three (3) years of the Term of the Facility Operating Agreement in connection with any proposed relocation or playing of the Team's Grapefruit League Home Games that would not be played until after the conclusion of the Term. ANLBC shall notify County, WVID and Developer within three (3) business days of making any such request or application and forty eight (48) hours after entering into any such contract or agreement. Should ANLBC enter into such contract or agreement, or make any such request or application to MLB, then ANLBC shall lose the ability to unilaterally extend the term of the Facility Operating Agreement.

3.6 Without limiting the generality of any other provision of this Agreement, the covenants of ANLBC provided in Section 2 shall not apply: (i) if ANLBC obtains both the County and WVID's written consent, which consent shall be within the sole and absolute discretion of each of the County and WVID, prior to any action(s) otherwise prohibited under such section; provided, however, any actions which would allow the Team to permanently relocate from the County shall also require MLB Approval; and (ii) at any time after the termination of this Agreement.

4. Alternate Site Condition.

4.1 Notwithstanding the provisions of Section 2, if, at any time during the Non-Relocation Term, an Alternate Site Condition shall exist, then (i) the Team shall be entitled to make arrangements to temporarily play at alternate sites for its Grapefruit League Home Games and (ii) ANLBC shall be temporarily relieved of its obligations under Sections 2.1, 2.2 and 2.3 hereunder and shall be entitled to allow the Team to play its Grapefruit League Home Games at such alternate sites, but only during the period of time that any such Alternate Site Condition shall exist; provided, however, that if the Alternate Site Condition shall be of such a nature that its expected expiration cannot reasonably be ascertained by ANLBC, the County or WVID, then ANLBC shall be entitled to honor any commitment it might reasonably have made for the Team to play its Grapefruit League Home Games at an alternate site even if that commitment extends beyond the date such Alternate Site Condition ends. ANLBC shall not, however, make

any commitment that extends beyond the end of the Spring Training season in or prior to which such Alternate Site Condition occurs, except that, if, as of August 1, such Alternate Site Condition is reasonably expected (as determined in accordance with Section 4.2) to continue to exist as of the Team's first Grapefruit League Home Game of the subsequent Spring Training season, then ANLBC shall be entitled to commit to play its Grapefruit League Home Games at an alternate site for the duration of such Spring Training season, provided, however, ANLBC shall use its reasonable best efforts to cause the Team to play its Grapefruit League Home Games at the Facility as soon as possible after the Alternate Site Condition has ended.

4.2 Not later than August 1 of any operating year in which an Alternate Site Condition continues to exist, ANLBC shall give the County, WVID and Developer a written notice setting forth the date it reasonably believes such Alternate Site Condition will terminate (the "**Proposed Date**"). If both of the County and WVID fail to object to such notice within thirty (30) business days of receipt of such notice, they will be deemed to have accepted the Proposed Date and ANLBC's right to contract with alternate sites under Section 4.1 shall be based on such date. If the County and/or WVID timely objects to the Proposed Date, ANLBC, WVID and the County shall use good faith efforts to resolve such dispute within the next five (5) business days. The County, WVID and ANLBC shall consult, and reasonably cooperate, with one another following any Alternate Site Condition so that ANLBC can most effectively find and contract for an alternate site during the duration of such Alternate Site Condition.

4.3 ANLBC shall use commercially reasonable and diligent efforts to mitigate and overcome any Alternate Site Condition that results in the Team's Grapefruit League Home Games not being played at the Facility to the extent such event or condition is within the reasonable control of ANLBC, but this undertaking shall not be construed to require ANLBC to take any action, or to relieve the County of any obligation it may have, with respect to a condemnation under Section 26 of the Facility Operating Agreement, casualty or Force Majeure that is the County's responsibility under the Facility Operating Agreement.

5. **Remedies.** ANLBC (a) acknowledges that the Non-Relocation Covenants are an essential part of the bargain and consideration of the Operative Agreements and are necessary to protect the business and goodwill of the County, WVID and Developer; (b) recognizes that the Facility is being constructed and certain debt is being incurred to construct the Facility and to permit the Grapefruit League Home Games to be played at the Facility during the Non-Relocation Term; (c) recognizes that having the Team play its Grapefruit League Home Games in the Facility throughout the Non-Relocation Term provides a unique value to County, WVID, and Developer, including generating new jobs, additional revenue sources and economic development and increased tourism for the County; and (d) acknowledges and agrees that any breach by the Team of the Non-Relocation Covenants shall cause irreparable and continual harm to the County, WVID and Developer and that damages for a default under such Non-Relocation Covenants cannot be estimated with any degree of certainty and that monetary damages cannot fairly or adequately compensate the County, WVID or Developer for a breach of such Non-Relocation Covenants. Further, the Parties acknowledge that (i) ANLBC's obligations under the Non-Relocation Covenants are unique, are the essence of the bargain and are essential

consideration for this Agreement and the other agreements being entered into by the Parties related to the Facility, including, but not limited to the Operative Agreements; and (ii) the determination of damages caused by a Non-Relocation Default, the effects of which would be suffered by the City, County and WVID community (including Developer) would be difficult, if not impossible, to ascertain. Therefore, the Parties acknowledge and agree that there exists no adequate and complete remedy at law to enforce this Agreement against the ANLBC and that equitable relief by way of specific performance or injunction is the only appropriate remedy for the enforcement of this Agreement, notwithstanding the provisions for liquidated damages provided elsewhere in this Section 5. In amplification and not in limitation of the foregoing, the County, WVID and Developer acknowledge and agree that, upon discovery of a Non-Relocation Default, or the threat of a Non-Relocation Default, the County and WVID shall promptly communicate with each other and shall cooperatively and jointly seek equitable relief before attempting to avail themselves of the liquidated damages provision set forth in Section 5.2, provided that equitable relief is a remedy available and enforceable at the time of the Non-Relocation Default. Notwithstanding the prior sentence, the County agrees that time is of the essence in responding to the occurrence or threat of a Non-Relocation Default and agrees to take reasonable steps to timely prepare and file a complaint for injunctive relief, and seek a temporary restraining order and/or other immediate injunctive relief, against ANLBC upon discovering the occurrence or threat of a Non-Relocation Default. Upon the occurrence of any other breach or misrepresentation in this Agreement by ANLBC, the County and WVID shall cooperatively discuss the joint pursuit of the remedies set forth in Section 5.1, Section 5.2, or to the extent applicable, Section 5.3. WVID and Developer shall each have the option to individually pursue the remedies set forth in Section 5.1, Section 5.2, or Section 5.3 (in each case, as applicable).

5.1 Declaratory or Injunctive Relief. Upon the occurrence of an ongoing Non-Relocation Default, the County and WVID shall cooperate in a joint effort to seek injunctive relief prohibiting or mandating action by ANLBC in accordance with, or declaratory relief with respect to, the Non-Relocation Covenants. ANLBC agrees that, in the event of any of the actual or threatened (in the reasonable opinion of the County and WVID) breach by ANLBC of any one of the Non-Relocation Covenants (i) the County and WVID shall be entitled to seek and obtain, a temporary restraining order, together with temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction, to restrain or enjoin any actual or threatened breach by ANLBC of any Non-Relocation Covenant without the necessity of posting a bond or other security and without any further showing of irreparable harm, balance of harms, consideration of the public interest or the inadequacy of monetary damages as a remedy, (ii) the administration of an order for injunctive relief would not be impractical and, in the event of any breach of any Non-Relocation Covenant by ANLBC, the balance of hardships would weigh in favor of entry of injunctive relief, and (iii) the County and WVID may, jointly or individually, enforce any Non-Relocation Covenant contained in this Agreement through specific performance. The Parties hereby agree and irrevocably stipulate that (a) the rights of the County and WVID to injunctive relief pursuant to this Non-Relocation Agreement shall not constitute a "claim" pursuant to Section 101(5) of the Bankruptcy Code and shall not be subject to discharge or restraint of any nature in any bankruptcy proceeding involving ANLBC, (b) this Agreement is not an "executory contract" as contemplated by Section 365 of the Bankruptcy Code, and (c) action(s) taken by the County and WVID pursuant to this Section 5.1 shall not in any way prejudice any

other rights or remedies that the County or WVID may have under Section 5.2 or Section 5.4 of this Agreement or under the other Operative Agreements if a court of competent jurisdiction fails to provide injunctive or other equitable relief prohibiting ANLBC's violation of the Non-Relocation Covenants or, in the case of the remedies set forth in Section 5.4, fails to award Liquidated Damages under Section 5.2; provided, that ANLBC shall be obligated to pay the costs of litigation and any additional costs incurred by the County and WVID in enforcing its rights under this Agreement, and ANLBC shall comply with any and all provisions under the Operative Agreements until such time the Operative Agreements are terminated.

5.2 **Liquidated Damages.** ANLBC acknowledges and agrees that, if upon the occurrence of a Non-Relocation Default, in the event equitable relief is not granted by a court of competent jurisdiction for any reason or is otherwise unavailable, the payment by ANLBC of liquidated damages is the next most appropriate remedy. Therefore, in the event of a Non-Relocation Default, and the failure of any court to grant the equitable relief described in Section 5.1 above, ANLBC shall pay Liquidated Damages to the County, WVID and Developer; provided, however, that in no event may the County, WVID or Developer seek or obtain such Liquidated Damages or any portion thereof if the actions taken by ANLBC in contravention of the Non-Relocation Covenants occur after the expiration of the Non-Relocation Term. Notwithstanding anything to the contrary herein, the Parties acknowledge the amount designated as Liquidated Damages does not constitute the full amount of damages the County, WVID and Developer would suffer as a result of a Non-Relocation Default, and further, that the allocation of Liquidated Damages as between County, WVID and Developer will be based on the respective amounts established for the County, WVID and Developer identified in the definition of Liquidated Damages in Section 1 above. Furthermore, in the event of a Non-Relocation Default, and the failure of any court to grant the equitable relief described in Section 5.1 above, in compliance with Section 288.11631(2)(a)2., ANLBC shall reimburse the State of Florida for state funds expended by WVID under such section if ANLBC relocates before this Agreement expires; however, if the State Sales Tax Payment Bonds were issued to construct the Facility for a spring training franchise, the required reimbursement must be equal to the total amount of state distributions expected to be paid from the date ANLBC breaks this Agreement with WVID through the final maturity of the State Sales Tax Payment Bonds.

5.3 **Other Breach.** In the event of any breach of or misrepresentation in this Agreement by ANLBC (other than a Non-Relocation Default subject to the remedies set forth in Section 5.1 or, if applicable, Section 5.2), or in the event of a Non-Relocation Default for which, notwithstanding the intent of the Parties, the County and WVID are unable to obtain the relief set forth in Section 5.1 or, if applicable, Section 5.2, the County, WVID and Developer, jointly or individually, shall have the right (i) to institute any and all proceedings or claims permitted by law or equity to recover any and all amounts necessary to compensate the County, WVID and Developer for all damages proximately caused by ANLBC's breach under this Agreement, and (ii) to institute any and all proceedings or claims permitted by law or equity to compel specific performance with respect to ANLBC's obligations under this Agreement and one or more actions to seek to obtain a temporary restraining order, together with such other temporary,

preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction capable of issuing or granting such relief, to compel ANLBC to comply with or refrain or cease from breaching or violating the terms, covenants and conditions.

5.4 Termination.

5.4.1 Upon the entry of a Final Order with respect to a default by ANLBC, the County and WVID shall have the right, but not the obligation, to jointly give to ANLBC written notice of its intention to terminate this Agreement and all other Operative Agreements (a “**Final Notice**”), subject to ANLBC’s continuing obligation to pay any and all damages due and payable under this Agreement, including, but not limited to the Liquidated Damages. After the expiration of a period of ninety (90) days from the date such Final Notice is given, unless the default is cured, this Agreement and the other Operative Agreements may, at the jointly agreed option of the County and WVID, be terminated without liability to the County or WVID by delivery of further written notice to ANLBC, which termination shall be effective following the end of any then current Spring Training season, subject to ANLBC’s continuing obligation to pay any and all damages due and payable under this Agreement, including, but not limited to the Liquidated Damages. If, however, within such ninety (90) day period, ANLBC’s default under Section 2 of this Agreement is cured, then this Agreement and the other Operative Agreements shall not terminate by reason of such Final Notice.

5.4.2 This Agreement, and all obligations of the Parties under this Agreement shall terminate without further action by, or liability to, any Party upon the expiration or termination of the Facility Operating Agreement for any reason expressly permitted under the Facility Operating Agreement; provided further that upon a termination of the Facility Operating Agreement by the County upon the entry of a Final Order that ANLBC has breached Section 2 of this Agreement, this Agreement shall only terminate as provided in Section 5.4.1 of this Agreement. For the avoidance of doubt, until the end of the Non-Relocation Term, ANLBC shall remain bound by, and shall not be relieved of, its obligations under this Agreement upon a termination by the County of the Facility Operating Agreement due to a breach of Section 2 hereof by ANLBC as described in the preceding sentence. Except for the provisions of this Agreement that are expressly to survive termination, and except as provided in this Section 5.4.2, in the event of a termination of this Agreement and the Facility Operating Agreement under Section 5.4 of this Agreement, then all obligations of the Parties under this Agreement and the Facility Operating Agreement shall also automatically terminate, except for those obligations which by their express terms survive the termination or expiration of this Agreement, as discussed herein, or the Facility Operating Agreement.

5.4.3 This Agreement, and all obligations of the Parties under this Agreement shall terminate without further action by, or liability to, any Party

upon the expiration or termination of the Development Agreement for any reason expressly permitted under such Agreement.

5.4.4 Termination of this Agreement, the Facility Operating Agreement, the Development Agreement or any combination thereof, shall not alter any existing claim of any Party for breaches of such agreement(s) occurring prior to such termination and the obligations of the Parties thereto with respect to such existing claims shall survive termination.

5.4.5 Any such termination shall not apply to any provisions in any agreements that impact the Facility Debt.

5.5 **Cumulative Remedies.** Except as expressly set forth in Section 5.1, Section 5.2 and Section 5.4 of this Agreement, each right or remedy of the County, WVID or Developer provided for herein shall be cumulative of and shall be in addition to every other right or remedy of the County, WVID and/or Developer provided for in this Agreement, and the exercise (or the beginning of the exercise) by the County, WVID or Developer of any one or more of the rights or remedies provided for in this Agreement, shall not preclude the simultaneous or later exercise by the County, WVID or Developer of any or all other rights or remedies provided for in this Agreement or the Facility Operating Agreement or hereafter existing at law or in equity, by statute or otherwise.

6. **Governing Law: Interpretation.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The Parties hereby agree that venue and jurisdiction for all legal proceedings arising out of or relating to this Agreement shall be exclusively in the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court. The headings of sections and paragraphs in this Agreement are for convenience only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Agreement, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable where the context so requires. Time is of the essence of this Agreement.

7. **Entire Agreement.** This Agreement constitutes the sole and entire agreement among the Parties with respect to this Agreement and supersedes all prior written or oral agreements among them relating to that subject matter, including, without limitation, the Term Sheet. Waiver by any Party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or other provision of this Agreement.

8. **Representations and Warranties.**

8.1 ANLBC hereby represents and warrants to the County and WVID as follows:

8.1.1 the execution, delivery and performance by ANLBC of this Agreement have been duly authorized by all necessary corporate action, and do

not and will not contravene or conflict with (i) the certificate of existence or bylaws of ANLBC, (ii) any provision of MLB Rules and Regulations, (iii) any law, order, rule, regulation, writ, injunction or decree now in effect of any government, governmental instrumentality or court having jurisdiction over ANLBC, or (iv) any loan agreement or other contractual restriction binding on or affecting ANLBC or any of its property or assets, except where any of the foregoing could not reasonably be expected to have a material adverse effect on ANLBC;

8.1.2 this Agreement is a legal, valid and binding obligation of ANLBC enforceable against ANLBC in accordance with its terms;

8.1.3 there is no known action, proceeding or investigation pending or, to the knowledge of ANLBC, affecting ANLBC, which may adversely affect the ability of ANLBC to fulfill and perform its obligations and its other undertakings under this Agreement. ANLBC is not in default with respect to any judgment, order, injunction or decree of any Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement;

8.1.4 ANLBC is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Georgia; and

8.1.5 ANLBC is a member in good standing of MLB and is in compliance in all material respects with all applicable MLB Rules and Regulations which are relevant to the transactions contemplated herein.

8.2 County hereby represents and warrants to ANLBC and WVID as follows:

8.2.1 the execution, delivery and performance by County of this Agreement have been duly authorized by all necessary governmental action, and do not and will not contravene or conflict with any statutes, regulations, rules, agreements, charters, instruments, contracts, judgments, orders, stipulations, injunctions, decrees or other restrictions to which the County or its assets may be bound or affected;

8.2.2 this Agreement is a legal, valid and binding obligation of the County enforceable against County in accordance with its terms; and

8.2.3 there is no known action, proceeding or investigation pending or, to the knowledge of County, affecting County, which may adversely affect the ability of County to fulfill and perform its obligations and its other undertakings under this Agreement. County is not in default with respect to any judgment, order, injunction or decree of any Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement.

8.3 WVID hereby represents and warrants to ANLBC and County as follows:

8.3.1 the execution, delivery and performance by WVID of this Agreement have been duly authorized by all necessary governmental action, and do not and will not contravene or conflict with any statutes, regulations, rules, agreements, charters, instruments, contracts, judgments, orders, stipulations, injunctions, decrees or other restrictions to which the WVID or its assets may be bound or affected;

8.3.2 this Agreement is a legal, valid and binding obligation of WVID enforceable against WVID in accordance with its terms; and

8.3.3 there is no known action, proceeding or investigation pending or, to the knowledge of WVID, affecting WVID, which may adversely affect the ability of WVID to fulfill and perform its obligations and its other undertakings under this Agreement. WVID is not in default with respect to any judgment, order, injunction or decree of any Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement.

9. **Successors and Assigns: Third Party Beneficiaries.**

9.1 This Agreement shall bind ANLBC and its assigns and successors; provided that ANLBC shall not be entitled to transfer or assign its obligations hereunder without the prior written consent of the County and WVID, which consent shall be in their sole discretion and may be conditioned upon ANLBC's remaining liable under this Agreement if the County and WVID are not reasonably satisfied with the creditworthiness of the transferee; provided, further, however, that ANLBC may, without the prior written consent of the County or WVID, transfer and assign, whether via stock sale, merger, asset acquisition or otherwise, its obligations hereunder to any Person that acquires all or a majority of the outstanding stock or assets of ANLBC, including therewith the Team's Major League Baseball franchise upon receipt of MLB Approval (a "Transferee"), provided that (i) such Transferee assumes, in a writing reasonably satisfactory to the County and WVID, all of the obligations of ANLBC under this Agreement (unless such acquisition is in the form of a stock acquisition and ANLBC remains a Party to this Agreement), and (ii) such Transferee assumes all of the other obligations of ANLBC and its Affiliates under the other Operative Agreements. ANLBC shall provide the County and WVID written evidence of MLB Approval of the Transferee within ten (10) business days after ANLBC's receipt thereof.

9.2 This Agreement shall bind the County, WVID and their respective assigns and successors; provided that neither the County nor WVID may transfer or assign this Agreement or any of their respective rights and obligations hereunder without the prior written consent of ANLBC.

9.3 Developer may assign its rights hereunder as a whole in connection with an assignment of its rights under the Development Agreement and subject to the same conditions as are set forth in the Development Agreement. The assignment of obligations is not referenced in this Section 9.3 because Developer has no obligations under this Agreement.

9.4 Nothing in this Agreement, express or implied, is intended to (a) confer upon any Person other than MLB, Developer (solely with respect to the terms creating rights in or which benefit Developer), the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise; or (b) authorize anyone not a party to this Agreement (other than MLB and Developer (solely with respect to the terms creating rights in or which benefit Developer)) to bring or maintain an action pursuant to or based upon this Agreement.

10. **Amendments; Waivers.** No modification, amendment or waiver of this Agreement or of any of its conditions or provisions shall be binding unless such modification, amendment or waiver is in writing and signed by the Parties, and that all necessary MLB Approvals have been obtained in advance thereof.

11. **Indemnification by ANLBC.** ANLBC shall indemnify and hold harmless the County, WVID and each and all of their respective directors, officers, employees, agents, licensees, volunteers, independent contractors and consultants or any of them as their interests may appear (collectively, "**Government Indemnitees**") and Developer and Developer Guarantor and each and all of their respective directors, officers, employees, agents, licensees, volunteers, independent contractors and consultants or any of them as their interests may appear, of, from and against all claims, fines, claim costs, charges and expenses, liabilities, suits, obligations, demands, actions, settlements, and judgments recovered from any of them, including attorneys' fees incurred to defend such claims (collectively, "**Losses**"), to the extent such Losses arise from any breach of this Agreement by ANLBC. To the extent applicable, any such indemnification shall be provided in accordance with the indemnification procedures set forth in Section 21 of the Facility Operating Agreement. ANLBC expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by ANLBC shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Government Indemnitees as herein provided.

12. **Sovereign Immunity.** Notwithstanding any other provision of this Agreement, nothing herein shall be construed as a waiver of any limitations of liability applicable to WVID or the County as set forth in Section 768.28, Florida Statutes or other applicable law.

13. **Nonrecourse Liability of ANLBC Personnel.** Notwithstanding and prevailing over any contrary provision or implication in this Agreement and except for their criminal acts with respect to this Agreement (i.e., acts which would constitute crimes were they prosecuted for and convicted of such acts), the ANLBC Personnel shall not in any way be liable under or with respect to this Agreement; no deficiency or other monetary or personal judgment of any kind shall be sought or entered against any of ANLBC Personnel with respect to liability under or with respect to this Agreement; no judgment with respect to liability under or with respect to this Agreement shall give rise to any right of execution or levy against the assets of any of ANLBC Personnel; and the liability of ANLBC under this Agreement shall be limited to the assets of ANLBC.

14. **Nonrecourse Liability of County and WVID Personnel.** Notwithstanding and prevailing over any contrary provision or implication in this Agreement, no member, elected or

appointed official, officer, employee, agent, independent contractor or consultant of the County or WVID shall be liable to ANLBC, or any successor in interest to ANLBC, in the event of any default or breach by the County or WVID for any amount which may become due to ANLBC or any successor in interest to ANLBC under this Agreement, or on any other obligation under the terms of this Agreement, except for their criminal acts with respect to this Agreement (i.e., acts which would constitute crimes were they prosecuted for and convicted of such acts).

15. **Notices.** Any notice, consent or other communication under this Agreement shall be in writing and shall be considered given when delivered in person or sent by electronic mail (provided that any notice sent by electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier, or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section 15 to the other parties):

To ANLBC:	Mr. Terry McGuirk CEO Atlanta National League Baseball Club, LLC 755 Battery Avenue SE Atlanta, GA 30339
With a copy to:	Mr. Greg Heller Executive Vice President & Chief Legal Officer Atlanta National League Baseball Club, LLC 755 Battery Avenue SE Atlanta, GA 30339
To County:	County Administrator 1660 Ringling Blvd. Sarasota, FL 34236
With a copy to:	County Attorney 1660 Ringling Blvd. Sarasota, FL 34236
To WVID:	C/o Special District Services The Oaks Center 2501A Burns Road Palm Beach Gardens FL 33410 United States of America Attn: District Manager
With a copy (which shall not constitute notice) to:	O'Melveny & Myers LLP Times Square Tower 7 Times Square New York, NY 10036 Attention: Irwin Raij, Esq.

E-mail: iraij@omm.com

With a copy (which shall not constitute notice) to:

Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301
Attention: Jonathan Johnson, Esq.
E-mail: jonathanj@hgslaw.com

To Developer:

4901 Vineland Road, Suite 450
Orlando, FL 328111
Attention: Leslie Candes

With a copy (which shall not constitute notice) to:
7350 Point of Rocks Road
Sarasota, Florida 34242
Attention: John Peshkin

With a copy (which shall not constitute notice) to:
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, FL 34236
Attention: E. John Wagner, II, Esq.

16. **Severability**. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under any applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under any applicable Law, the Parties shall, to the extent possible, negotiate a revised provision which (a) complies with Applicable Law, (b) does not alter any of the substantive rights, obligations or liabilities of any party under this Agreement or the Facility Operating Agreement, and (c) confers upon the Parties the benefits intended to be conferred by the invalid provision; and the remaining provisions of this Agreement, if capable of substantial performance, shall be enforced as if this Agreement was entered into without the invalid provision.

17. **Counterparts**. If this Agreement is executed in several counterparts, each of those counterparts shall be deemed an original, and all of them together shall constitute one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of ANLBC, duly authorized officials of the County and duly authorized officials of WVID, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of this __ day of May, 2017.

ATLANTA NATIONAL LEAGUE BASEBALL CLUB, LLC, a Georgia limited liability company

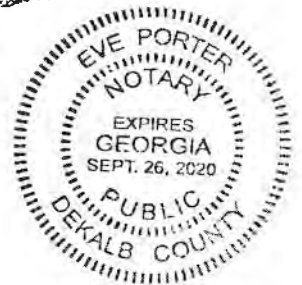
By: [Signature]
Name: Terence F. McGuirk
Title: Chief Executive Officer

STATE OF Georgia)
) : SS.:
COUNTY OF DeKalb)

On the 22nd day of May in the year 2017, before me, the undersigned officer, personally appeared Terry McGuirk, personally known to me or proved to me on the basis of satisfactory evidence to be the CEO of Atlanta National League Baseball Club, LLC, a Georgia limited liability company, and that s/he, as such officer, being authorized to ~~do so~~ executed the foregoing instrument for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.


[Signature]
Notary



[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of ANLBC, duly authorized officials of the County and duly authorized officials of WVID, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of this 31st day of May, 2017.

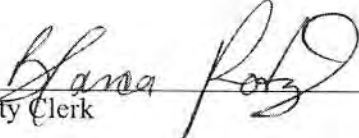
SARASOTA COUNTY, a charter county and political subdivision of the State of Florida

By: 
Name: _____
Title: Chairman

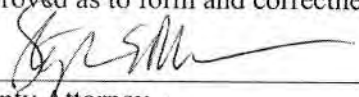


ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: 
Deputy Clerk


Approved as to form and correctness


County Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of ANLBC, duly authorized officials of the County and duly authorized officials of WVID, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of this 15 day of May, 2017.

WEST VILLAGES IMPROVEMENT DISTRICT,
an independent special district created pursuant to
Chapter 189, Florida Statutes

By: 
Name: MARTIN R. SUDA
Title: Chairman

FACILITY OPERATING AGREEMENT

This Facility Operating Agreement (“**Agreement**”) is made and entered into this ___ day of May, 2017, by and between Sarasota County, Florida, a charter county and political subdivision of the State of Florida (the “**County**”) and Atlanta National League Baseball Club, LLC, a Georgia limited liability company (“**ANLBC**”). The County and ANLBC shall be referred to herein jointly as the “**Parties**” and each, individually, as a “**Party**”.

WITNESSETH:

WHEREAS, ANLBC, County, the City of North Port, Florida, a municipal corporation of the State of Florida (“**City**”), West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes and Chapter 2004-456, Laws of Florida, Acts of 2004, as amended (“**WVID**”), Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership (“**Developer**”), and Calben (US) Corporation, a Delaware corporation (“**Developer Guarantor**”) have entered into that certain Letter of Intent and Term Sheet dated March 9, 2017 (collectively, the “**Term Sheet**”);

WHEREAS, ANLBC is the owner and operator of a Major League Baseball franchise known as the Atlanta Braves (the “**Team**”);

WHEREAS, per the terms of the Term Sheet, ANLBC, County, City, WVID, Developer and Developer Guarantor have set forth the material terms pursuant to which Developer shall contribute the Facility Site (as set forth below) and contribute certain offsite roadway improvements to facilitate ingress and egress to the Facility Site, and WVID will design, build, construct and finance a new Facility for Spring Training (as set forth below) and convey such Facility to the County upon receipt of all necessary permits and approvals for the lease of the facility to ANLBC and its use by the Team starting with the 2019 MLB Spring Training season;

WHEREAS, the Term Sheet contemplates that ANLBC and County will enter into this Agreement and as such this Agreement sets forth their full and complete understanding of the terms and conditions under which ANLBC will occupy, use, operate and manage the Facility;

WHEREAS, the Facility will serve the paramount public purpose of promoting tourism, gainful employment and economic growth within the City, the County, and the State of Florida;

WHEREAS, ANLBC is contemporaneously entering into a Non-Relocation Agreement as a material inducement to the County to enter into this Agreement; and

WHEREAS, the Parties desire that this Agreement set forth their full and complete understanding with respect to subject matter herein contained.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, ANLBC and County, each intending to be legally bound, do hereby mutually agree as follows:

1. **Incorporation of Recitals.** The above recitals are hereby confirmed as correct and incorporated herein by reference.

2. **Definitions.** As used herein, the following terms shall have the following meanings:

(a) **ANLBC Event** shall mean any and all events authorized, promoted and/or staged by ANLBC or by third party licensees of ANLBC at the Facility or the Facility Site hereunder which are not Home Games, including, without limitation, other sporting events, special events, concerts, festivals, fairs, attractions, corporate events, business conferences, conventions, community festivals, fantasy camps and/or other lawful activities.

(b) **Annual Fee** shall mean the annual fee payable by ANLBC in connection with this Agreement.

(c) **Annual Fee Confirmation** shall have the meaning set forth in **Section 6(a)** of this Agreement.

(d) **Braves Completion Deadline** shall mean January 15, 2019.

(e) **Capital Maintenance Fund** shall mean the capital maintenance fund maintained by the County for Capital Maintenance and Repairs for the Facility.

(f) **Capital Maintenance and Repairs** shall mean the provision of labor, services and materials reasonably necessary to maintain, repair, restore and/or replace, when reasonably necessary, all structural components (which may include, but not be limited to, foundations, footings, structural members, piers, columns, walls, roofs, ramps and steps), system components (which may include, but not be limited to, energy management and control programs, electrical components, heating and hot water systems, air conditioning, ventilating, plumbing, gas and water systems and escalators, elevators and dumb waiters) and/or integral parts (which may include, but not be limited to, drainage systems and light towers) of the Facility and/or the Facility Site of a character typically required to be capitalized under generally accepted accounting procedures, as a result of any damage, destruction, ordinary wear and tear or functional obsolescence, and including, but not limited to, those items set forth in **Exhibit A-1** of this Agreement and expressly excluding Routine Maintenance.

(g) **City Events** shall have the meaning set forth in **Section 5(d)** of this Agreement.

(h) **City Use Agreement** shall mean that certain Use Agreement by and between ANLBC and the City for use of the main stadium portion of the Facility by the City for City Events.

(i) **Claim or Claims** shall have the meaning set forth in **Section 20(a)** of this Agreement.

(j) **CMF Funding Schedule** shall mean the contributions to the Capital Maintenance Fund pursuant to the Capital Maintenance Fund funding schedule (the “**CMF Funding Schedule**”) attached as **Exhibit B** hereto

(k) **Commencement Date** shall mean the date upon which Substantial Completion occurs.

(l) **Commissioner** shall mean 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.

(m) **Comparable Spring Training Facilities** shall mean, when comparing the design, construction, maintenance and improvements of the Facility, MLB Spring Training facilities in Florida of reasonably comparable size, age and features, as determined by ANLBC.

(n) **County Bonds** shall mean those certain bonds to be issued by the County to meet the obligation to WVID to provide funding toward the construction of the Facility pursuant to the Term Sheet and the Development Agreement.

(o) **County Events** shall have the meaning set forth in **Section 5(d)** of this Agreement.

(p) **County-WVID Interlocal Agreement** shall mean that certain interlocal agreement by and between the County and WVID which sets forth each of the County’s and WVID’s rights and obligations in connection with the development, construction, ownership and funding of the Facility.

(q) **Deed Restriction** shall mean that certain Deed Restriction for that certain mixed-use project comprised of hospitality and/or residential and other components adjacent to the Facility Site, stating that any portion of the project that is within a quarter mile of the Facility will be built in accordance with (a) architectural guidelines designed to create an architectural theme that is consistent with the architectural theme of the Facility and (b) with commercially reasonable use restrictions having the intention of prohibiting material adverse effects on the use of the Facility as the Team’s spring training facility.

(r) **Defaulting Party** shall have the meaning set forth in **Section 31(a)** of this Agreement.

(s) **Default Rate** shall have the meaning set forth in **Section 31(b)** of this Agreement.

(t) **Developer Events** shall have the meaning set forth in **Section 5(d)** of this Agreement.

(u) **Developer License Agreement** shall mean that certain Use Agreement by and between ANLBC and the Developer for use of the main stadium portion of the Facility by the Developer for the Developer Events.

(v) **Development Agreement** shall mean that certain Development Agreement by and among ANLBC, the County, City, WVID, Developer and Developer Guarantor in connection with the development and administration of the Facility and the facilities and other property as described therein on the Facility Site.

(w) **Discretionary Improvements** shall have the meaning set forth in Section 15(a) of this Agreement.

(x) **Drainage License Agreement** shall mean the agreement between the County, ANLBC, WVID and Developer setting forth the rights, duties and obligations of the parties with regard to the Stormwater Management Facilities (as defined in the Drainage License Agreement) and the Stormwater Site (as defined in the Drainage License Agreement), and providing all rights necessary for the required drainage of the Facility and the Facility Site.

(y) **Emergency** shall mean condition which (1) involves a danger to public health or safety, (2) is likely to result in immediate, substantial damage to the Facility or the Facility Site or (3) is sudden and immediate and if not quickly cured would have a material impact on ANLBC's ability to use and operate the Facility.

(z) **Extension Term** shall have the meaning set forth in Section 3(c) of this Agreement.

(aa) **Facility** shall mean a professional sports franchise facility for spring training of a Major League Baseball team, including a stadium, training facilities, practice fields, clubhouses, administrative and operational facilities, dedicated on-Facility Site parking areas, and other appurtenances and improvements, intended for use by the Team and for other tourism and community uses contemplated by the Operative Agreements, and shall also include, without limiting the foregoing, all improved and unimproved areas of the Facility Site and any off-Facility Site improvements required for regulatory approval.

(bb) **Facility Debt** shall mean the WVID Debt (as defined below) together with the State Sales Tax Payments Bonds (as defined below).

(cc) **Facility Site** shall mean that certain tract of land situated in Sarasota County, Florida, as generally set forth in Exhibit C attached hereto and incorporated herein by reference, and all physical improvements thereto pursuant to the Program Requirements. For the avoidance of doubt, the Facility Site shall not include the Stormwater Site (as defined in the Drainage License Agreement). The Parties agree that the legal description of the Facility Site may be refined in the Development Agreement and agree that the final agreed legal description shall be memorialized in a written agreement signed by the Parties prior to Substantial Completion consistent with the Development Agreement.

(dd) **FF&E** shall mean the furniture, fixtures and equipment utilized in connection with the Facility and which are not deemed to be Trade Fixtures.

(ee) **Florida State League** shall mean the minor league baseball league currently operating in Florida, and known as the Florida State League.

(ff) **Force Majeure** shall mean shall mean acts of God, natural disaster, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action (except that, as to the County, governmental action shall exclude any governmental action or inaction with respect to the granting or withholding of any governmental approvals or permits needed for the development of the Facility within the control of the County), material shortages, industry wide strikes, boycotts, lockouts or labor disputes (including, without limitation, labor disputes involving MiLB or MLB players that result in missed games), or any other similar or like event or occurrence beyond the reasonable control of a Party hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

(gg) **Governmental Authority or Governmental Authorities** shall mean any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency, or any instrumentality of any of them having jurisdiction with respect to the Facility or Facility Site and any Persons in connection with the design, development, construction, equipping, commissioning, use, occupancy, possession, operation, maintenance and management of the Facility or Facility Site.

(hh) **Grapefruit League** shall mean the collection of Major League Clubs that are located in Florida and compete in Spring Training games each year.

(ii) **Gulf Coast League** shall mean the minor league baseball league currently operating in Florida, and known as the Gulf Coast League.

(jj) **Home Game** shall mean all baseball games played in the Facility involving the Team or its players as a participant during Spring Training, extended spring training games, Gulf Coast League games (if applicable), Florida State League games (if applicable) and instructional league games (if applicable), if and as applicable.

(kk) **Major League Baseball or MLB** shall mean, depending on the context, any or all of (i) the Office of the Commissioner of Baseball, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (ii) the Major League Clubs acting collectively.

(ll) **Major League Baseball Club or Major League Club** shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

(mm) **Major League Constitution** shall mean 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.

(nn) **Minor League Baseball or MiLB** shall mean the National Association of Professional Baseball Leagues which is the governing body of professional minor league baseball.

(oo) **MLB Agency Agreement** shall mean 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 Office of the Commissioner of Baseball (and the Operating Guidelines related thereto), as may be amended, supplemented or otherwise modified from time to time.

(pp) **MLB Approval** shall mean, with respect to the Major League Clubs, the Commissioner of Baseball, or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

(qq) **MLB Entity** shall mean each of the Office of the Commissioner of Baseball, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective past, present or future affiliates, assigns or successors.

(rr) **MLB Governing Documents** shall mean 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 Office of the Commissioner of Baseball, 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 Office of the Commissioner of Baseball, 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 MLB Agency Agreement.

(ss) **MLB Rules and Regulations** shall mean (x) the MLB Governing Documents, (y) any present or future agreements or arrangements entered into by, or on behalf of, the Office of the Commissioner of Baseball, 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 (z) 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 Office of the Commissioner of Baseball or any other MLB Entity as in effect from time to time.

(tt) **Multipurpose Fields** shall mean the grass fields comprising a portion of the Facility Site used for a multitude of public recreational events and as overflow parking for the Facility as generally depicted on **Exhibit D**. The Parties agree that the Multipurpose Fields may be refined in the Development Agreement and agree that the final agreed description of the Multipurpose Fields shall be memorialized in a written agreement signed by the Parties prior to Substantial Completion consistent with the Development Agreement.

(uu) **Non-Relocation Agreement** shall mean that certain Non-Relocation Agreement dated as of the date hereof by and between ANLBC, the County and WVID governing ANLBC's obligations to use the Facility as the sole spring training facility of the Team pursuant to the terms thereof, as the same may be amended or supplemented from time to time.

(vv) **Non-Relocation Default** shall have the meaning set forth in the Non-Relocation Agreement.

(ww) **Office of the Commissioner of Baseball** shall mean 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.

(xx) **Operative Agreements** shall mean, collectively, the following agreements: (i) this Agreement, (ii) the Development Agreement, (iii) the Non-Relocation Agreement, (iv) the City Use Agreement; (v) the Developer License Agreement, (vi) the County-WVID Interlocal Agreement; (vii) the Deed Restriction, (viii) the Spring Training Program Agreement, and (ix) any other agreements deemed necessary by the Parties to memorialize the terms and conditions set forth in the Term Sheet.

(yy) **Person or Persons** shall mean any natural person, sole proprietorship, corporation, association, partnership, trust, limited liability company, limited liability association, unincorporated association or organization, joint venture, joint stock company, Governmental Authority, political subdivision or any other entity.

(zz) **Program** shall mean the design and construction requirements for the Facility and the Facility Site as more particularly set forth in the Development Agreement. The Program Requirements shall be subject to modification and adjustment as set forth in the Development Agreement.

(aaa) **Project Budget** shall mean the budget of the costs to construct the Facility, as updated by the District from time to time, more particularly set forth in the Development Agreement.

(bbb) **Public Plaza** shall mean the entry plaza to the Facility as generally depicted on Exhibit D. The Parties agree that the Public Plaza may be refined through the Parties' participation in the Development Agreement and agree that the final agreed description of the Public Plaza shall be memorialized in a written agreement signed by the Parties prior to Substantial Completion.

(ccc) **Routine Maintenance** shall mean the provision of labor, services and materials for the Facility and/or Facility Site, conducted in a manner otherwise reasonably necessary to (a) maintain the Facility and/or Facility Site in good, clean working order and repair and (b) conduct routine and preventative maintenance consistent with MLB industry standards for facility maintenance of Spring Training facilities in Florida, normal wear and tear excepted, and which are of a routine, regular and predictable nature given the age and useful life of the Facility and/or Facility Site, and the manner in which they have been utilized, and including, but not limited to, those items set forth in Exhibit A-2 of this Agreement.

(ddd) **Spring Training** shall mean, as to each calendar year of the Term, the regular annual training period during winter and early spring of any year during which the Team prepares for an upcoming MLB season, and shall be deemed to include time reasonably required for (i) the preparation of the Facility, (ii) planning for the start of Spring Training, (iii) additional minor league player training prior to the commencement of the minor league season, and (iv) a period for the “winding down” of Spring Training activities by the Team, It is anticipated by the parties that the foregoing timeframe will be from approximately January 15 to approximately April 15 of each calendar year.

(eee) **Spring Training Program Agreement** shall mean the Spring Training Program Agreement between the Florida Department of Economic Opportunity and WVID relative to the State Sales Tax Payments Bonds as the same may be amended or supplemented from time to time.

(fff) **State Sales Tax Payments Bonds** one or more series of revenues bonds on a taxable or tax-exempt basis that the District shall issue, payable from state funding received from the State of Florida pursuant to Section 288.11631, Florida Statutes relating to the Facility.

(ggg) **Substantial Completion** shall mean the occurrence of all of the following: (i) the design professional has delivered to the Parties a certificate certifying that the Facility has been substantially completed subject to the completion of minor punch list items that do not materially affect the use or occupancy of the Facility, (ii) all required governmental inspections and certifications have been made and posted and all necessary MLB Approvals have been obtained, and (iii) a temporary or permanent Certificate of Occupancy has been issued in respect of the Facility; provided that the Certificate of Occupancy shall be delivered to ANLBC promptly following its issuance.

(hhh) **Term** shall have the meaning set forth in Section 3(a) of this Agreement.

(iii) **Termination Events** shall have the meaning set forth in Section 31(d) of this Agreement.

(jjj) **Third Party Events** shall have the meaning set forth in Section 5(d) of this Agreement.

(kkk) **Trade Fixtures** shall mean, collectively, fixtures that are not part of the Program Requirements (as set forth in the Development Agreement) and are funded solely by ANLBC (i.e., not from the Capital Maintenance Fund), and which are not integral to the operation of the Facility as an MLB Spring Facility, but rather are supplemental or additive to the Facility and are capable of removal.

(lll) **WVID Debt** shall mean one or more series of revenue bonds, notes or other form of indebtedness on a taxable or tax-exempt basis that the District shall issue, payable from the City Contribution (as will be more specifically described in the Development Agreement), Developer Contribution (as will be more specifically described in the Development Agreement) and Annual Fee.

3. Term.

(a) Subject to the satisfaction of the conditions precedent set forth below, the “Term” of this Agreement shall commence as of the Commencement Date and shall continue until December 31, 2048 provided Substantial Completion has occurred by February 1, 2019. In the event that Substantial Completion has not occurred by February 1, 2019, the Term of this Agreement shall automatically extend for an additional year and run from the Commencement Date until December 31, 2049. The effectiveness of this Agreement is additionally subject to satisfaction of each of the following conditions precedent:

(i) The State of Florida, pursuant to Section 288.11631, Florida Statutes, approving the funding for the Facility and Facility Site as contemplated in the Term Sheet and entering into the Spring Training Program Agreement with the WVID;

(ii) Developer conveying the Facility Site (as will be more specifically described in the Development Agreement) to WVID;

(iii) WVID conveying fee title to the Facility and the Facility Site to the County and entering the Drainage License Agreement with the County, ANLBC and Developer;

(iv) The execution of the Development Agreement by November 30, 2017; and

(v) The receipt of MLB Approval of this Agreement.

(b) Each Party shall have the right to terminate this Agreement in the event that the Development Agreement has been terminated prior to November 30, 2017; provided that any such termination shall not apply to any provisions in any agreements that impact the Facility Debt. Each Party shall have the right to terminate this Agreement in the event that funding has not been received by December 31, 2017 unless WVID has acquired temporary financing. However, if permanent funding for the project is not in place by February 28, 2018, each Party shall have the right to terminate this Agreement. ANLBC shall have the right to terminate this Agreement in the event Substantial Completion has not occurred by February 1, 2020.

(c) The Term may be extended at the option of ANLBC for two (2) separate, but consecutive, periods of five (5) years each (each, an “Extension Term”). In order to exercise the first five (5) year Extension Term, ANLBC must provide written notice to the County on or before at least one (1) year prior to the end of the initial Term. In order to exercise the second five (5) year Extension Term, ANLBC must provide written notice to the County on or before at least one (1) year prior to the end of the first Extension Term. ANLBC and the County shall have no obligations to fund the Capital Maintenance Fund during any years of any Extension Term.

4. Ownership of the Facility and/or the Facility Site. Upon conveyance of fee title from WVID to the County, the Facility and the Facility Site shall be owned in fee simple by the County and ANLBC shall not have any ownership interest in the Facility and/or the Facility Site. Notwithstanding the foregoing, it is understood that if any Trade Fixture or other improvement to the Facility is owned by ANLBC and is capable of removal at the end of the Term, then ANLBC shall retain ownership thereof and have the right to remove and dispose of such improvement as it deems appropriate in accordance with Section 16 of this Agreement.

5. Use of the Facility and the Facility Site.

(a) Exclusive Use. Except as otherwise specifically set forth herein, in accordance with the terms and conditions of this Agreement, ANLBC shall have the exclusive right and obligation to use, manage, operate and permit designated third parties to use the Facility and the Facility Site for all purposes allowable under and in compliance with all applicable laws during the Term and any Extension Term including, without limitation, the exclusive right and obligation to exhibit, market and promote, schedule and play Home Games in the Facility, to authorize, market and promote and/or stage ANLBC Events at the Facility and the Facility Site in accordance with all applicable laws, and enter into contracts, retain vendors and otherwise take all other actions reasonably necessary and desirable to exploit the exclusive rights set forth herein, as long as such events and actions do not materially and adversely interfere with the principal purpose of the Facility as an MLB Spring Training Facility. The exclusive rights of ANLBC or its permitted assignees and/or sub-licensees hereunder shall include, without limitation, the following rights:

(i) During Spring Training, and subject to MLB Rules and Regulations which the County acknowledges may result in a reduction of Home Games, ANLBC shall have the right and obligation to exhibit, promote, schedule and play or conduct at least fifteen (15) Grapefruit League Home Games in the main stadium with at least two (2) such games scheduled to begin after 6:00 pm, between the Team and another Major League Club, to conduct practices (including, without limitation, during Spring Training, extended Spring Training, Gulf Coast League (if applicable), Florida State League (if applicable), and instructional league (if applicable)), clinics, promotions and fan activities and to set the terms, conditions, pricing and parameters of admittance thereto (provided, however, that this paragraph shall not limit the Team from hosting a limited number of games in other locations pursuant to the Non-Relocation Agreement). The County acknowledges that (a) Home Games may be postponed or cancelled because of inclement weather or poor playing field conditions, (b) In the event of inclement weather or poor playing field conditions, ANLBC shall have sole authority to determine whether a Home Game is played and (c) ANLBC shall have sole authority to determine whether a Home Game not played because of inclement weather or poor playing field conditions is rescheduled;

(ii) Outside of Spring Training, ANLBC shall also have the right and obligation to exhibit, promote, schedule and play or conduct Home Games for extended Spring Training, Gulf Coast League (if applicable), Florida State League (if applicable), and instructional league (if applicable), to conduct practices (including, without limitation, extended Spring Training, Gulf Coast League, Florida State League (if applicable), and instructional league (if applicable)), clinics, promotions and fan activities and to set the terms, conditions, pricing and parameters of admittance thereto (provided, however, that this paragraph shall not limit the Team from hosting a limited number of games in other locations pursuant to the Non-Relocation Agreement);

(iii) The right and obligation to exhibit, conduct, authorize, market and promote and/or stage ANLBC Events and to set the terms, conditions, pricing and parameters of admittance thereto;

(iv) The right to license and operate luxury suites, club suites, party suites, stadium clubs, dining clubs, bars and other premium areas on a year-round basis;

(v) The right to license and operate any and all bars, restaurants, food courts, food service facilities, food trucks, game rooms, business centers and/or other retail and entertainment facilities or enter into liquor, food service or other licenses in connection with any such facilities;

(vi) The right to establish the prices, rates, fees or other charges for goods, services or rights, including, without limitation, concessions and ticket charges;

(vii) The right to license and operate a Team or third-party retail merchandise store or stores;

(viii) The right to license and operate the sale of food, alcoholic beverages, non-alcoholic beverages, souvenirs and other items normally considered "concessions" for a professional sports team or in connection with other permitted events;

(ix) Subject to compliance with all applicable laws and regulations, the right to display, control, conduct, license, permit, sell and enter into agreements regarding the display of advertising, sponsorship and promotional activity, signage, designations (including "pouring rights" or similar designations), rights of exclusivity and priority, and messages and displays of every kind and nature, whether now existing or developed in the future, including but not limited to permanent, non-permanent and transitory signage or advertising displayed on permanent or non-permanent advertising panels or on structures, fixtures or equipment (such as scoreboard or canopy advertising) whether within or on the exterior of the Facility or elsewhere in or around the Facility or the Facility Site; audio or video public address advertising and message board advertising; programs; virtual advertising; sponsor-identified projected images; advertising on or in schedules, admission tickets and yearbooks; all other print and display advertising; promotional events sponsored by advertisers; advertising display items worn or carried by concessionaires or personnel engaged in the operation of any Facility event; logos, slogans, uses of trademarks or other forms of advertising affixed to or included with cups, hats, clothing, baseball equipment or other items; field-related advertising; and other concession, promotional or premium items; provided, however that any such activity shall comport with community standards of decency;

(x) The right to own and license the Facility and Facility Site name, and the rights to create, use, promote and commercialize any representation of the Facility or the Facility Site, in whole or in part, or the name or contents thereof, for licensing, promotional, publicity, general advertising and other suitable purposes, including, without limitation, the creation, use, promotion and commercialization of text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, in any media or embodiment, now known or later developed, and all other rights of marketing and advertising, exploitation, in any format, now known or later developed, and associated promotional opportunities; provided, however that any such activity shall comport with community standards of decency and subject to the terms and conditions of Section 9 below;

(xi) The right to license any and all trademarks, service marks, copyrights, names, symbols, words, logos, colors, designs, slogans, emblems, mottos, brands, designations, trade dress, domain names and other intellectual property (and any combination thereof) in any tangible medium;

(xii) The right to transmit, broadcast, telecast, cablecast, webcast, stream, podcast, e-mail, distribute or otherwise disseminate, via any forms of technology or communication now known or hereafter created, all Facility games and events, and all data and information related thereto, for preserving, transmitting, disseminating or reproducing for hearing or viewing Facility games and events and descriptions or accounts of or information with respect to Facility games and events, including via internet, radio, television broadcasting, print, film, photograph, video, tape reproduction, satellite, closed circuit, cable, digital, broadband, DVD, satellite, pay television and all comparable media now existing or hereafter developed;

(xiii) The right to license or otherwise contract regarding the use of space on the roof or in other locations with telecommunications service providers for the permanent placement of antennae and equipment, subject to review and approval by the County Administrator (such approval not to be unreasonably conditioned, withheld or delayed) and compliance with all applicable laws and regulations;

(xiv) The right to operate the Team's offices which may include, in ANLBC's sole discretion, relocating its scouting and player development operations to the Facility;

(xv) The right to license, manage and operate all parking areas on the Facility Site (including, without limitation, an exclusive Team parking area to be agreed and designated by the Parties in a written agreement prior to Substantial Completion) and set all parking fees associated therewith, excluding parking associated with Third Party Events;

(xvi) The right to employ or retain (as agents, employees or independent contractors), suspend, terminate, supervise and control, in accordance with applicable laws, all personnel (whether full-time, part-time or temporary) that ANLBC determines to be necessary, including, without limitation, ticket sellers, ticket takers, ushers, medical personnel, maintenance crews and security personnel (other than public safety personnel), and determine the compensation, benefits and other matters in connection with such personnel;

(xvii) The right to market and promote events and identify and contract with all contractors and vendors in connection with the ticket operations, concessions and advertising relating thereto;

(xviii) The right to control the issuance of all credentials for events at the Facility, other than Third Party Events; and

(xix) The right to license, operate and conduct such other lawful activities associated with MLB, Minor League Baseball, the Team or its business.

(b) Right to Sublicense. ANLBC shall be permitted to enter into contracts or licenses, retain vendors and otherwise take all other actions necessary and desirable to utilize the

exclusive rights set forth herein including, without limitation, the right to sublicense ANLBC's operational rights to the owner of a Florida State League team with which ANLBC has a professional development contract, provided the same are lawful and are within the scope of this Agreement. Notwithstanding the exercise of any rights to sublicense, ANLBC shall remain responsible to the County under this Agreement.

(c) All Areas. Other than during Third Party Events and public use of the Public Plaza and the Multipurpose Fields as described in Section 5(e) below, ANLBC shall have the exclusive right to use and possess all areas of the Facility and the Facility Site during the Term (and any Extension Term) of this Agreement subject to the County's limited right to enter and inspect the Facility for reasonable purposes from time to time during normal business hours and following the delivery of prior notification to ANLBC. The County shall fully and promptly restore any damage to the Facility or the Facility Site in connection with such entry and inspection.

(d) County Events, City Events and Developer Events.

(i) During the Term, the County shall have the right to use the main stadium portion of the Facility and such other areas of the Facility as ANLBC and the County may mutually agree but excluding ANLBC's offices and the major and minor league clubhouses, for up to ten (10) civic-oriented non-profit events (not to exceed twenty (20) calendar days total but subject to a potential increase in the number of days per Section 5(d)(iv) below if agreed to by ANLBC) (the "County Events") per year outside of the Braves' Spring Training season (and the County has authorized the City to use up to three (3) of those County Events, not to exceed six (6) calendar days total but subject to a potential increase in the number of days per Section 5(d)(iv) below if agreed to by ANLBC) (the "City Events"), for City-sponsored civic oriented non-profit events). Developer shall have the right to conduct up to five (5) events per year utilizing the main stadium portion of the Facility and such other areas of the Facility as ANLBC and the Developer may mutually agree but excluding ANLBC's offices and the major and minor league clubhouses (not to exceed ten (10) calendar days total) (the "Developer Events"). The County Events, City Events and Developer Events are collectively referred to herein as the "Third Party Events". In no event may any of the Third Party Events take place during the time period from January through the conclusion of Spring Training. ANLBC and the City will enter into the City Use Agreement prior to the Commencement Date which shall set forth the terms and conditions of the City's use of the Facility for the City Events. ANLBC and the Developer will enter into the Developer License Agreement prior to the Commencement Date which shall set forth the terms and conditions of the Developer's use of the Facility for the Developer Events. Both the City Use Agreement and Developer License Agreement shall be subject to the County approval and shall require insurance in the amounts set forth in Exhibit E that names the County as an additional insured for all City and Developer Events.

(ii) ANLBC (or its sublicensed vendors) will be responsible for staffing, managing, and operating the Facility (including set-up, trash and litter clean-up, utilities, and a five percent (5%) administrative fee) during all Third Party Events, and the County, City or Developer, as applicable, shall, unless otherwise agreed, be responsible for paying ANLBC its direct costs associated with such staffing, managing and operating (including set-up, trash and litter clean-up, utilities, and a five percent (5%) administrative fee).

(iii) Except for reimbursement of expenses incurred by ANLBC in connection with the staffing of Third Party Events as set forth above, the County, City or Developer, as appropriate, shall have the right to retain all revenues from such Third Party Events.

(iv) Prior to each Spring Training Season, but no later than November 30 of the year preceding such Spring Training Season, representatives of ANLBC, the County, City and Developer shall meet to discuss and agree in writing upon the dates when each of the County, City and Developer may use the main stadium portion of the Facility for Third Party Events, such dates and events subject to ANLBC's prior, written approval in its reasonable discretion, not to be unreasonably withheld, delayed or conditioned, in each instance and the County, City and the Developer acknowledge and agree that ANLBC planned events (which include, without limitation, Home Games and ANLBC Events) have priority over Third Party Events. Notwithstanding the foregoing, ANLBC agrees in good faith to reasonably allow proposed modifications to the agreed upon schedule of Third Party Events subject to proposed and anticipated ANLBC Events at the Facility. The reasonableness of such modifications is to be determined in light of the justification of the requesting party for the schedule modification, the timeliness of the schedule modification request, and the frequency of schedule modification requests.

(v) The County is self-insured for all liability claims and related expenses pursuant to Section 768.28, Florida Statutes. The City Use Agreement and the Developer License Agreement shall have indemnification obligations of the City and the Developer related to City Events and Developer Events, respectively.

(vi) In no event shall the County, City or Developer be permitted to use the Facility Site in a manner that causes or may cause any material damage to any playing surface or any part of the Facility Site (e.g., football games, rodeos, tractor pulls, etc.) unless otherwise approved in writing by ANLBC. Any damage to the Facility Site or playing surface occurring during Third Party Events caused by someone other than ANLBC, shall be immediately repaired by the responsible user (the County, City or Developer, as applicable), at the sole expense of such Party to the condition the Facility Site was in prior to the Third Party Event. The use of the Facility Site for Third Party Events shall include the public portions of the Facility and the Facility Site, the playing surface and the media areas. ANLBC will also consider the County requests to open other areas of the Facility and the Facility Site (excluding ANLBC's offices and exclusive Team parking areas) for use during City and County Events provided that such use will not conflict with ANLBC's ongoing operations and the opening of such other areas shall be in ANLBC's sole and reasonable discretion.

(e) Additional Benefits and Use of Public Plaza and Multipurpose Fields.

(i) ANLBC agrees to make available, during each Braves' Spring Training season during the Term, six (6) season tickets between the dugouts (in groups of two (2) and four (4)), a suite for two (2) games (food and beverage excluded) and two (2) parking passes to the County. The luxury suite, tickets and parking provided to the County hereunder shall be used for tourism promotion and economic development purposes.

(ii) During the Term, ANLBC agrees that the City, the County, WVID and the general public will have access and use of the Public Plaza and the Multipurpose Fields at times when there is not a Home Game, an ANLBC Event, or a conflicting Third Party Event, and provided such access and use does not interfere with the primary purpose of the Facility as the Team's training center or unduly burden or impact the Team's operations at the Facility. To maximize the public use of the Public Plaza and the Multipurpose Fields, ANLBC, the County, the City, and WVID shall communicate on a quarterly basis to create a schedule of proposed organized City, the County, and WVID use of the Public Plaza and the Multipurpose Fields for the following quarter. Certain organized use of the Public Plaza and/or the Multipurpose Fields by the City, County and/or WVID, as applicable, will require access to and use of restrooms by the general public, which will require advance coordination with ANLBC. As part of the quarterly communication process described above, the City, County and WVID shall each identify the times when their respective planned use of the Public Plaza and/or the Multipurpose Fields will require the use of restrooms. ANLBC agrees to make restrooms open and accessible for the coordinated organized public uses when the need is identified by the City, County or WVID provided such access and use does not interfere with the primary purpose of the Facility as the Team's training center or unduly burden or impact the Team's operations at the Facility and provided further, that the City, the County, or WVID, as applicable, shall be responsible for the cleaning and maintenance of such public restrooms in connection with such public use. The County acknowledges that ANLBC Home Games, ANLBC Events and ANLBC's general business and baseball operations at the Facility and the Facility Site shall take scheduling priority over the County's, the City's, WVID's and the general public's use of the Public Plaza and the Multipurpose Fields. It is expressly agreed that outside of Home Games, ANLBC Events, conflicting Third Party Events, and organized City, the County, or WVID use of the Public Plaza and the Multipurpose Fields, the Public Plaza and Multipurpose Fields will be open to use by the general public to enhance the role of the Facility and the Facility Site in the betterment of the community provided such use does not interfere with the primary purpose of the Facility as the Team's training center or unduly burden or impact the Team's operations at the Facility. To the extent permitted by applicable law, the County, City, and WVID, as applicable, shall be responsible for the prompt and complete restoration of any damage caused to the Public Plaza or the Multipurpose Fields during such public use.

(iii) Depending on the nature of the event and/or activity taking place in the Public Plaza and/or the Multipurpose Fields, ANLBC and the County will discuss in good faith requiring participants in the County and/or City recreational programs to sign a release of liability waiver prior to participating in such events and/or activities

6. ANLBC Financial Commitments.

(a) Annual Fee. ANLBC shall pay to WVID an Annual Fee, the initial payment due on the earlier of (a) Substantial Completion or (b) thirty (30) days prior to the District's first Debt Service Payment, in an amount equal to the outstanding annual debt service on the WVID Debt, excluding the City Contribution and Developer Contribution, issued to fund the construction of the Facility, with the amount of the Annual Fee payments to be made by ANLBC hereunder to be set forth in a definitive written agreement signed by ANLBC, WVID and the County, each acting in good faith (the "Annual Fee Confirmation"). The Annual Fee

shall be paid in two (2) equal annual payments, with such payments due thirty (30) days prior to the time WVID's two (2) annual debt service payments are due on the Facility as set forth in the Annual Fee Confirmation. The amount of the Annual Fee shall not be subject to increase without an updated and revised Annual Fee Confirmation executed by ANLBC and the County. In the event the actual cost of the Facility is less than the Project Budget, the Annual Fee shall be reduced, recalculated, and pro-rated, and shall be agreed upon in writing by ANLBC and the County in an updated and revised Annual Fee Confirmation based on the corresponding reduction in debt service needed to service the debt on the WVID Debt. The Annual Fee shall be used solely to fund scheduled debt service on the WVID Debt, and is to be paid by ANLBC to WVID for payment on the debt service on the WVID Debt.

(b) Concessionaire Allocation of Annual Fee. The Parties acknowledge and agree that 15% of the Annual Fee reflects ANLBC's use of the Facility for the purpose of operating food and drink concessionaire services within the premises, and 85% of the Annual Fee reflects ANLBC's use of the remaining facilities comprising the Facility. ANLBC shall be solely responsible to defend the allocation to the Florida Department of Revenue pursuant to Section 17(b) hereof and to pay the taxes imposed by the applicable Governmental Authority.

(c) Extension Term Fee. During any Extension Term, ANLBC will pay an annual payment of \$250,000 to the County on or before February 1 of each year of the Extension Term, which will be reinvested in the Facility as mutually agreed by ANLBC and the County.

(d) ANLBC FF&E. ANLBC shall be responsible for FF&E it deems necessary for installation at the Facility to operate the Team and to otherwise operate and manage the Facility. Such FF&E will include initial purchase of Facility scoreboard and scoreboard support structures, control room equipment and non-permanent concessions equipment but will not include concession stand build out (including permanent fixtures such as hoods and sinks which are included in the Project Budget). With the exception of the main scoreboard and associated scoreboard support structures, all FF&E paid for by ANLBC shall remain the property of ANLBC and may be removed by ANLBC at the conclusion of the Term. Any damage caused due to the removal of such FF&E shall be repaired diligently at the sole cost and expense of ANLBC.

7. Completion.

(a) Braves Completion Deadline. Per the terms of the Term Sheet, WVID has agreed to use commercially reasonable efforts to achieve Substantial Completion and receive all necessary approvals for the intended purpose of the Team conducting Spring Training operations and playing Spring Training games at the Facility on or before the Braves Completion Deadline.

(b) ANLBC Remedies. The County acknowledges and agrees that completion of the Facility on time is of great importance to ANLBC. No liability shall accrue to the County under this Agreement if the Braves Completion Deadline is not met, except if as a result of a material default by the County of its obligations hereunder or under the Operative Agreements, in which case the County shall assist ANLBC with finding an alternative temporary Spring Training site reasonably acceptable to ANLBC until such time as the Facility is complete. If the Braves Completion Deadline is not met other than as a result of an uncured material breach by

ANLBC of the Development Agreement, and the County has issued the County Bonds and WVID has issued the Facility Debt, ANLBC shall begin making its Annual Fee payments as set forth at Section 6(a) above, but until the Team is able to hold Spring Training operations and play Spring Training games at the Facility a pro rata portion of the Annual Fee (based on Spring Training Home Games missed) shall be reimbursed by WVID from financing reserves, if available, once sufficient for such reimbursement, if permitted under the Facility Debt documents. Any rights and remedies of ANLBC as a third party beneficiary under the architect agreement or construction management agreement, as applicable, and the right to reimbursement from any insurance proceeds it receives as an additional insured with respect to the foregoing shall be set forth in the Development Agreement.

8. Revenue Streams. Except as specifically set forth in this Agreement with respect to Third Party Events, ANLBC shall have the sole and exclusive right to retain all revenues, fees, and other amounts generated by ANLBC pursuant to this Agreement from the use, operation and management, license and/or sublicense of the Facility and the Facility Site from all sources, whether now existing or developed in the future and whether or not currently contemplated by the Parties, including, without limitation, all revenues from the exclusive rights granted to ANLBC in Section 5(a)(i)-(xviii) above.

9. Naming and Sponsorship Rights. ANLBC agrees to consult in good faith with the County on the sale of the naming rights to the Facility and agrees it will not sell naming rights to the Facility to any entity engaged in any business involving tobacco, illegal activity, sexually suggestive conduct and/or obscene or pornographic materials. Otherwise, ANLBC shall have the exclusive right to sell naming rights to the Facility, and to retain all revenues derived from such sale. The County acknowledges that ANLBC reserves the exclusive right to sell sponsorship, entitlement and/or naming rights to other designated areas of the Facility and the Facility Site and to retain all revenues related to such sales for such other areas. Following receipt by the County of written notice from ANLBC of the name of the Facility, the County shall exclusively use the name or names given to the Facility or any portion thereof in all correspondence, communications, advertising, websites, social media and promotions the County may undertake or utilize with respect to the Facility, including all press releases and in connection with the promotion of any City Events, County Events or Developer Events, subject to ANLBC approval for each initial use (and provided that each subsequent use is consistent with the initial approval). The County shall include the name of the Facility on all directional or other signage that is installed by the County that refers to or identifies the Facility. ANLBC will include references to the name "the West Villages" or something similar when referencing the Facility when appropriate or reasonable (e.g., SunTrust Park at The West Villages). However, the County acknowledges that there will be times when only the Facility name is utilized (e.g., SunTrust Park). ANLBC has agreed not to sell naming rights and/or sponsorship rights to the Facility to any home builder competitive with Developer or its affiliates as of the date of sale of such naming rights.

10. Marketing and Promotion of the Facility. It is recognized that the Facility will be located within the City of North Port and ANLBC will use commercially reasonable efforts to market and promote the City of North Port and Sarasota County in its marketing and promotion of the Facility and as more fully provided for herein. ANLBC acknowledges that the County and the City are undertaking a substantial financial responsibility to provide funding for the Facility.

ANLBC, the County and the City shall endeavor to develop an ongoing promotional relationship for the purpose of promoting Sarasota County, the City of North Port and the Greater Sarasota County region as a desirable and attractive year-round vacation and meeting destination venue and for the promotion of the Braves' Spring Training games and ticket sales related thereto. In consultation with the Sarasota Convention and Visitors' Bureau (d/b/a Visit Sarasota County) and the Sarasota Tourism Development Council, ANLBC shall make available on an annual basis certain promotional and tourism opportunities including but not limited to signage inside SunTrust Park as reasonably determined by ANLBC in consultation with the City and the County, a Sarasota County/City of North Port promotional day at SunTrust Park, use of a suite at SunTrust Park during such Sarasota County/City of North Port promotional day (food and beverage to be purchased separately by the County and City from ANLBC's concessionaire), participation in off-season Fan Fest Events, promotion of the Facility, the City of North Port and Sarasota County on the Team website, during in-game promotional video opportunities at SunTrust Park, and on ANLBC controlled radio and television broadcasts. The County, the City, Visit Sarasota County, and ANLBC shall meet on an annual basis to develop and review a mutually agreeable promotional plan.

11. Public Safety and Security. ANLBC shall, at ANLBC's expense, provide all necessary public safety personnel, including but not limited to law enforcement, fire, emergency medical service, traffic management personnel as well as qualified security and crowd control personnel to protect the public health, safety and welfare at all Home Games and ANLBC Events. The required amount of public safety and security shall be determined in conjunction with Government Authorities and be consistent with MLB standards for similar events and Comparable Spring Training Facilities. The County (or City or Developer, as applicable) shall, at its expense, provide all necessary public safety personnel, including but not limited to law enforcement, fire, emergency medical service, traffic management personnel as well as qualified security and crowd control personnel to protect the public health, safety and welfare at all County Events (or City Events or Developer Events as applicable) and in connection with the permitted use of the Public Plaza or the Multipurpose Fields as set forth at Section 5(e)(ii) of this Agreement. ANLBC will work in good faith with the City to utilize City police officers when and if necessary including for Home Games, ANLBC Events and Third Party Events.

12. Utilities. The Facility Site shall be furnished with domestic water, sufficient electrical capacity to operate and manage the Facility Site as contemplated herein (including, without limitation, capacity for lighting and equipment for night baseball games), sewage, field and grounds irrigation and drainage systems with maximum outsource, and telephone service and similar services, and ANLBC shall bear the monthly operating cost of all such Facility Site utilities at all times other than during use for Third Party Events for which utilities costs will be determined by ANLBC in good faith and promptly paid by City, the County or Developer as applicable.

13. Operation and Maintenance Expenses. Except for Capital Maintenance and Repairs, ANLBC shall be responsible for all costs and expenses in connection with its use, operation and management of the Facility and the Facility Site including, but not limited to, utilities, any assessments or charges imposed by WVID for the operation and maintenance of stormwater management facilities that serve the Facility and the Facility Site, cleaning and routine maintenance, but excluding costs and expenses for cleaning and utilities for Third Party

Events for which City, the County or Developer, as applicable, shall be responsible. ANLBC shall maintain and operate the Facility in a manner consistent with other Comparable Spring Training Facilities.

14. Capital Maintenance and Repairs and Capital Maintenance Fund.

(a) Subject to the terms and conditions set forth herein, the County and ANLBC shall each fund fifty percent (50%) of all costs arising in connection with the Capital Maintenance and Repair of the Facility and the Facility Site pursuant to the Program Requirements and in a manner consistent with other Comparable Spring Training Facilities from the Capital Maintenance Fund. Notwithstanding the foregoing, any repairs required for any Discretionary Improvements made by ANLBC and Trade Fixtures shall be the sole responsibility of ANLBC, and funds for such repairs shall not be drawn from the Capital Maintenance Fund (as set forth below).

(b) All disbursements of such funds shall be subject to the County's and ANLBC's approval (which approval shall not be unreasonably withheld). ANLBC, as the operator of the Facility, shall be responsible for implementing such Capital Maintenance and Repairs. Any Capital Maintenance and Repair necessitated by an Emergency shall not require prior submission to the County and may be made by ANLBC in its reasonable discretion; provided, however, that ANLBC shall immediately provide written notice to the County in the event of an Emergency and provide the County with all pertinent information pertaining thereto that the County may request and the County shall reimburse ANLBC for any reasonable costs in connection with the same. ANLBC shall promptly cause all non-Emergency Capital Maintenance and Repairs to be implemented after approval of such Capital Maintenance and Repairs by ANLBC and the County.

(c) ANLBC and the County shall each fund fifty percent (50%) of the agreed upon, minimum annual contributions to the Capital Maintenance Fund pursuant to the CMF Funding Schedule on or before May 1 during each year of the Term, which CMF Funding Schedule may be subject to revision from time to time by the Parties in writing. The County and ANLBC agree that none of the funds deposited into the Capital Maintenance Fund shall be expended within the first three (3) years of the Term.

(d) The Capital Maintenance Fund shall be maintained as a separate account by the County and the amounts in the Capital Maintenance Fund, including all earnings on such amounts, shall be disbursed from time to time solely for the purpose of funding Capital Maintenance and Repairs at the Facility and the Facility Site during the Term.

(e) Beginning in the fourth year following Substantial Completion and every five (5) years thereafter, ANLBC and the County shall participate in a joint facility assessment that includes an independent third party analysis by a party mutually acceptable to ANLBC and the County of the structural and engineering elements of the Facility and the Facility Site. The cost of such analysis shall be paid for from the Capital Maintenance Fund. The analysis shall be done outside of Spring Training and the findings of such analysis shall be utilized by the Parties as a tool in addressing the priority of work to be funded from the Capital Maintenance Fund but

such findings shall not create any obligations on the part of ANLBC or the County to complete any of the proposed work set forth in such analysis.

(f) Beginning in the third year following Substantial Completion and each calendar year thereafter, the County and ANLBC shall cooperatively develop a rolling five (5) year plan of Capital Maintenance and Repairs that will act as a guide to maximize the efficiency of Capital Maintenance and Repairs. No later than June 1 of each calendar year, ANLBC shall submit to the County its proposed plan of Capital Maintenance and Repairs for the next five (5) years as well as those Capital Maintenance and Repairs to be accomplished in the succeeding year. The submittal shall include reasonable detail as to the reason for and expected cost of proposed Capital Maintenance and Repairs. No later than August 1 of each calendar year, ANLBC will be notified of the County's approval or disapproval for funding of such Capital Maintenance and Repairs for the succeeding year as well as the County's approval or modification of the Capital Maintenance and Repairs plan for the next five (5) years as well as reasonable detail regarding Capital Maintenance and Repair items requested by ANLBC but disapproved by the County. In no instance is the County required to exceed the amount of funding in the Capital Maintenance Fund in any given year.

(g) The funds in the Capital Maintenance Fund shall be managed and invested by the County in such investments as are permitted under applicable county, state and federal law and regulations and in accordance with the County's Investment Policy.

(h) In the event that the actual cost of Capital Maintenance and Repairs for the then-current year exceeds the total amount in the Capital Maintenance Fund, the County and ANLBC shall negotiate in good faith to agree upon any additional contributions to the Capital Maintenance Fund to be paid by the County and ANLBC. In the event there are any monies in the Capital Maintenance Fund at the end of the Term or the earlier termination of this Agreement, then following the completion of any remaining Capital Maintenance and Repair, such remaining monies shall be divided by the Parties pro-rata, based on the percentage of contribution by each Party to the Capital Maintenance Fund.

(i) The County and ANLBC shall not have any obligation to fund the Capital Maintenance Fund during any Extension Term.

15. ANLBC Improvements.

(a) Discretionary Improvements. Notwithstanding the obligations of ANLBC and the County to fund Capital Maintenance and Repairs as set forth herein, ANLBC shall have the right, from time to time, in its sole discretion and at its own expense, to make alterations and improvements to the Facility, as shall be reasonably necessary or appropriate, in ANLBC's judgment, for ANLBC conduct of its business without the need for prior review or approval by the County (collectively, "**Discretionary Improvements**"); provided, however, that ANLBC shall obtain the prior written approval of the County for any improvements that materially affect the structural elements or components of the Facility. Such alterations or improvements shall be performed in a lien-free and good and workmanlike manner. These Discretionary Improvements are beyond the Program Requirements and the repair and replacement of such improvements will not be eligible for the use of monies in the Capital Maintenance Fund.

(b) MLB Required Improvements. ANLBC shall provide the County with written notice of any alterations or improvements to the Facility required to comply with the MLB Rules and Regulations or MiLB requirements (if applicable) and ANLBC shall be obligated to make any such alterations and improvements at its expense as it deems reasonably necessary in such time frame as is required to comply with the MLB Rules and Regulation or MiLB requirements (if applicable)s. ANLBC and the County will work in good faith to evaluate whether the respective annual contributions to the Capital Maintenance Fund are sufficient to cover the repair and replacement of MLB required improvements beyond the Program Requirements.

16. Return of Facility.

(a) Pursuant to the Development Agreement, subject in all cases to Developer's option to purchase the Facility Site, if any, at the termination or expiration of this Agreement, ANLBC agrees to return the Facility to its original or subsequently improved condition, ordinary wear and tear, casualty, or condemnation excepted, and to return to the County all equipment and personal property of the County in good working condition, ordinary wear and tear excepted, in each case after a joint inspection of the Facility by the County and ANLBC. Promptly after such inspection at the termination of any occupancy, ANLBC shall have the option to either (i) make any necessary repairs; or (ii) pay the County for any damages to the premises or to personal property, ordinary wear and tear excepted, except to the extent said damage was caused by the assigns, agents, affiliates, employees or officers of the County. ANLBC shall have the right upon termination of this Agreement, within sixty (60) days thereafter, to remove from the premises all movable property which is not permanently affixed to the structure and which is not owned by the County, including without limitation all concession equipment and broadcasting equipment, whether or not such items are deemed movable and whether or not they are permanently affixed to the structure, provided that ANLBC repair any damage caused by removal of such items to the reasonable satisfaction of the County.

(b) Except for the main Facility scoreboard, all FF&E paid for by ANLBC shall remain the property of ANLBC and may be removed by ANLBC at the conclusion of the Term. Any damage caused due to the removal of such FF&E shall be at the sole cost and expense of ANLBC.

(c) All Trade Fixtures shall be owned by ANLBC and ANLBC shall have the right to remove any such Trade Fixtures at the end of the Term, provided ANLBC has repaired or restored the area from which such Trade Fixture has been removed. By way of example, and not limitation, ANLBC may not remove the main Facility scoreboard but ANLBC would be allowed to remove a secondary (not included in Program Requirements) sponsored video board paid for and installed by ANLBC; however any wiring or other infrastructure supporting such video board shall remain at the Facility. Any Trade Fixture desired to be installed by ANLBC requires the County's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.

17. Taxes.

(a) Ad Valorem Taxes. Following conveyance of the Facility and the Facility Site from WVID to the County, the County will continue to own the Facility and the Facility Site throughout the Term and will be authorized to grant ANLBC the rights provided hereunder. This Agreement has been entered into for the paramount public purpose of promoting tourism, gainful employment and economic growth in the County and the State of Florida. The County is constitutionally immune from payment of ad valorem taxes for any real property that it owns but shall remain solely responsible for the full amount of any and all real property ad valorem taxes, if any, which may be assessed or imposed upon the Facility apart from the ANLBC FF&E and Trade Fixtures. Accordingly, it is the intent of the parties that ANLBC's occupancy and use of the Facility hereunder shall be exempt from ad valorem taxation. If, for any reason during the Term, any or all of the interests or other rights or benefits held by ANLBC under this Agreement become subject to ad valorem taxation, such tax shall be paid by ANLBC.

(b) Taxes Regarding ANLBC's Operations. ANLBC shall be responsible for the full amount of any and all taxes, assessments, licenses and charges on its operations. The County represents and warrants that no taxes, surcharges, franchise tax, impact fees, development contributions, assessments or similar charges shall be levied by the County against ANLBC that are not generally applicable to all other businesses in the County. ANLBC shall have the right to contest, at its sole cost and expense, the validity or amount, in whole or in part, of any taxes or other impositions imposed against ANLBC by appropriate proceedings timely pursued in accordance with any protest procedures permitted by any applicable Governmental Authority.

18. Operating Permits. ANLBC shall secure such permits, variances, and licenses as may be necessary or desirable to operate the Facility as is contemplated by this Agreement. To the extent permitted by law, the County will assist and cooperate with ANLBC in securing permits or licenses for the operation of the Facility and shall not unreasonably withhold, delay or condition its approval in connection therewith.

19. Disaster Preparedness, Disaster Response, and Shelter. The Facility Site may be used, in areas agreed upon by the Parties, for emergency response personnel and equipment, debris and debris-removal equipment for natural disaster preparations, response, and potential shelter. Such uses by the County shall be reasonably limited in scope and duration, and the County shall undertake reasonable measures to mitigate damage or negative impacts to the Facility Site in connection with such use. The County shall provide notice regarding any such use to ANLBC prior to such entry to the extent practicable, shall provide regular notices to ANLBC during the period of such use, and shall permit reasonable access to the Facility Site by ANLBC and its agents at all times during such use. In the event the County uses the Facility Site pursuant to this Section 19, the County agrees to completely remove all disaster/hurricane-related debris and materials from the Facility Site and take such other remedial action as may be necessary within a reasonable period of time prior to the Spring Training Period so as to allow ANLBC full beneficial use of the Facility Site. The County shall be responsible for all damage, clean-up, maintenance, repairs and costs and expenses in connection with the use of the Facility Site for disaster purposes, and the County shall promptly clean up, and fully repair and restore the Facility Site, all at no cost or liability to the ANLBC.

20. Insurance.

(a) ANLBC Insurance. Throughout the Term of this Agreement, including any Extension Terms, ANLBC shall provide and maintain, at its expense, the policies of insurance set forth in Exhibit E, which shall protect ANLBC and the County and WVID from any claim, damage, liability, loss or expense to Persons or property (hereinafter, "Claims") caused by, resulting from, arising out of or in connection with the duties and obligations of ANLBC pursuant to this Agreement; provided that the policies of insurance shall be sufficient to cover the Annual Fee.

All such insurance required above shall be primary and non-contributory, written by insurance companies qualified (on an admitted or non-admitted basis) to do business in the State of Florida with A.M. Best ratings of A- or better. The County and WVID shall be included as an Additional Insured under the General Liability, Liquor Liability, Automobile Liability and Umbrella Liability policies to be maintained by ANLBC pursuant to Exhibit E. ANLBC shall provide at least thirty (30) days prior written notice to the County and WVID if any coverage required to be maintained by ANLBC pursuant to this Agreement is going to be materially changed, reduced or cancelled. ANLBC shall bear all costs of all deductibles under policies maintained by ANLBC. Upon request, ANLBC shall furnish to the County and WVID certificates of insurance for all of the above policies. ANLBC hereby agrees to furnish renewal certificates throughout the term of the Agreement. Any one or more of the types of insurance coverages required under this Section 20(a) may be maintained through a master policy insuring other entities, provided that such blanket or master policy and the coverage effected thereby comply with all applicable requirements of this Agreement.

It is hereby agreed and understood that the insurance requirements set forth above shall not be construed as in any manner waiving, restricting or limiting the liability of ANLBC with respect to obligations imposed under this Agreement, including, but not limited to, obligations imposed under the provisions of Section 21(a) below.

(b) County Insurance. Throughout the Term of this Agreement, including any Extension Terms, the County shall provide and maintain, at its expense, the policies of insurance or equivalent self-insurance as set forth on Exhibit E, to address claims caused by, resulting from, arising out of or in connection with the duties and obligations of the of the County pursuant to this Agreement:

The County shall provide at least thirty (30) days prior written notice to ANLBC and WVID if any coverage required to be maintained by the County pursuant to this Agreement is going to be materially changed, reduced or cancelled. The County shall bear all costs of all deductibles (or self-insured retentions) under policies maintained by the County. Upon request, the County shall furnish to ANLBC and/or WVID a letter evidencing the above described coverage.

It is hereby agreed and understood that the insurance requirements set forth above shall not be construed as in any manner waiving, restricting or limiting the liability of the County with respect to obligations imposed under this Agreement, including, but not limited to, obligations imposed under the provisions of Section 21 below.

21. Indemnification.

(a) ANLBC Indemnification Obligations. To the fullest extent permitted by law, ANLBC shall indemnify, defend and hold harmless (x) the County and each and all of their respective directors, officers, employees, agents and volunteers or any of them as their interests may appear and (y) WVID and each and all of their respective directors, officers, employees, agents and volunteers or any of them as their interests may appear from and against any and all Claims caused by, resulting from or arising out of the following:

(i) The performance or non-performance of the duties and obligations of ANLBC pursuant to this Agreement;

(ii) Any negligent or grossly negligent action, inaction, omission or intentional misconduct by ANLBC, their contractors or agents;

(iii) Any conduct or activities of ANLBC, their contractors or agents which violates any applicable state or local law, rule, regulation or ordinance; and/or

(iv) Any misrepresentation, breach or alleged breach of any of obligations, representations or warranties contained in this Agreement by ANLBC.

The foregoing indemnification excludes all Claims arising from the negligent acts, omissions or obligations on the part of (x) the County and each and all of their respective directors, officers, employees, agents and volunteers and (y) WVID and each and all of their respective directors, officers, employees, agents and volunteers. ANLBC's indemnification obligations shall survive the expiration and/or termination of the Agreement to the extent of any loss based upon or arising out of any acts or omissions occurring during the Term of this Agreement.

(b) County Indemnification Obligations to ANLBC, MLB & MiLB. Up to the express monetary limits of Section 768.28, Florida Statutes, and without constituting a waiver of the County's sovereign immunity, the County shall indemnify, defend and hold harmless ANLBC, MLB, MiLB and each of their respective parent and affiliate companies, and each of their respective officers, directors, shareholders, employees, agents and volunteers from and against any and all Claims caused by, resulting from or arising out of the following:

(i) The performance or non-performance of the duties and obligations of the County pursuant to this Agreement;

(ii) Any negligent or grossly negligent action, inaction, omission or intentional misconduct by the County;

(iii) Any conduct or activities of the County which violates any applicable state or local law, rule, regulation or ordinance;

(iv) Any material misrepresentation by the County contained in this Agreement; and/or

(v) Any Claims arising from County Events or County organized use of the Public Plaza or the Multipurpose Fields including the associated use of restrooms under Section 5(e)(ii).

The foregoing indemnification excludes all Claims arising from the acts or omissions of ANLBC, MLB, MiLB and each of their respective parent and affiliate companies, their respective officers, directors, shareholders, employees, agents and volunteers. The County's indemnification obligations hereunder shall survive the expiration and/or termination of the Agreement to the extent of any loss based upon or arising out of any acts or omissions occurring during the Term of this Agreement.

(c) County Indemnification Obligations to WVID and Developer. Up to the express monetary limits of Section 768.28, Florida Statutes, and without constituting a waiver of the County's sovereign immunity, the County shall indemnify, defend and hold harmless (x) WVID and its directors, officers, employees, agents, and volunteers and (y) Developer and its parent and affiliate companies, and each of their respective officers, directors, shareholders, employees, managers, members, partners, employees, agents and volunteers from and against any and all Claims caused by, resulting from or arising out of the following:

(i) Any negligent or grossly negligent action, inaction, omission or intentional misconduct by the County;

(ii) Any conduct or activities of the County which violates any applicable state or local law, rule, regulation or ordinance;

(iii) Any material misrepresentation by the County contained in this Agreement; and/or

(iv) Any Claims arising from County Events.

The foregoing indemnification excludes all Claims arising from the acts or omissions of (x) WVID and its directors, officers, employees, agents, licensees, volunteers, independent contractors and consultants and (y) Developer and its parent and affiliate companies, and each of their respective officers, directors, shareholders, employees, managers, members, partners, employees, agents and volunteers. The County's indemnification obligations hereunder shall survive the expiration and/or termination of the Agreement to the extent of any loss based upon or arising out of any acts or omissions occurring during the Term of this Agreement.

22. Limitation of Liability. In no event shall any Party be liable for incidental, special, consequential or punitive damages suffered by a Party and each Party shall in all events seek to mitigate its damages to the extent required by law.

23. Time is of the Essence. In all matters concerning or affecting this Agreement, time is of the essence.

24. Quiet Use and Enjoyment. During ANLBC use and occupancy of the Facility and the Facility Site under this Agreement, ANLBC shall have and be entitled to the quiet enjoyment with respect to the use and occupancy of the Facility Site and the privileges herein granted

without interruption or interference by any Person including, specifically, the County, and the County shall defend ANLBC in such peaceful and quiet use and possession against the claims of all Persons claiming by, through or under the County, except to the extent that certain rights to use the Facility Site, or any portion of it, may be reserved to the County for County Events in accordance with this Agreement. There shall be no use of personal property owned or controlled by ANLBC without ANLBC prior written consent.

25. Destruction of Facility.

(a) If all or any Significant Portion of the Facility is damaged or destroyed by fire or other casualty, the County shall repair and rebuild the Facility (using proceeds from the Property insurance maintained by the County on the Facility and its structural components) with thorough diligence to its condition immediately before such loss or the condition required by law, whichever is greater, with such repair and rebuilding to be completed as soon as is possible giving due attention to the Spring Training Season after such fire or other casualty occurs and in any event not later than two years after such fire or other casualty occurs. For the purposes of this Section 25, Section 26 (below) and Section 3.4 of the Non-Relocation Agreement, “**Significant Portion**” of the Facility shall mean the loss of the use of a portion of Facility that materially interferes with the intended use and function of the Facility to exhibit, promote, schedule and play or conduct Home Games. If there is substantial interference with the operation of ANLBC’s activities or use of the Facility, then ANLBC will be temporarily authorized to use other Spring Training facilities and to schedule its activities or events at other Spring Training facilities. It is specifically understood by and between the Parties that during the period of such interference, ANLBC shall have the right to schedule its activities or events at other Spring Training facilities and ANLBC’s obligations pursuant to this Agreement shall be abated during such interruption. If the Facility is not, cannot, or will not be restored to the condition immediately before such casualty or the condition required by law, whichever is the greater, within two years after the fire or other casualty occurs, ANLBC may terminate this Agreement and neither Party shall have any claim whatsoever against the other Party as a result thereof.

(b) If the Facility shall be destroyed or materially damaged, during the final five (5) years of the Term (or any Extension Term), and provided that the Facility Debt and the County Bonds have been fully repaid, ANLBC may elect to terminate this Agreement upon delivery of written notice given no later than thirty (30) days after any such event to the County as of the end of the month of such written notice, and payment of any Annual Fee payable through the effective date of such termination, pro-rated on a per diem basis. Upon the delivery of such notice and the making of any payments required hereunder, this Agreement shall terminate on the date specified in such notice and ANLBC shall have no further obligations in connection with this Agreement. ANLBC acknowledges and agrees that all insurance arising from such damage or destruction shall be paid to the County.

26. Condemnation.

(a) If all or a Significant Portion of the Facility or the Facility Site is taken by any State of Florida or United States public authority pursuant to the power of eminent domain, then this Agreement shall terminate as of the date possession is taken by the public authority.

(b) If part of the Facility or a Significant Portion of the Facility Site is taken by any State of Florida or United States public authority pursuant to the power of eminent domain and in the reasonable opinion of either the County or ANLBC it is not economically feasible to continue this Agreement, either Party may terminate this Agreement under the following terms and conditions:

(i) Such termination by either Party shall be made by written notice to the other given not later than ninety (90) days after the date possession is taken by the public authority.

(ii) Termination shall be effective thirty (30) days after such notice is given at which time ANLBC will return the Facility to the County.

(c) If neither the County nor ANLBC elect to terminate this Agreement, the County shall make such repairs or alterations, if any, as are required to render the remainder of the premises useable for its intended purposes.

(d) ANLBC may assert a claim against the condemning authority to disruption or relocation of ANLBC's business or for ANLBC's property located on the premises but not for the Facility or Facility Site improvements.

27. Recording. This Agreement, and ANLBC interest in the Facility and the Facility Site shall be recorded in the Official Records of Sarasota County, Florida.

28. Notices. Any and all notices required or permitted to be given hereunder shall be deemed given when actually received, if delivered personally, or upon receipt, if deposited with the U.S. Postal Service, first class postage prepaid, certified or registered mail, return receipt requested and addressed as follows:

- (a) If to ANLBC: Mr. Terry McGuirk
CEO
Atlanta National League Baseball Club, LLC
755 Battery Avenue SE
Atlanta, GA 30339
- With a copy to: Mr. Greg Heller
Executive Vice President & Chief Legal Officer
Atlanta National League Baseball Club, LLC
755 Battery Avenue SE
Atlanta, GA 30339
- (b) If to the County County Administrator
1660 Ringling Blvd.
Sarasota, FL 34236
- With a copy to: County Attorney at the same address.

29. Assignment.

(a) Neither Party may assign its rights or obligations under this Agreement (whether via merger, stock or asset sale, recapitalization, or otherwise) without the prior, written consent of the other Party; provided, however, the County acknowledges and agrees that ANLBC may assign its rights and obligations hereunder as a whole to any successor-in-interest or new owner of the Team; provided that (i) such transaction received MLB Approval, (ii) any such successor-in-interest has credit worthiness substantially similar to ANLBC and provides evidence of such that is deemed satisfactory to the County in its reasonable discretion, and (iii) such successor-in-interest or new owner has assumed the obligations of ANLBC under this Agreement, including acceptance of the obligations of the Non-Relocation Agreement, except in the event of a change of control of ANLBC pursuant to which ANLBC remains a Party to this Agreement, which shall not require consent provided such transaction received MLB Approval.

(b) Developer may assign its rights hereunder as a whole in connection with an assignment of its rights under the Development Agreement and subject to the same conditions as are set forth in the Development Agreement. The assignment of obligations is not referenced in this Section 29(b) because Developer has no obligations under this Agreement.

30. Binding Effect. This Agreement shall inure to the benefit of and remain fully binding upon the parties hereto and their respective successors and permitted assigns.

31. Default, Remedies, and Termination.

(a) If either Party hereto (the “**Defaulting Party**”) shall fail to perform any of its obligations under this Agreement, then the Party not in default (the “**Non-Defaulting Party**”) shall provide notice of such failure to the Defaulting Party and afford the Defaulting Party a grace period to cure said failure, as follows:

(i) Where a grace period is specifically provided, that specific grace period shall apply.

(ii) Where a grace period is not specifically provided, the Defaulting Party shall afford the Non-Defaulting Party a grace period of: (i) ten (10) business days to cure monetary failure; and (ii) thirty (30) days to cure any non-monetary default; provided, however, that if any non-monetary failure cannot be cured within such thirty (30) day period, the Defaulting Party shall be afforded such additional time as shall be reasonably required to cure such failure, if the Defaulting Party has commenced the appropriate cure within said initial thirty (30) day period and thereafter proceeds with reasonable diligence to cure said failure.

(iii) If any failure to perform shall not have been cured by the expiration of the applicable grace period, then an “Event of Default” shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth in Section 31(b) below.

(b) If an Event of Default shall occur, the Non-Defaulting Party shall have the right but not the obligation to cure such default on behalf of the Defaulting Party, in which event

the Defaulting Party shall immediately reimburse the Non-Defaulting Party for all sums paid by it to effect such cure, together with interest thereon at the annual rate of interest equal to the prime rate of interest charged by the County's primary financial institution to its commercial customers with the highest credit rating plus one and one-half percent (the "Default Rate").

(c) Dispute Resolution in an Event of Default. If an Event of Default shall occur and is not cured under Section 31(b) above, then prior to the Non-Defaulting Party filing any lawsuit to terminate this Agreement in accordance with Section 31(d) below, the Parties shall be required to submit such dispute or controversy to non-binding mediation. Under no circumstances, however, shall the Parties be permitted to resolve the dispute or controversy through mediation or otherwise in a manner that compromises or otherwise negatively impacts the repayment of the Facility Debt.

(d) Termination by Non-Defaulting Party. If the Parties cannot resolve the dispute or controversy through mediation under Section 31(c) above, the Non-Defaulting Party may file a lawsuit seeking a declaration that it has the right to terminate this Agreement only after providing the Defaulting Party with thirty (30) days prior written notice that one of the following events (collectively hereinafter referred to as the "Termination Events") has occurred and is continuing:

(i) If, by order of a competent authority, a receiver, liquidator or trustee of Defaulting Party shall be appointed and such receiver, liquidator or trustee shall not have been discharged within thirty (30) days after the making of such order, or if by decree of such authority Defaulting Party shall be adjudicated or determined to be bankrupt or insolvent, or if Defaulting Party shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs;

(ii) If Defaulting Party fails to make any payments pursuant to this Agreement within sixty (60) days following receipt of written notice of such Termination Event (following the expiration of the grace period set forth at Section 31(a)(ii) above); provided however, Defaulting Party shall have the right to withhold any amounts disputed in good faith until the settlement of any such dispute; or

(iii) If Defaulting Party breaches any material provision, agreement or obligation under this Agreement, that is not cured within sixty (60) days after notice of such Termination Event; provided, however, that if such Termination Event cannot be cured within such sixty (60) day period, but the Termination Event is capable of cure within a reasonable period of time which is acceptable to the Non-Defaulting Party, and Defaulting Party diligently pursues such cure, Defaulting Party shall be allowed such agreed upon time period to cure such Termination Event.

For avoidance of doubt, the Parties agree that compliance with this Section 31(d) shall be the sole means by which a Party can seek to terminate this Agreement. Furthermore, notwithstanding anything herein to the contrary, the Non-Defaulting Party shall continue to perform all of its obligations under this Agreement until a court of competent jurisdiction

determines, in a final and non-appealable order, that the Non-Defaulting Party may terminate this Agreement.

(e) Cumulative Rights. The remedies heretofore described in this **Section 31** shall be in addition to any other remedy the Non-Defaulting Party may have at law or in equity in the event of an Event of Default, including without limitation:

(i) An action to recover monies then due and owing from the Defaulting Party, together with interest thereon at the Default Rate, from the date on which such monies were due;

(ii) An action for specific performance of non-monetary covenants and agreements on the part of the Defaulting Party; and/or

(iii) An action for recovery of all actual losses, costs and reasonable attorneys' fees incurred by the Non-Defaulting Party in connection with, arising out of or in any way related to the Default.

(e) Non-Relocation Default. In the event ANLBC allows a Non-Relocation Default to occur beyond any applicable cure periods, the County shall have, in addition to the remedies set forth above, all other remedies set forth in the Non-Relocation Agreement.

(f) Spring Training Default. Notwithstanding the provisions set forth in this **Section 31**, in no event may this Agreement be terminated during Spring Training.

32. Dispute Resolution. The Parties acknowledge that their rights and responsibilities under this Agreement involve coordination and cooperation with respect to the use and operation of as well as Capital Maintenance and Repairs to the Facility and the Facility Site. The Parties agree to undertake commercially reasonable measures to attempt to settle any dispute or controversy that may arise between them regarding any provision or obligation set forth in this Agreement by non-binding mediation prior to filing any lawsuit related to this Agreement.

33. Status of Parties. The Parties hereto shall be deemed and construed as independent contractors for all purposes and not as the agent, employee, representative or servant of the other.

34. No Waiver or Breach. No failure of either Party to insist upon exact compliance with the terms and, provisions herein contained shall be deemed or construed as a waiver of any subsequent breach of this Agreement.

35. Severability. If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect unless so construing the Agreement would produce an inequitable result.

36. Governing Law, Venue and Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The Parties hereby agree that venue and jurisdiction for all legal proceedings arising out of or relating to this Agreement shall be

exclusively in the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.

37. Waiver of Jury Trial. The parties hereby expressly agree that in the event of litigation regarding this Agreement, any and all rights to jury trial are waived.

38. Multiple Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be original and all of which shall constitute one and the same instrument.

39. Entire Agreement. This Agreement and its exhibits shall constitute the entire agreement between the parties hereto with respect to the subject matter herein contained. There are no agreements or understandings between the parties hereto, whether oral or written, regarding the subject matter hereof, which have not been embodied herein or incorporated herein by reference.

40. Further Assurances and Corrective Instruments. The Parties each agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may be reasonably required for carrying out the intentions of the Parties or facilitating the performance of this Agreement provided that the rights of the Parties in connection with this Agreement are not impaired thereby.

41. MLB and MiLB Subordination. Notwithstanding any other provision of this Agreement, this Agreement, and any rights or exclusivities granted by ANLBC hereunder shall in all respects be subject and subordinate to the MLB Rules and Regulations and the rules and regulations of Minor League Baseball. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity. This Agreement is subject to MLB approval and no amendment of this Agreement may be made without first obtaining all necessary MLB approvals. Nothing herein shall be construed as conferring on the County or WVID any rights outside of the Facility. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities. This Agreement may also be subject to MiLB approval in the event ANLBC elects to play Florida State League games at the Facility.

42. Most Favored Nation Provision. In the event the County or any County created agency or district enters into, or permits (including, without limitation, any grant by the County's acquiescence in a third party's exercise of rights not expressly granted to it) enters into any agreement or other arrangement with any other MLB team or affiliate for a Spring Training or minor league facility with financial terms more favorable than the financial terms set forth herein, the County shall provide written notice of such financial terms to ANLBC, whereupon ANLBC shall have the right to modify the financial terms to the extent necessary to reflect such more favorable financial terms. To the fullest extent permitted by law, ANLBC shall be provided with access to books, records and communications reasonably requested by ANLBC or its

designees in order to ensure the County's compliance with this Section 42. Notwithstanding the foregoing, this Section 42 shall not apply to agreements or arrangements with the Baltimore Orioles that may involve modifications to the existing Memorandum of Understanding between the County and the Baltimore Orioles or other agreements with respect to renovations, improvements, expansions or the provision of additional facilities at either the Ed Smith Stadium Complex or the Buck O'Neil Baseball Complex.

43. Maintenance of Tax-Exempt Status of County Bonds. The Parties each agree not to knowingly take any action or omit to take any action if such action or omission would jeopardize the tax-exempt status of the WVID or County Bonds.

44. Force Majeure. No Party shall be deemed in breach of this Agreement in the event of non-performance due to a Force Majeure; provided, however, that any event involving or relating to any County restrictions or acts or failures to act shall not relieve the County of its obligations pursuant to this Agreement unless the failure to act is as a result of another Force Majeure beyond the reasonable control and without the fault of the Party claiming an excuse from performance. The Parties' respective performance under this Agreement will be suspended during such Force Majeure, each Party shall resume performance of this Agreement upon the conclusion of such Force Majeure, and the Parties shall confer in good faith to determine if any remedial action is necessary as a result of such Force Majeure.

45. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of the County's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers or on the part of any of the ANLBC's members, executives, officers, or employees.

46. General Representations and Warranties.

(a) ANLBC hereby make the following representations and warranties:

(i) Organization. ANLBC is a limited liability company duly organized and validly existing under the laws of the State of Georgia and has the requisite power and authority to enter into and perform its obligation under this Agreement.

(ii) Authorization/Consents. This Agreement has been duly authorized by all necessary action on the part of ANLBC and does not require notice to or the consent or approval of any trustee or holder of any indebtedness or any other Person, except such as have been, or on or before the Commencement Date will have been duly given or obtained.

(iii) Execution. This Agreement, upon the execution and delivery hereof, will constitute, a legal, valid and binding obligation of ANLBC, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No Violation. Neither the execution, delivery or performance of this Agreement by ANLBC, nor the consummation by ANLBC of the transactions contemplated

hereby, nor compliance by ANLBC with the provisions hereof conflicts or will conflict with, nor results in or will result in the breach of any provisions of, the operating/organizational documents of ANLBC, any applicable law binding on ANLBC or any indenture, mortgage, contract, lease or other instrument to which ANLBC is a party or by which it or any of its property is bound.

(v) Litigation. There is no action, suit, investigation or proceeding pending or, to its knowledge, threatened against ANLBC before any court, arbitrator or administrative or Governmental Authority and which, if decided adversely to ANLBC's interest, would have an adverse effect upon the ability of ANLBC to perform its obligations under this Agreement.

(b) The County hereby makes the following representations and warranties:

(i) Organization. The County is a Florida a charter county and political subdivision of the State of Florida and has the requisite power and authority to enter into and perform its obligation under this Agreement.

(ii) Authorization/Consents. This Agreement has been duly authorized by all necessary governmental action on the part of the County and does not require notice to or the consent or approval of any trustee or holder of any indebtedness or any other Person, except such as have been, or on or before the Commencement Date will have been duly given or obtained.

(iii) Execution. This Agreement, upon the execution and delivery hereof, will constitute, a legal, valid and binding obligation of the County, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No Violation. Neither the execution, delivery or performance of this Agreement by the County, nor the consummation by the County of the transactions contemplated hereby, nor compliance by the County with the provisions hereof conflicts or will conflict with, nor results in or will result in the breach of any provisions of, the organizational documents of the County, any applicable law binding on the County or any indenture, mortgage, contract, lease or other instrument to which the County is a party or by which it or any of its property is bound.

(v) Litigation. There is no action, suit, investigation or proceeding pending or, to its knowledge, threatened against the County before any court, arbitrator or administrative body or Governmental Authority and which, if decided adversely to the County's interest, would have an adverse effect upon the ability of the County to perform its obligations under this Agreement.

47. Florida State League Team. The Parties acknowledge and agree that ANLBC does not currently own a Florida State League team but instead provides minor league players and coaches of the Team to a third party owner of a Florida State League team per the terms of a standard player development contract. In the event that ANLBC acquires rights ("FSL Rights")

to own, operate or affiliate with a Florida State League team at the Facility and to play Florida State League games at the Facility, ANLBC shall provide written notice to the County with respect to the acquisition of such FSL Rights. ANLBC shall have the right to play such Florida State League games at the Facility to the extent of such FSL Rights acquired by ANLBC and such games shall be deemed "Home Games" per the terms of this Agreement subject to all applicable MiLB rules, regulations and approvals. The Parties will work in good faith to obtain all necessary MiLB and MLB Approvals in connection with the acquisition of such FSL Rights by ANLBC to allow ANLBC to play such Florida State League games at the Facility per the terms of this Agreement.

48. Third Party Beneficiaries.

(a) WVID is an express third party beneficiary of the terms, to the extent applicable, of Sections 5(e), 6(a), 20, 21 and 43 to this Agreement, is entitled to the rights and benefits thereunder and may enforce Sections 5(e), 6(a), 20, 21 and 43 hereof as if it were a party hereto; provided however that the foregoing shall not give rise to any obligations on the part of WVID nor any right of any party or non-party to bring or maintain an action against WVID based on the third party rights and benefits granted hereunder.

(b) Developer is an express third party beneficiary of the terms, to the extent applicable, of Sections 5(d), 9, 16(a), 16(b), 16(c), and 21(c) to this Agreement, is entitled to the rights and benefits thereunder and may enforce Sections 5(d), 9, 16(a), 16(b), 16(c), and 21(c) hereof as if it were a party hereto; provided however that the foregoing shall not give rise to any obligations on the part of Developer nor any right of any party or non-party to bring or maintain an action against Developer based on the third party rights and benefits granted hereunder.

(c) Nothing in this Agreement, express or implied, is intended to (a) confer upon any Person other than MLB, WVID or Developer and the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise; or (b) authorize anyone not a party to this Agreement (other than MLB, WVID or Developer) to bring or maintain an action pursuant to or based upon this Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of ANLBC and duly authorized officials of the County, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of this ___ day of May, 2017.

ATLANTA NATIONAL LEAGUE
BASEBALL CLUB, LLC, a Georgia limited
liability company

WITNESSES:

[Signature]
[Signature]

By: [Signature]
Name: Terence F. McGuirk
Title: Chief Executive Officer

STATE OF Georgia)

: SS.:

COUNTY OF Cobb)

On the 22nd day of May in the year 2017, before me, the undersigned officer, personally appeared Terence McGuirk, personally known to me or proved to me on the basis of satisfactory evidence to be the CEO of Atlanta National League Baseball Club, LLC, a Georgia limited liability company, and that s/he, as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.


[Signature]
Notary



[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of ANLBC and duly authorized officials of the County, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of this 23rd day of May, 2017.

SARASOTA COUNTY, a charter county and political subdivision of the State of Florida

By: 
Name: _____
Title: Chairman

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: 
Deputy Clerk

Approved as to form and correctness

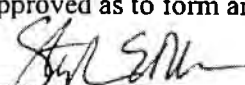

County Attorney

EXHIBIT A-1

CAPITAL MAINTENANCE AND REPAIRS

- (a) HVAC Capital: Including but not limited to major repair or replacement of all HVAC systems and control components including but not limited to central chillers, cooling towers, heat exchangers, DDC automation, energy management systems, package units, air handlers, power induction units, electric or gas heating devices and related equipment.
- (b) Plumbing Capital: Including but not limited to major repair or replacement of all water, sewer and gas lines, pumps, pump motors, gearboxes, grease traps, hot water tanks, hot water heaters, boilers either gas or electric, internal coils, manifolds, etc.
- (c) Electrical Capital: Including but not limited to major repair or replacement of main power feeds, main switchgear, buss bars, automatic transfer switches, emergency generators, ups systems, field/sports lighting and its components, general power distribution, energy management devices, program and lighting hardware and software, etc.
- (d) Fire Protection Capital: Including but not limited to major repair or replacement of fire pumps and motors, wet and dry sprinkler distribution, piping, ansl systems and main annunciator and related alarm devices, etc.
- (e) Concession Capital: Including but not limited to major repair or replacement of structurally mounted concessions fixtures and equipment provided by the County (e.g., exhaust vents, grease traps, ansl systems, electrical hook-ups, counters, countertops, roll-down doors, plumbing and sinks, fixtures and lighting).
- (f) Concrete Capital: Repair and/or replace cracked and/or disintegrated concrete surfaces as needed including but not limited to concourses, pre-cast, cast in place, spalling, sidewalks, curbing, ADA ramps, traffic coatings, stair risers, stucco walls, eifs walls & ceilings etc.
- (g) Seating Capital: Replace in part or entire sections of seats and seat standards, filigrees, cup holders and all other integral components of permanently affixed fan seating.
- (h) Painting Capital: Includes all exterior protective paints and coatings including but not limited to paint, stains, waterproof and anti-slip coatings as specified. Full scale painting of all structural steel, fencing, hand rails, gates, metal fascia, etc. Seal coating and application of anti-slip coatings, traffic coatings and stains.
- (i) Field/Sports Lighting Capital: Field/ lighting repair or replacement and all related components including but not limited to lamps, fixtures, lenses, ballasts, relays, etc., all considered capital and replaced or repaired per manufacturer's recommendation or as necessary to meet MLB minimum standards.

- (j) **Fencing/Gates/Netting Capital:** Including but not limited to major repair or replacement of security fencing including steel, aluminum, chain link, wood, etc. within the park and parking lots. Included in this would be field wall and padding, home plate netting and support structures.
- (k) **Parking Lot Capital:** Including but not limited to major repair or complete resurface of all asphalt parking surfaces, walkways and structures, weather shelters, curbing, car stops, light poles, lamps and bases, general lighting and power, distribution lines, wiring, panels, transformer etc. Lot stripping, patching, crack-fill and sealcoating.
- (l) **LED Matrix Capital:** Including but not limited to major repair or replacement of all LED boards, including but not limited to main scoreboard, marquee, ribbon boards, speed of pitch, out of town scoreboard and strike out boards, in stadium TV monitors, etc. Includes LED board hardware, wiring, software and other components integral for system operation. Any software or component upgrades from the base package provided by the manufacturer are the sole responsibility of ANLBC.
- (m) **Public Announcement Systems Capital:** Including but not limited to major repairs or replacement of general sound systems including public announce system, main park speakers systems, amps and related components.
- (n) **Other Capital:** Major repairs or replacement due to electrical failures or short circuits in risers, panels, disconnect, transformers, circuit boards, main switches and overload protection and control hardware. Major repairs or replacement due to inclement weather including but not limited to damage from major & minor leaks, floods, tornados, hurricanes, lightning, earthquakes and other acts of God.
- (o) **Elevator/escalator Capital:** Major repairs or replacement of any component integral to elevator/escalators operation including but not limited to cabs, steps & step combs, controls (internal and external) motors, cables, or other as required by state or county regulation.
- (p) **Flooring Capital:** Including but not limited to replacement of any hard wood, ceramic, vinyl or other flooring material, except carpeting.
- (q) **Door/Lock Capital:** Major repair or replacement of any entrance security door and its components including but not limited to glass, metal, steel frame, motorized or manual roll-up doors, etc. Includes all hardware and software for digital locks and security access tracking systems.
- (r) **Roofing/Fascia Capital:** Major repair or replacement of any roof or roof type structure including but not limited to built-up, PVC, EDPM, metal canopies and/or awnings, etc. Seal coat exterior brick, stucco or precast property envelope no later than every seventh year or sooner as needed.

- (s) **Glass/Window Capital:** Major repair or replacement of glass/window and components including but not limited to press or media fixed or retractable windows storefronts, main entrances, ticketing and restaurants, etc.

**EXHIBIT A-2
ROUTINE MAINTENANCE**

1. Performing all preventive or routine maintenance which is stipulated in operating manuals for all components of the Facility as regular, periodic maintenance procedures.
2. Regular maintenance of the HVAC, plumbing, electrical, water, sewage and field drainage systems, and escalators and elevators, including periodic cleaning, lubricating, servicing and replacement of incidental parts.
3. Grounds keeping, including mowing, seeding, fertilizing and re-sodding of all grasses and maintenance and replacement of all shrubs and flowers and maintenance of all trees.
4. Changing of isolated light bulbs, fuses and circuit breakers as they burn out or require replacement.
5. Painting and reapplication of protective materials, including but not limited to caulk, sealant and strip-resistant materials.
6. Maintenance of the scoreboards, instant replay boards and/or advertising panels, including but not limited to the replacement of isolated bulbs in connection therewith.
7. Repair and maintenance of isolated seats and seat standards, the public address system, speakers, amplifiers and control panels, if any.
8. Repair or replacement of any item due to misuse by the Team.

**EXHIBIT B
CMF FUNDING SCHEDULE**

Years	Contribution
1-5	\$125,000
6-10	\$175,000
11-20	\$250,000
21-25	\$225,000
26-30	\$100,000
Total Cap Ex Contribution	\$11,250,000 over 30 years (\$5,625,000 each)

EXHIBIT C
FACILITY SITE

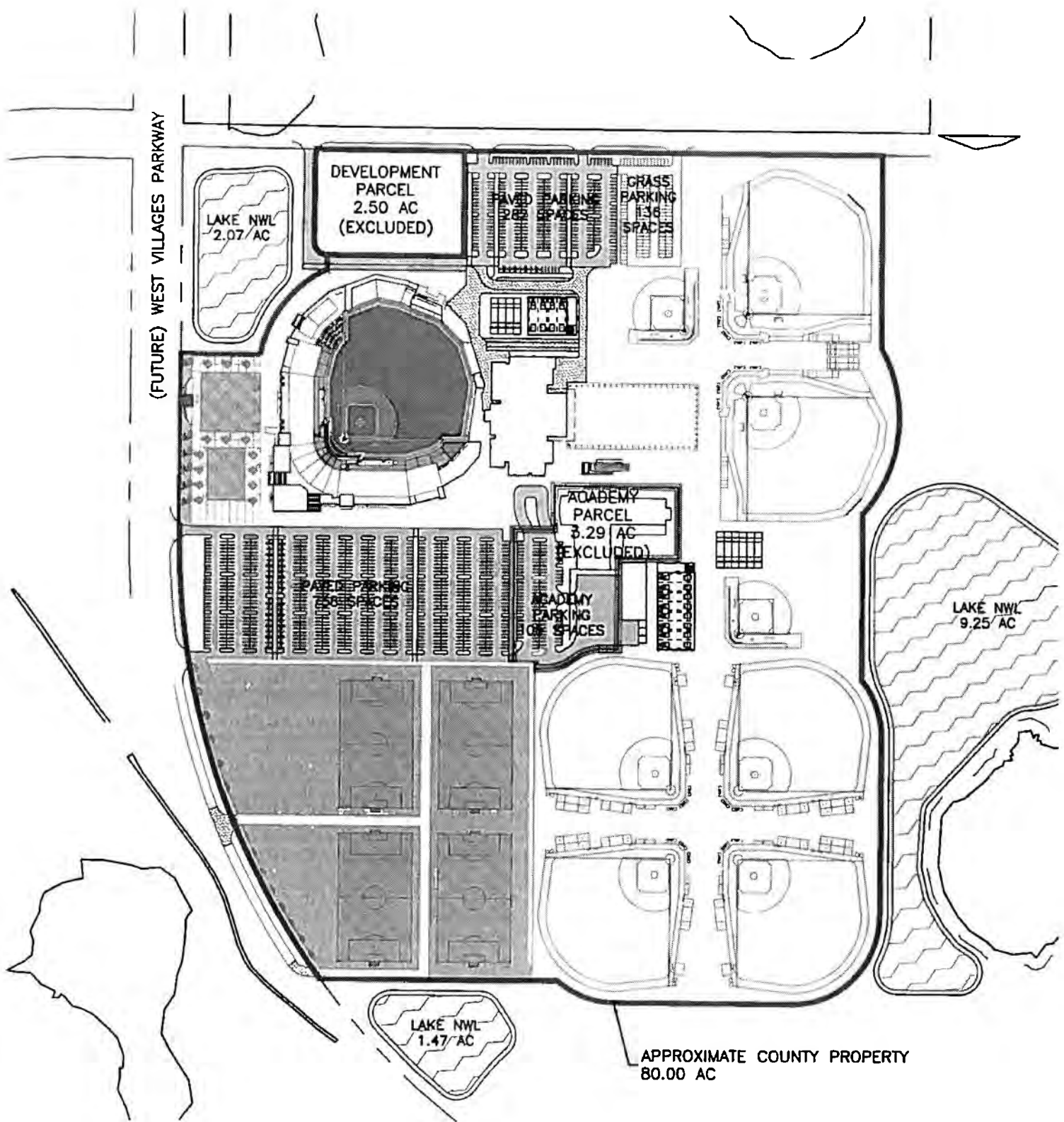


Exhibit C
Braves Spring Training Facility



EXHIBIT D

Depiction of Multipurpose Fields and Public Plaza

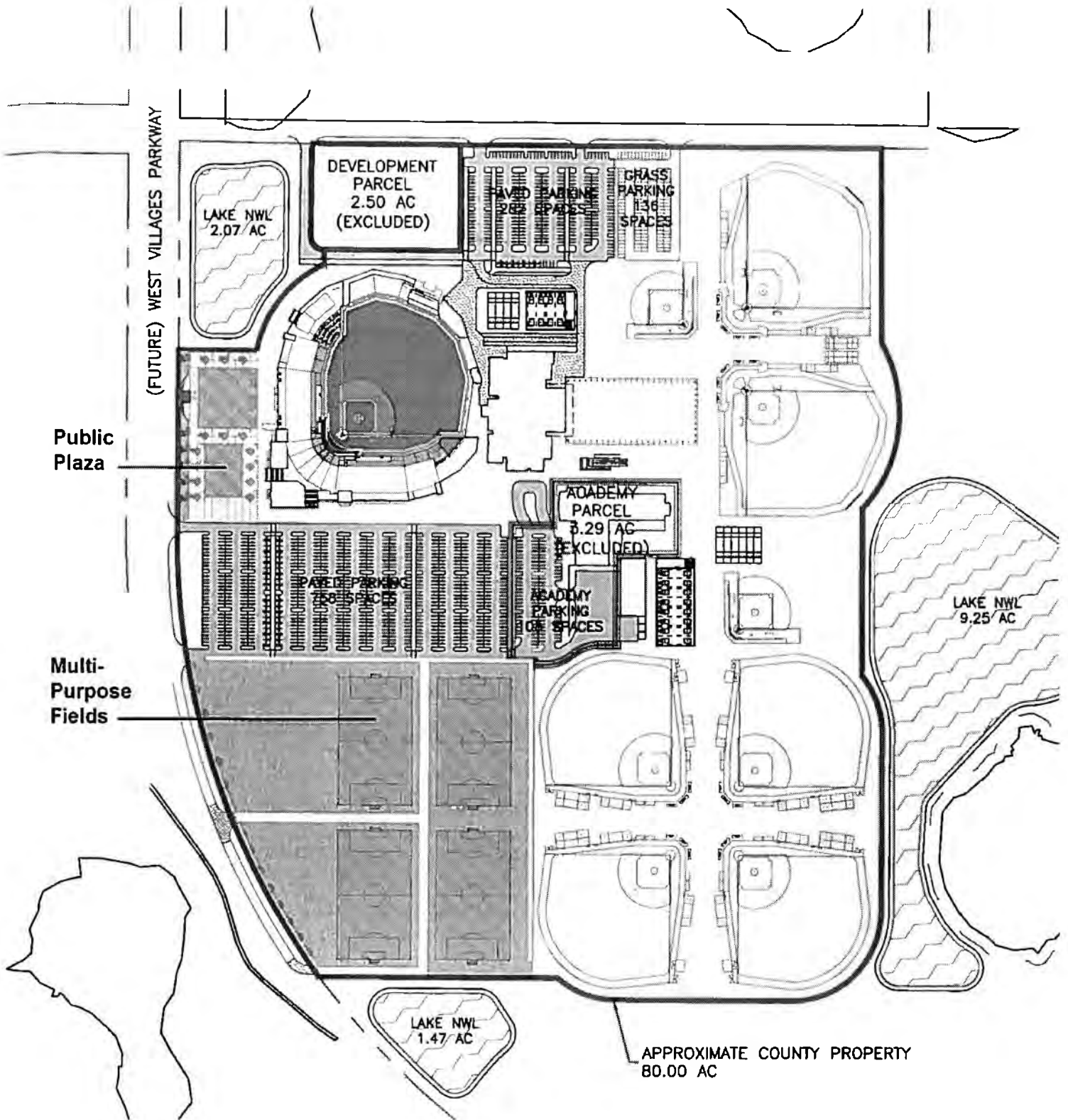


Exhibit D
Multi-Purpose Fields and Public Plaza



EXHIBIT E – INSURANCE

1. ANLBC Insurance. Throughout the Term of the Agreement, including any Extension Terms, ANLBC shall provide and maintain, at its expense, the following insurance with respect to any Claims caused by, resulting from, arising out of or in connection with ANLBC and Team's operations, duties and obligations pursuant to this Agreement:

- (a) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, products-completed operations liability, personal and advertising injury liability, participant legal liability, premises liability, liquor liability (for sale of alcohol), third party property damage and bodily injury liability (including death).
- (b) Automobile Liability insurance covering liability arising out of ANLBC's use, operation and/or maintenance of any auto (including owned, non-owned, leased, hired or borrowed), with limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.
- (c) Workers' Compensation insurance with statutory limits as required by the State of Florida covering all ANLBC and Team employees. Such insurance policy shall also include Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
- (d) Garage keepers Legal Liability for liability arising out of damage to automobiles left in ANLBC's care, custody or control in the Facility parking areas, with limits of not less than \$1,000,000 combined single limit each loss. Coverage is contingent upon establishing liability on the part of ANLBC. Said requirement may be satisfied through insurance maintained by a parking management contractor.
- (e) Umbrella and/or Excess Liability insurance with limits not less than \$10,000,000 each occurrence and in the aggregate shall apply in excess of and on a following form basis to the underlying Commercial General Liability, Garage keepers Legal Liability, Automobile Liability and Employer's Liability policy limits.
- (f) Property insurance covering ANLBC's business personal property, including but not limited to FF&E and Trade Fixtures, located at the Facility. Covered property shall include any improvements to the Facility owned by ANLBC, including movable property which is not permanently affixed to the Facility and is capable of removal at the end of the Term. Said policy shall provide coverage on a replacement cost basis, and shall be written on a special causes of loss coverage form insuring against all risks of physical loss and/or damage, including, but not limited to, the perils of flood, earthquake, collapse, windstorm, fire, vandalism and malicious mischief, sprinkler leakage, theft and water damage coverage.

2. **County Insurance.** Throughout the Term of this Agreement, including any Extension Terms, the County shall provide and maintain, at its expense, the following insurance or equivalent self-insurance for which the liability of the County shall be subject to Section 768.28, Florida Statutes with respect to any Claims caused by, resulting from, arising out of or in connection with the operations, duties and obligations of County pursuant to this Agreement:
- (a) **Commercial General Liability** coverage with limits not less than \$1,000,000 each occurrence and in \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, products-completed operations liability, personal and advertising injury liability, participant legal liability, premises liability, liquor liability (if applicable), third party property damage and bodily injury liability (including death).
 - (b) **Automobile Liability** coverage for liability arising out of County's use, operation and/or maintenance of any auto (including owned, non-owned, leased, hired or borrowed), with limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.
 - (c) **Workers' Compensation.** The County is self-insured pursuant to Chapter 440, Florida Statutes covering all County employees. Such insurance policy shall also include Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
 - (d) **Property** insurance covering the Facility (including all structural components, systems components or integral parts of the Facility, the Facility Site, parking areas and appurtenant improvements) on a replacement cost basis and sub-limits in amounts that are customary, as established using an appropriate industry standard probable maximum loss analysis (as long as such sub-limits are commercially and reasonably available). Said policy shall be written on a special causes of loss coverage form insuring against all risks of physical loss and/or damage, including, but not limited to, the perils of flood, earthquake, collapse, windstorm, fire, vandalism and malicious mischief, sprinkler leakage, theft and water damage coverage.

**JOINDER OF BRAVES FLORIDA RENTCO, LLC
(FACILITY OPERATING AGREEMENT)**

By executing this joinder (this “Joinder”), the undersigned, a Delaware limited liability company (“RentCo”), hereby agrees, effective as of December 21, 2017, to be bound by the obligations applicable to ANLBC (as defined below) contained in Section 6(a) of the Facility Operating Agreement, dated as of May 23, 2017 (the “Facility Operating Agreement”), by and among Sarasota County, Florida, a charter county and political subdivision of the State of Florida (the “County”) and Atlanta National League Baseball Club, LLC, a Georgia limited liability company (“ANLBC”), with the same force and effect as if originally named therein as a co-obligor of ANLBC with respect to Section 6(a); provided that, the undersigned’s obligation with respect to the payment of the Annual Fee pursuant thereto shall be limited to an amount equal to the lesser of (i) the cash received by the undersigned from Braves Stadium Company, LLC, a Delaware limited liability company (“StadCo”), pursuant to the Distribution Rights Contribution Agreement, dated as of the date hereof (the “Contribution Agreement”), by and among StadCo, RentCo and Braves Baseball Holdco, LLC, a Delaware limited liability company (“Baseball Holdco”), and (ii) any required and unpaid payments of the Annual Fee that will be due and owing by RentCo to WVID (as defined below) during the remainder of the then-current fiscal year. Without limiting the generality of the foregoing, the undersigned hereby agrees and acknowledges that it has all the rights, entitlements, duties and obligations of a co-obligor of ANLBC as set forth in the Facility Operating Agreement (solely as such rights, entitlements, duties and obligations relate to the payment of the Annual Fee to West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes and Chapter 2004-456, Laws of Florida, Acts of 2004 (“WVID”), as amended, as contemplated therein), as the same may be amended, if at all, concurrently with the execution and delivery of this Joinder.

The undersigned acknowledges that it has received and has had the opportunity to review the Facility Operating Agreement. The undersigned represents and warrants that this Joinder has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

The provisions of Sections 36 (*Governing Law, Venue and Jurisdiction*), 37 (*Waiver of Jury Trial*), 38 (*Multiple Counterparts*), 39 (*Entire Agreement*) and 41 (*MLB and MiLB Subordination*) of the Facility Operating Agreement shall apply to this Joinder *mutatis mutandis*.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed and delivered as of the date first written above.

BRAVES FLORIDA RENTCO, LLC,
a Delaware limited liability company

By: Terence F. McGuirk
Name: Terence F. McGuirk
Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED:

ATLANTA NATIONAL LEAGUE BASEBALL CLUB, LLC,
a Georgia limited liability company

By: Terence F. McGuirk
Name: Terence F. McGuirk
Title: Chief Executive Officer

SARASOTA COUNTY, FLORIDA
a charter county and political subdivision of the State of Florida

By: _____
Title: Chairman

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court
and Ex-Officio Clerk of the Board of
County Commissioners of Sarasota, County, Florida

By: _____
Title: Deputy Clerk

Approved as to form and correctness

County Attorney

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed and delivered as of the date first written above.

BRAVES FLORIDA RENTCO, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

ATLANTA NATIONAL LEAGUE BASEBALL CLUB, LLC,
a Georgia limited liability company

By: _____
Name:
Title:

SARASOTA COUNTY, FLORIDA
a charter county and political subdivision of the State of Florida

By: _____
Title: Chairman

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court
and Ex-Officio Clerk of the Board of
County Commissioners of Sarasota, County, Florida

By: _____
Title: Deputy Clerk

Approved as to form and correctness

County Attorney

This space reserved for use by the Clerk of
the Circuit Court

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2017106403 10 PG(S)
August 23, 2017 10:54:26 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

This instrument prepared by
and return to:

Jonathan T. Johnson, Esq.
HOPPING GREEN & SAMS, P.A. *l*
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301



**INTERLOCAL AGREEMENT REGARDING SPRING TRAINING
STADIUM FINANCING OBLIGATIONS**

This Interlocal Agreement (the “**Interlocal Agreement**”) is made and entered into this *27* day of *JULY*, 2017 (the “**Effective Date**”), by and between the City of North Port, Florida, a Florida municipal corporation (the “**City**”) and West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes, and Chapter 2004-456, Laws of Florida, as amended (“**WVID**”). The City and WVID shall be referred to herein jointly as the “**Parties**” and each, individually, as a “**Party.**”

W I T N E S S E T H:

WHEREAS, WVID is a local unit of special-purpose government established for the purpose of financing, acquiring, constructing, operating and/or maintaining public infrastructure improvements, including without limitation stadiums and ballfields, within and without its boundaries; and

WHEREAS, WVID, the City, Sarasota County, Florida (the “**County**”), Atlanta National League Baseball Club, LLC (“**ANLBC**”), Manasota Beach Ranchlands, LLLP (the “**Developer**”), and Calben (US) Corporation (the “**Developer Guarantor**”) (the Developer Guarantor, together with WVID, the City, the County, ANLBC, and the Developer, are collectively hereinafter referred to as the “**Stakeholders**”) have entered into that certain *Letter of Intent and Term Sheet*, dated March 9, 2017 (collectively, the “**Term Sheet**”); and

WHEREAS, pursuant to the Term Sheet, WVID shall provide for the design and construction, and the financing thereof, of certain spring training facilities and associated improvements to be utilized by ANLBC (collectively, the “**Facility**”); and

WHEREAS, pursuant to the Term Sheet, the County, WVID, and ANLBC entered into that certain *Non-Relocation Agreement*, dated May 23, 2017, providing for the Atlanta Braves to play its home spring training games at the Facility for an initial 30-year term (“**Non-Relocation Agreement**”); and

WHEREAS, the Term Sheet contemplates that the Facility be financed with (i) the proceeds of bonds issued or other form of indebtedness incurred by WVID and secured by grant funding (the “**Spring Training Program Grant**”) awarded by the State of Florida (the “**State Contribution**”); (ii) a financial contribution from the City (the “**City Contribution**”); (iii) the net proceeds of bonds issued or other form of indebtedness incurred by the County (the “**County Contribution**”); (iv) the proceeds of bonds issued or other form of indebtedness incurred by WVID, or another entity, and secured by annual contributions from the Developer (the “**Developer Contribution**”); and (v) the proceeds of bonds issued or other form of indebtedness incurred by WVID, or another entity, and secured by annual contributions from ANLBC (the “**ANLBC Contribution**”) (the ANLBC Contribution, together with the State Contribution, the City Contribution, the County Contribution, and the Developer Contribution, are collectively hereinafter referred to as the “**Facility Funding Obligation**”); and

WHEREAS, Exhibit D to the Term Sheet contemplates that WVID shall issue bonds or other indebtedness secured by the Facility Funding Obligation (hereinafter, the “**WVID Bonds**”), the proceeds of which shall be received by WVID on or before December 31, 2017 (the “**Target Funding Date**”); and

WHEREAS, notwithstanding the foregoing, so long as the Spring Training Program Grant has been awarded by the State by the Target Funding Date, if the bonds or other indebtedness to be issued by WVID and secured by the Developer Contribution and the ANLBC Contribution (the “**WVID Debt**”) and/or the bonds or other indebtedness to be issued by WVID and secured by the State Contribution (the “**State Sales Tax Payments Bonds**,” and together with the WVID Debt, the “**WVID Bonds**”) is not yet issued and the net proceeds therefrom deposited into the respective subaccount of the WVID Construction Account by the Target Funding Date, WVID may instead acquire temporary funding (hereinafter, the “**Temporary Funding**”) in an amount necessary to preserve the Project Schedule between January 1, 2018 and February 28, 2018, the occurrence of which shall not constitute a default under the Development Agreement (hereinafter defined) or this Agreement, provided that the WVID Bonds shall be issued and the proceeds therefrom deposited to the applicable subaccount of the WVID Construction Account on or before February 28, 2018; and

WHEREAS, the Term Sheet contemplates that the City Contribution is to be comprised of a Three Hundred Thousand Dollar (\$300,000.00) annual contribution to WVID over a period of thirty (30) years, resulting in a total payment of Nine Million Dollars (\$9,000,000.00); and

WHEREAS, there are extensive benefits to the Stakeholders in the event that the City Contribution is paid to WVID as a lump sum payment instead of through the issuance of the WVID Bonds, which benefits include but are not limited to the following: (i) conserves significant staff and legal time, resources, and expenses that otherwise would have been expended relative to the issuance and remittance of the annual payments; (ii) avoids the need to utilize a portion of the City Contribution towards WVID’s bond-related expenses such as issuance costs, underwriting fees and costs, and legal, financial advisory, and other consultant fees and expenses; and (iii) streamlines the process of obtaining the Facility Funding Obligation; and

WHEREAS, there are additional benefits specific to the City in the event that the City Contribution is paid as a lump sum payment, which benefits include but are not limited to the following: (i) eliminates the City's need to budget for the City Contribution payments over the next thirty (30) years during unknown market conditions (which allows for the City to better allocate financial resources within the current and/or upcoming fiscal year); (ii) increases the City's future borrowing capacity by eliminating the City's annual payment; (iii) prevents the potential effect of binding future City Commissions relative to the provision of the City Contribution over the next thirty (30) years; and (iv) reduces City staff resources needed to coordinate the payment of the City Contribution semi-annually over the next thirty (30) years; and

WHEREAS, due to financial economies and other efficiencies gained by WVID not issuing the portion of the WVID Bonds secured by the City Contribution provided over a term of thirty (30) years, the Parties now desire for the City Contribution to instead be made a lump sum contribution to WVID in the amount of Four Million Seven Hundred Thousand Dollars (\$4,700,000.00); and

WHEREAS, the terms and conditions of the State Contribution, the County Contribution, the Developer Contribution, and the ANLBC Contribution are more particularly set forth in that certain *Development Agreement* by and between the County, the City, WVID, the Developer, the Developer Guarantor, and ANLBC that has been executed or is to be executed by such parties (hereinafter, the "**Development Agreement**"); and

WHEREAS, the terms and conditions of the County Contribution are more particularly set forth in the Development Agreement and that certain *Interlocal Agreement* by and between the County and WVID as contemplated by the Term Sheet ("**County Interlocal Agreement**") that has been executed or is to be executed by such parties; and

WHEREAS, the terms and conditions of the State Contribution are more particularly set forth in the Development Agreement and that certain *Spring Training Program Agreement* by and between the State and WVID that has been executed or is to be executed by such parties (hereinafter, the "**Spring Training Program Agreement**"); and

WHEREAS, in accordance with intent of the Term Sheet, WVID and the City desire to enter into this Interlocal Agreement to set forth the rights, duties and obligations of the Parties hereto relative to the provision of the City Contribution.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS; DEFINED TERMS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement.

SECTION 2. PROVISION OF THE CITY CONTRIBUTION.

- A.** Notwithstanding anything to the contrary in the Term Sheet, the City acknowledges and agrees that it shall partially provide for the funding of the design and construction of the Facility by contributing a lump sum payment to WVID in the amount of Four Million Seven Hundred Thousand Dollars (\$4,700,000.00). Such amount shall be due and payable to WVID in one or more installments, but paid in full no later than the earlier of: (i) the Target Funding Date; or (ii) if the WVID Bonds have not yet been issued as of such date, upon WVID's receipt of the Temporary Funding. Beyond the City Contribution, other than as a result of a default of its obligations hereunder, the City shall have no additional financial or other liability relative to the Facility Funding Obligation.
- B.** Upon receipt, WVID shall deposit the proceeds of the City Contribution in the applicable construction account held by a trustee on behalf of WVID pursuant to a custodian agreement, all in accordance with the Development Agreement for use in financing the costs relative to the design and construction of the Facility. WVID may utilize such funds in the manner set forth in the Development Agreement.
- C.** If, as of the Target Funding Date, all Conditions Precedent (hereinafter defined) have been met pursuant to Section 3(A) below, and the City fails to make its payment of the City Contribution, WVID shall provide immediate notice of such default to all of the Parties to the Development Agreement, and WVID shall have the option to terminate this Interlocal Agreement as of the Target Funding Date (hereinafter, a "**Default Termination**").

SECTION 3. CONDITIONS PRECEDENT.

- A.** The City's obligation to pay the City Contribution as contemplated herein and to take any other action required by this this Interlocal Agreement is hereby expressly contingent upon the satisfaction and occurrence of each of the following conditions (collectively the "**Conditions Precedent**") prior to the Target Funding Date:

 - i. The Stakeholders' approval and execution of the Development Agreement;
 - ii. WVID and the County's approval and execution of the County Interlocal Agreement;
 - iii. The State's award of the Spring Training Program Grant to WVID;
 - iv. WVID's issuance of bonds or other indebtedness secured by the Developer Contribution and the ANLBC Contribution; and

- v. Receipt of the County Contribution by WVID.

Notwithstanding the foregoing, in the event that the Condition Precedent set forth in Section 3(A)(iv) above has not occurred on or before the Target Funding Date, such Condition Precedent shall be deemed to have been met so long as WVID secures the Temporary Funding by such date.

- B. Should any of the foregoing conditions have not been satisfied by the Target Funding Date, the City may terminate this Interlocal Agreement by written Notice to WVID and the parties to the Development Agreement, termination to be effective immediately upon issuance of said Notice.

SECTION 4. REFUND.

- A. WVID shall refund to the City the full amount of the City Contribution if any party terminates the Development Agreement, but only to the extent that WVID is able to recover liquidated damages from ANLBC pursuant to Section 5.2 of the Non-Relocation Agreement which are allocable to the City Contribution. In case of any such termination, WVID agrees to pursue all legal means for all remedies available at law to recover damages from ANLBC.
- B. WVID shall refund to the City a prorated amount of the City Contribution if any party terminates the Non-Relocation Agreement prior to the initial 30-year term of same, but only to the extent that WVID is able to recover liquidated damages from ANLBC pursuant to Section 5.2 of the Non-Relocation Agreement which are allocable to the City Contribution. Any refund shall be calculated and prorated to a monthly amount. In case of any such termination, WVID agrees to pursue all legal means for all remedies available at law to recover damages from ANLBC.
- C. Any such refund shall be paid to the City no later than ninety (90) days after receipt of the above-referenced funds by WVID from ANLBC.

SECTION 5. EFFECTIVE DATE; TERM. This Interlocal Agreement shall become effective as of the Effective Date, and shall continue until the termination of all Operative Agreements, which shall include, collectively, the following agreements: (i) this Agreement, (ii) the Development Agreement, (iii) the Non-Relocation Agreement, (iv) the City License Agreement, (v) the Developer License Agreement, (vi) the County and WVID Interlocal Agreement, (vii) the Deed Restriction, (viii) the Spring Training Program Agreement, and (ix) any other agreements deemed necessary by the Parties to memorialize the terms and conditions set forth in the Term Sheet.

SECTION 6. EFFECT OF TERMINATION; REMEDIES. A default under this Interlocal Agreement shall entitle the Parties to all remedies set forth herein:

A. Negotiations. In the event of any claim or dispute among the Parties arising out of or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle such dispute in a reasonable manner through amicable negotiations. Upon written request from either Party to conduct such negotiations (the “**Negotiation Notice**”), both Parties shall use commercially reasonable efforts to resolve such dispute in good faith. For ninety (90) days following the issuance of a Negotiation Notice, neither Party shall file any claim or lawsuit to resolve such dispute.

B. Other Remedies. Subject to complying with Section 6(A) herein, the Parties shall have the ability to pursue any remedies available at law.

1. Litigation permitted by, arising under, or with respect to this Agreement shall only be instituted in the Twelfth Judicial Circuit Court of Florida in Sarasota County or the Tampa division of the United States District Court for the Middle District of Florida or, in the event of any changes to such circuit, district or division, in the circuit court in the judicial circuit and county or the federal district court and division within which the Facility is located at the time such litigation is filed. The Parties consent to the jurisdiction and venue of such courts for such permitted litigation.

2. Any failure of a Party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that Party of any claim for damages it may have by reason of the default.

SECTION 7. AMENDMENT. Amendments to and waivers of the provisions contained in this Interlocal Agreement may be made only by an instrument in writing which is executed by the Parties hereto.

SECTION 8. ASSIGNMENT. Neither of the Parties may assign their rights, duties or obligations under this Interlocal Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

SECTION 9. NOTICES. All notices, requests, consents, and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

To City: City of North Port, Florida
4970 City Hall Boulevard
North Port, FL 34286
Attn: City Manager

With a copy to: City of North Port, Florida
4970 City Hall Boulevard

North Port, FL 34286
Attn: City Attorney

To WVID:

c/o Special District Services
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410
Attn: District Manager

With a copy (which shall not constitute notice) to:

O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, NY 10036
Attention: Irwin Rajj, Esq.
E-mail: irajj@omm.com

With a copy (which shall not constitute notice) to:

Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301
Attention: Jonathan Johnson, Esq.
E-mail: jonathanj@hgslaw.com

Except as otherwise provided in this Interlocal Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Interlocal Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the respective Parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 10. PUBLIC RECORDS. The Parties understand and agree that all documents of any kind provided to WVID or the City in connection with this Interlocal Agreement may be public records, and, accordingly, the parties agree to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.

SECTION 11. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Interlocal Agreement shall not affect the validity or enforceability of the remaining portions of this Interlocal Agreement, or any part of this Interlocal Agreement not held to be invalid or unenforceable.

SECTION 12. THIRD PARTY BENEFICIARIES. This Interlocal Agreement is solely for

the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Interlocal Agreement. Nothing in this Interlocal Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Interlocal Agreement or any of the provisions or conditions hereof. The Parties shall be solely responsible for enforcing their rights under this Interlocal Agreement against any interfering third party. Nothing contained in this Interlocal Agreement shall limit or impair the Parties' right to protect its rights from interference by a third party.


SECTION 13. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Interlocal Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Interlocal Agreement.

SECTION 14. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Interlocal Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by duly authorized officers of WVID and the City, each of whom hereby represents and warrants that he or she has the full power and authority to execute this Interlocal Agreement in such capacity, all as of the day and year first above written.

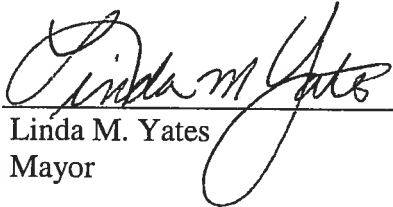
WEST VILLAGES IMPROVEMENT DISTRICT, an independent special district created pursuant to Chapter 189, Florida Statutes

By: 
Chairman


ATTEST:

By: 
Secretary


CITY OF NORTH PORT, FLORIDA,
a Florida municipal corporation

By: 
Linda M. Yates
Mayor

Attest:


Patsy C. Adkins, MMC
City Clerk

Approved as to form and correctness:


Amber L. Slayton
Interim City Attorney

CONTRACT NO. 2017-285

BCC APPROVED 9-13-17

This space reserved for use by the Clerk
of the Circuit Court

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2017136583 15 PG(S)
November 03, 2017 05:10:22 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Return to:

Stephen E. DeMarsh, Esq.
Office of the County Attorney
1660 Ringling Boulevard, 2nd Floor
Sarasota, Florida 34236



**INTERLOCAL AGREEMENT
BETWEEN SARASOTA COUNTY AND
WEST VILLAGES IMPROVEMENT DISTRICT**

This **Interlocal Agreement** (the "Interlocal Agreement") is entered into this 12th day of September, 2017 by and between Sarasota County, Florida, a charter county and political subdivision of the State of Florida, and West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes. All capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Development Agreement.

WHEREAS, as of even date herewith, Atlanta National League Baseball Club, LLC, a Georgia Limited Liability Company ("ANLBC"), Sarasota County, Florida, a charter county and political subdivision of the State of Florida ("County"), the City of North Port, Florida, a municipal corporation of the State of Florida ("City"), West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes, and Chapter 2004-456, Laws of Florida, Acts of 2004, as amended ("WVID"), Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership ("Developer"), and Calben (US) Corporation, a Delaware Corporation ("Developer Guarantor") have entered into that certain Development Agreement (the "Development Agreement"), and

WHEREAS, the Development Agreement describes the parties' understanding with respect to the design, financing, construction, operation and maintenance of a spring training facility to be used by ANLBC, and

WHEREAS, pursuant to the Development Agreement, WVID shall contract (or accept an assignment of contract(s)) for the design and construction, and a portion of the financing thereof, of certain spring training facilities and associated improvements to be utilized by ANLBC, and

WHEREAS, it is contemplated that the Facility (hereinafter defined) be financed with (i) the proceeds of bonds issued or other form of indebtedness incurred by WVID and secured by grant funding (the "Spring Training Program Grant") awarded by the State of Florida (the "State Contribution"); (ii) a financial contribution from the City (the "City Contribution"); (iii) the proceeds of bonds issued or other form of indebtedness incurred by the County (the "County Bonds"); (iv) a financial contribution from the Developer (the "Developer Contribution"); and (v) the proceeds of bonds issued or other form of indebtedness incurred by WVID, or another

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entity, and secured by annual contributions from ANLBC (the “ANLBC Contribution”), and together with the State Contribution, the City Contribution, the County Contribution, and the Developer Contribution, the “Facility Funding Obligation”), and

WHEREAS, the Developer is obligated to transfer title of the land upon which the Facility is to be constructed to WVID at no cost, and

WHEREAS, WVID is obligated to transfer title to the land and improvements comprising the Facility to the County following Substantial Completion of the construction of same (as hereinafter defined), and

WHEREAS, the County is obligated to accept the transfer of title to the land and improvements relative to the Facility, and has entered into a Facility Operating Agreement with ANLBC for the use and occupancy of the Facility, and

WHEREAS, the County desires to assign all Annual Fee payments to be made by ANLBC for use of the Facility to WVID, which thereafter desires to assign its right to receive such payments to the hereinafter defined Trustee on its behalf for the purpose of making debt service payments relative to the ANLBC Contribution.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are expressly acknowledged, the County and WVID, each intending to be legally bound, do hereby mutually agree as follows:

1. **Incorporation of Recitals.** The above recitals are hereby confirmed as correct and incorporated herein by reference.
2. **Legal Authority.** This Agreement is entered into under the authority of Chapters 125 163, and 189, Florida Statutes.
3. **Definitions.**
 - (a) *Annual Fee* shall mean the annual fee payable by ANLBC as defined in the Development Agreement.
 - (b) *Closing* shall mean closing on the conveyance of the Facility Site from WVID to the County.
 - (c) *Construction Manager* shall mean the Construction Manager retained by WVID to construct the Facility.
 - (d) *County Bonds* shall mean those certain bonds to be issued by the County to meet the obligations to WVID to provide a portion of the funding necessary for the design and construction of the Facility.
 - (e) *Drainage License Agreement* shall mean the agreement between the County, ANLBC, WVID and Developer setting forth the rights, duties and obligations of the parties with regard to the Stormwater Management Facilities and the Stormwater

Site (all as defined in the Drainage License Agreement), and providing all rights necessary for the required drainage of the Facility and the Facility Site.

- (f) *Facility* shall mean the Spring Training facility to be developed as more specifically defined in the Development Agreement.
- (g) *Facility Operating Agreement* shall mean that certain agreement between ANLBC and the County dated May 23, 2017, setting forth the terms and conditions under which ANLBC shall occupy, use, operate and manage the Facility.
- (h) *Facility Site* shall mean that certain tract of land situated in Sarasota County, Florida, as generally set forth in Exhibit A, and as defined in the Development Agreement. For the avoidance of doubt, the Facility Site shall not include the Stormwater Site (as defined in the Drainage License Agreement).
- (i) *Funding Date* shall mean the date on which the WVID Construction Account (as Defined in the Development Agreement), or any subaccounts thereof, holds all of the following amounts, which is anticipated to be December 2017: (a) the City Contribution, (b) the net proceeds of the County Bonds, (c) the net proceeds of the States Sales Tax Payments Bonds or the Temporary Funding, (d) the net proceeds of the WVID Debt, and (e) the Developer Contribution.
- (j) *Governmental Authority* or *Governmental Authorities* shall mean any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency, or any instrumentality of any of them having jurisdiction with respect to the Facility or Facility Site and any Persons in connection with the design, development, construction, equipping, commissioning, use, occupancy, possession, operation, maintenance and management of the Facility or Facility Site.
- (k) *Program* shall mean the design and construction requirements for the Facility and the Facility Site as more particularly set forth in the Development Agreement. The Program shall be subject to modification and adjustment as set forth in the Development Agreement.
- (l) *Project Budget* shall mean the budget of the costs to construct the Facility, as may change from time to time, as more particularly set forth in the Development Agreement.
- (m) *Spring Training Program Agreement* shall mean the Spring Training Program Agreement between the Florida Department of Economic Opportunity and WVID relative to the State Sales Tax Payment Bonds as the same may be amended or supplemented from time to time.
- (n) *State Sales Tax Payments Bonds* shall mean those certain bonds, notes or other form of indebtedness, in one or more series, to be issued by the WVID in an amount necessary to finance the portion of the design and construction of the Facility and secured by the State Contribution.
- (o) *Substantial Completion* shall be defined as more particularly set forth in the Construction Contract, but shall include, at a minimum, the occurrence of all of the following: (i) the Design Professional has delivered to the parties to the Development Agreement a certificate certifying that the Facility is sufficiently complete in accordance with the requirements of the Construction Contract subject to the completion of punch list items that do not materially affect the use or occupancy of the Facility or its operation for purposes as a Spring Training Facility, (ii) all required

governmental inspections and certifications have been made and posted, and (iii) a temporary or permanent certificate of occupancy has been issued in respect of the Facility; provided that the certificate of occupancy shall be delivered to ANLBC promptly following its issuance.

- (p) *Temporary Funding* shall mean funding from ANLBC to be utilized by WVID in the event that the State Sales Tax Payment Bonds are not issued by the Funding Date, as more particularly defined in the Development Agreement.
- (q) *Trustee* shall mean the Trustee of the WVID Debt and the State Sales Tax Payment Bonds.
- (r) *WVID Debt* shall mean those certain bonds, notes or other form of indebtedness, in one or more series, to be issued by the WVID in an amount necessary to finance a portion of the design and construction of the Facility and secured by the Annual Fee.

4. Conditions Precedent. The obligations of the County and WVID set forth herein are conditioned upon the following:

- (a) Spring Training Program Grant. WVID shall have secured the grant of award of the Spring Training Program Grant pursuant to the State Certification Letter from the State of Florida in the amount of \$1 million per year for a period of twenty (20) years no later than the Funding Date.
- (b) Development Agreement. Each of the relevant parties shall have entered into the Development Agreement no later than the Funding Date.
- (c) Developer Guarantor Agreement. Developer Guarantor shall have entered into a guaranty agreement as described in the Development Agreement no later than the Funding Date.

5. Funding Obligations. The County and WVID each have obligations to issue debt instruments in order to fund the Facility design and construction costs as more fully set forth in the Development Agreement and the plan of finance incorporated therein.

- (a) County Funding Obligations. The County has agreed to issue its County Bonds for the purpose of meeting its obligation to partially fund the cost of the design and construction of the Facility in accordance with the Program set forth in the Development Agreement. The County is obligated to make net bond proceeds of \$21,262,000.00 (or similar alternative financing) available on the Funding Date. The County shall use its best efforts to close on the County Bonds on or before the Funding Date, provided that full funding will be made available on the Funding Date. The County Bonds will be issued as tax-exempt obligations.
- (b) WVID Funding Obligations. WVID shall issue the State Sales Tax Payments Bonds and the WVID Debt for the purpose of meeting its obligation to partially fund the cost of the design and construction of the Facility in accordance with the Program set forth in the Development Agreement. The amount of the State Sales Tax Payment Bonds and the WVID Debt is set forth in more detail in the Plan of Finance included in the Development Agreement. WVID shall use its best efforts to close on the WVID Debt and the State Sales Tax Payments Bonds on or before the Funding Date.

- a. WVID shall make the net proceeds of the State Sales Tax Payments Bonds available on the Funding Date. Notwithstanding the foregoing, so long as the State Certification Letter has been awarded to WVID by the State as of the Funding Date, if the State Sales Tax Payments Bonds are not issued by the Funding Date, WVID may instead acquire Temporary Funding in the alternative.
- (c) The County shall have the right to review all WVID financing documents related to financing the Facility and to participate in meetings and other activities related to such financing as the parties may deem reasonably appropriate. Neither WVID nor the County shall structure its financing documents to permit a lien or encumbrance upon the Facility Site or Facility.
- (d) Each party will contribute its funds to the WVID Construction Account and/or WVID Debt Account to finance the design and construction of the Facility in accordance with the Trust Indenture and Custodian Agreement, as applicable, and will use its best efforts to contribute such funding to WVID through coordinated closings. The County will not be obligated to transfer its net bond proceeds of \$21,262,000.00 to the WVID until WVID has closed on the issuance the WVID Debt and the State Sales Tax Payments Bonds (or received the Temporary Funding as of the Target Date, as applicable) and WVID shall have deposited its net bond proceeds into the appropriate subaccount in the WVID Construction Account to be administered by a custodian with corporate trust powers.
- (e) WVID shall reasonably agree to the terms of the tax certificate prepared by the County's bond counsel. WVID shall provide the County with monthly reports concerning the expenditures of County funds for purposes of demonstrating compliance with the terms of the tax certificate.
- (f) If requested by the County, WVID shall engage the services of a firm qualified to prepare arbitrage reports, at WVID's expense. WVID shall deliver the arbitrage report to the County annually, no later than December 1 of each year for the preceding County fiscal year ending September 30. The arbitrage report shall be certified to WVID and the County.
- (g) WVID will take no action or omit to take an action that would reasonably be expected to jeopardize the tax-exempt status of the County Bonds. The County's bond counsel shall be consulted and shall have final decision making authority with respect to the interpretation of the terms of the tax certificate and the application of federal tax law to the County Bonds.
- (h) County and WVID each agree to assign their respective rights to collect ANLBC's Annual Fee under the Facility Operating Agreement and hereunder to the Trustee of the bonds issued or other indebtedness secured by the ANLBC Contribution; provided, however, that such assignment is contingent on the issuance of the WVID Debt. The Annual Fee shall be used to secure and pay debt service on the WVID Debt and for no other purpose.
- (i) Deposits into the Capital Maintenance Fund. Deposits into the Capital Maintenance Fund as described in the Facility Operating Agreement made by the County and ANLBC shall be held by the County and shall not be transferred to the WVID or the Trustee and shall not be subject to a lien in connection with the WVID Debt or the State Sales Tax Payments Bonds.

- 6. Project Completion.** WVID has agreed to contract for (and or accept an assignment of contract(s) for) the design and construction of the Facility under the terms of the Development Agreement. WVID will require the posting of a Florida Statutes, Section 255.05 Payment and Performance Bond by the Construction Manager. WVID will ensure that no liens shall be placed on the Facility or Facility Site.
- 7. Asset Identification.** WVID and the County shall confer to establish asset identification procedures that will allow for the transfer of the Facility Site and Facility in a manner that will permit the County to book the asset by category for inventory and asset life purposes and for purposes of determining eligibility for funding from the Capital Maintenance Fund established under the Facility Operating Agreement. The asset identification procedures shall be agreed to by WVID and the County in a written instrument no later than December 31, 2017.
- 8. Boundary Survey.** Prior to Closing, WVID shall, at its expense (but payable from the Project Budget), have an updated boundary survey of the Facility Site prepared by a licensed Florida Land Surveyor that shows the external boundary of the Facility site as well as the boundary of any buildings or structures internal to the Facility Site. The survey shall be certified to WVID, the Developer, and the County. The Development Agreement shall govern any title or survey defects.
- 9. Governmental Charges.** All permit fees, assessments, line extension fees, utility fees, capacity fees and impact fees of any kind or nature incurred in connection with the construction of the Facility on the Facility Site shall be paid as addressed in the Development Agreement and the Drainage License Agreement.
- 10. Governmental Approvals.** Prior to Closing, WVID shall obtain all required approvals from Governmental Authorities having jurisdiction over the construction of the Facility as a condition to the Substantial Completion of the Facility.
- 11. Product Manuals and Maintenance Procedures Manual.** WVID shall cause the Construction Manager to assemble all product manuals within its possession and shall prepare a maintenance procedure manual (the "Maintenance Procedures Manual") for all systems and components of the Facility. Prior to Closing, WVID shall use its commercially reasonable best efforts cause the Construction Manager to deliver all such product manuals and the Maintenance Procedures Manual to the County.
- 12. Marketable Title.** WVID shall convey marketable title consistent with the terms of the Development Agreement.
- 13. Title Transfer.** Upon Substantial Completion of the Facility, and once the requirements set forth in sections 6- 12 herein have been satisfied, WVID and the County shall schedule a real estate closing with respect to the transfer of the title to the Facility Site and Facility from WVID to the County. The Closing shall be held in the Office of the County Attorney, 1660 Ringling Boulevard, Second Floor, Sarasota, Florida 34236 or at

a place designated by the County. Alternatively, the Closing may be conducted by delivery of documents in escrow accompanied by escrow instructions with an escrow agent mutually agreeable to WVID and the County. The date of the Closing shall be between five (5) and fifteen (15) days following the satisfactory completion of the preconditions to Closing set forth herein. At the Closing, WVID shall deliver a Special Warranty Deed for the Facility Site to the County together with all easements, if necessary, that are required to provide access to the Facility Site and utility easements required to serve the Facility Site and Facility. At the Closing, WVID shall deliver the Drainage License Agreement. WVID shall also deliver an Owner's Affidavit of No Liens to the County, bill of sale, closing statement, corrective instruments if any, closing agreement and any other documents reasonably requested by the County, as necessary to close the transaction and convey title in the condition required by Section 12 above. It is anticipated that the recording of the Special Warranty Deed and title transfer will be exempt from the levy of Documentary Stamp Taxes. In the event that Documentary Stamp Tax is owed on the transfer, WVID will pay the required tax. WVID shall pay to record any easements, the Drainage License Agreement, corrective instruments if any or other documents other than the Special Warranty Deed. The County shall pay to record the Special Warranty Deed.

- 14. Project Documents.** At the Closing, WVID shall provide to County, at no cost to the County, all site and development plans and permits, construction plans and permits, environmental and stormwater plans, reports and permits, and surveys within its possession, and such other documents within its possession as the County may reasonably request. WVID shall additionally use its best efforts to obtain and provide to County, at no cost to County, all site and development plans and permits, construction plans and permits, environmental and stormwater plans, reports and permits, and surveys not within its possession, and such other documents as the County may reasonably request.
- 15. Consultant Contracts; Construction Contracts; Warranties.** WVID shall comply with the Development Agreement, as it relates to all Consultant Contracts and Construction Contracts, including any warranties arising from the same.
- 16. Evidence of Payment.** WVID shall comply with the provisions of the Development Agreement, as it relates to evidence of payment.
- 17. Facility Operating Agreement.** Following recording of the Special Warranty Deed and transfer of the Facility and the Facility Site to the County, the County shall keep the Facility Operating Agreement in full force and effect, and shall use its best efforts to ensure that ANLBC shall occupy and use the Facility Site and Facility in accordance with the terms of the Facility Operating Agreement. The County, in conjunction with WVID, will enforce the terms of the Non-Relocation Agreement, if required, in order to make certain that ANLBC continues to occupy and use the Facility Site and Facility in accordance with the terms of the Non-Relocation Agreement.

18. Dispute Resolution.

- (a) In the event of a dispute between WVID and the County regarding the performance of the obligation contained herein, the dispute resolution provisions of the Development Agreement shall govern. This process shall substitute for the dispute resolution process set forth in Chapter 164, Florida Statutes.
- (b) This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The Parties hereby agree that venue and jurisdiction for all legal proceedings arising out of or relating to this Agreement shall be exclusively in the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.
- (c) The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

19. Force Majeure. Except for any payment obligation by either party, if either the County or WVID is unable to perform, or is delayed in its performance of any of its obligations under this Interlocal Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the County or WVID to correct the adverse effect of such event of Force Majeure.

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the County or WVID from performing any of its obligations (other than payment obligations) under this Interlocal Agreement: acts of God, natural disaster, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action (except that, as to the County, governmental action shall exclude any governmental action or inaction with respect to the granting or withholding of any governmental approvals or permits needed for the development of the Facility within the control of the County), material shortages, industry wide strikes, boycotts, lockouts or labor disputes (including, without limitation, labor disputes involving MiLB (as defined in the Facility Operating Agreement) or MLB players that result in missed games), or any other similar or like event or occurrence beyond the reasonable control of a Party (or any Design Professional, Consultant, or Contractor, of any tier) hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

In order to be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure. The terms of this Section shall survive the termination of this Interlocal Agreement.

- 20. Entire Agreement.** This Interlocal Agreement embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof. This Interlocal Agreement may be amended or modified only by an instrument of equal formality executed by authorized representatives of the County and WVVD.
- 21. Severability.** If any provision of this Interlocal Agreement or any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Interlocal Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Interlocal Agreement, and to this end the provisions of this Interlocal Agreement are declared to be severable.
- 22. Mutual Benefit.** This Interlocal Agreement is for the mutual benefit of the named parties only and nothing herein shall be construed as creating any right or cause of action to any party not specifically named herein nor shall any provision of this Interlocal Agreement be construed as constituting a waiver of sovereign immunity.
- 23. Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- 24. Effective Date.** This Interlocal Agreement shall become effective upon filing with the Clerk of the Circuit Court of Sarasota County.

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement on the dates indicated below.

ATTEST:

By: Kathleen M. Dailey
Printed Name: Kathleen M. Dailey

West Villages Improvement District, an independent special district, created pursuant to Chapter 189, Florida Statutes

By: Martin Black
Martin Black, Chairman

Date: September 13, 2017

ATTEST:

KAREN E. RUSHING, Clerk of Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

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

By: _____
Deputy Clerk

By: _____
Chair

Date: _____

Approved as to form and correctness:

By: _____
County Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement on the dates indicated below.

ATTEST:

By: _____
Printed Name: _____

West Villages Improvement District, an independent special district, created pursuant to Chapter 189, Florida Statutes

By: _____
Martin Black, Chairman

Date: _____

ATTEST:

KAREN E. RUSHING, Clerk of Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: Blanca Rodas
Deputy Clerk

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

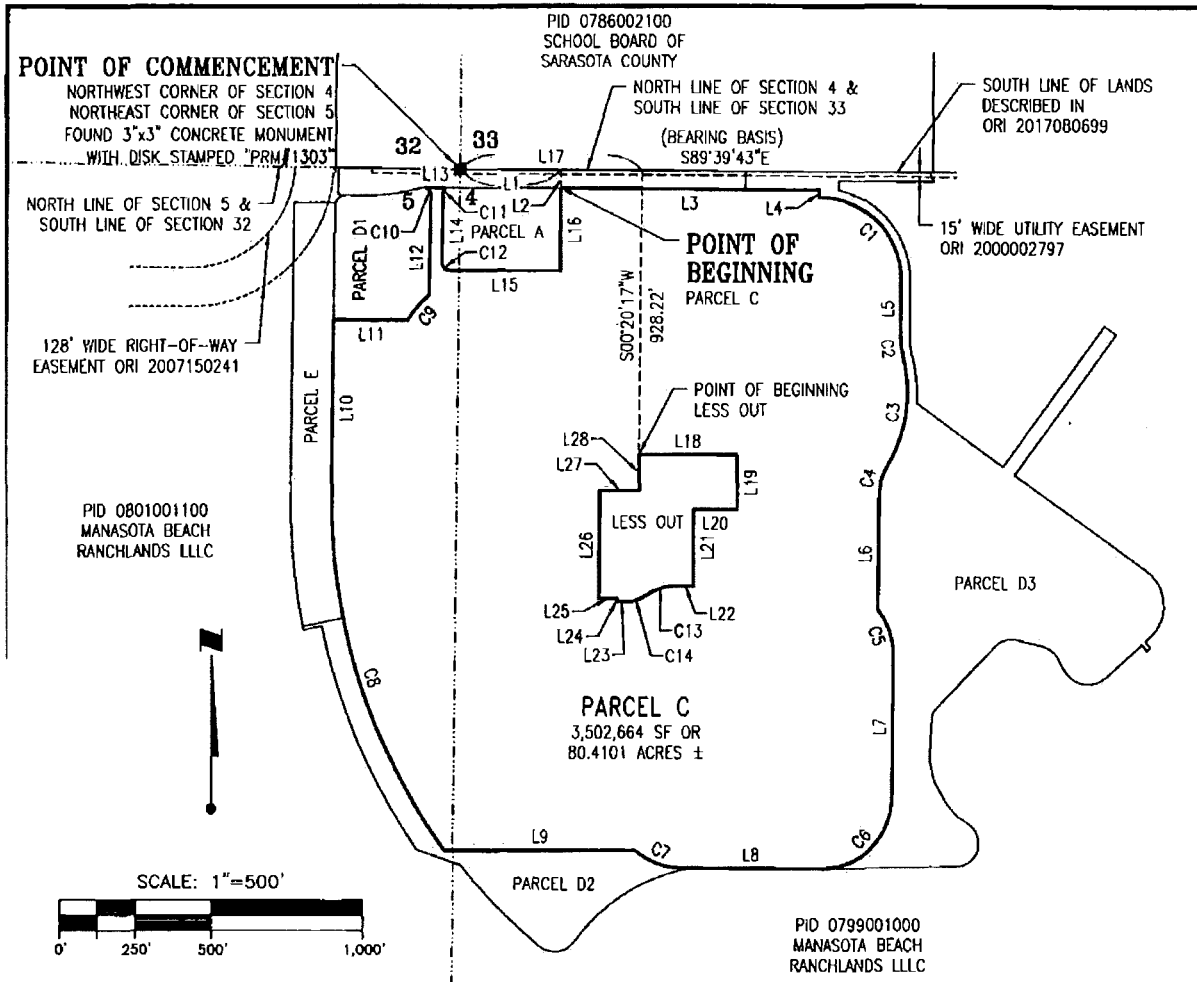
By: [Signature]
Chair

Date: 9-13-17

Approved as to form and correctness:
By: [Signature]
County Attorney *WMS*

Exhibit A

Sketch and Legal Description of Facility Site
(3 Sheets)



ABBREVIATIONS:

- ORI -- OFFICIAL RECORD INSTRUMENT NUMBER
- PID -- PROPERTY IDENTIFICATION NUMBER
- SF -- SQUARE FEET

SEE SHEET 2 FOR TABLES
SEE SHEET 3 FOR LEGAL DESCRIPTION

PARCEL C

REV. "A"; REVISED 15' UTILITY EASEMENT AND REMOVED HATCH; 8/14/17; EDM
FOR: MANASOTA BEACH RANCHLANDS, LLLC

This is NOT a Survey and Not valid without all sheets.

Aug 14, 2017 - 14:01:15 EDM\JAW\2156\active\215614091\survey\drawing\S & D\215614091v-spsk03.dwg

SKETCH & DESCRIPTION OF A
TRACT OF LAND LYING IN
SECTIONS 4 & 5, TOWNSHIP 40 S., RANGE 20 E.,
SARASOTA COUNTY, FLORIDA



Stantec

6900 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6900 • Fax 941-907-6910
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TASK CODE: 220	DRAWN BY: EDM	CHKD BY: JAK	CAD FILE: 215614091v-spsk03	PROJECT NO: 215614091	SHEET 1 OF 3	DRAWING INDEX NO: 215614091v-spsk03	REV: A
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LINE TABLE		
LINE	BEARING	DISTANCE
L1	S49°39'43"E	313.89'
L2	S07°20'17"W	60.00'
L3	S85°19'43"E	816.44'
L4	S07°20'17"W	27.29'
L5	S07°20'17"W	179.10'
L6	S07°20'17"W	372.35'
L7	S07°20'17"W	452.62'
L8	N89°19'43"W	467.67'
L9	N89°43'22"W	598.71'
L10	N07°16'31"E	573.39'
L11	S89°19'58"E	245.14'
L12	N00°54'31"E	17.00'
L13	S89°07'39"E	63.25'
L14	S00°54'31"W	225.19'

LINE TABLE		
LINE	BEARING	DISTANCE
L15	S82°39'43"E	362.43'
L16	N07°20'17"E	271.89'
L17	S07°19'43"E	602.52'
L18	S89°43'22"E	323.85'
L19	S00°16'39"W	175.45'
L20	N89°19'43"W	142.51'
L21	S00°16'38"W	263.58'
L22	N89°19'43"W	51.11'
L23	N89°43'22"W	30.88'
L24	N00°16'39"E	10.00'
L25	N89°43'22"W	60.00'
L26	N00°16'38"E	354.02'
L27	S89°43'22"E	131.22'
L28	N00°16'38"E	120.89'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	275.00'	90°07'00"	431.97'	398.91'	S44°39'43"E
C2	275.00'	145°07'30"	453.41'	45.21'	S07°20'17"W
C3	462.00'	46°06'45"	371.29'	367.76'	S07°20'17"W
C4	190.00'	31°00'15"	103.37'	102.05'	S10°54'31"W
C5	235.20'	39°26'15"	162.58'	153.36'	S19°27'30"E
C6	235.20'	90°00'00"	369.45'	332.62'	S49°20'17"W
C7	235.20'	42°27'50"	164.76'	162.32'	N67°28'17"W
C8	190.00'	36°55'34"	174.31'	172.17'	N17°57'09"W
C9	190.00'	19°23'46"	107.83'	107.31'	N41°15'50"E
C10	10.00'	60°31'54"	34.35'	32.84'	N52°15'26"W
C11	10.00'	14°31'05"	18.07'	17.82'	S18°10'03"W
C12	30.00'	80°34'13"	47.42'	42.84'	N44°22'36"E
C13	190.00'	54°34'35"	114.66'	112.95'	S75°03'02"W
C14	110.00'	34°32'56"	68.26'	65.27'	S73°01'10"W

DESCRIPTION (as prepared by the surveying Surveyor and Mapper):

A tract of land lying in Sections 4 & 5, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the northward corner of Section 4; thence S85°19'43"E along the north line of said Section 4 and the south line of lands described in Official Survey Instrument Number 2017060699 of the Public Records of Sarasota County, Florida, a distance of 313.89 feet, thence S07°20'17"W, a distance of 60.00 feet to the POINT OF BEGINNING, thence S82°39'43"E, a distance of 832.44 feet, thence S07°20'17"W, a distance of 27.29 feet to the point of curvature of a non-tangent curve to the right, having a radius of 275.00 feet and a central angle of 90°07'00"; thence southeasterly along the arc of said curve, a distance of 431.97 feet, said curve having a chord bearing and distance of S44°39'43"E, 398.91 feet, to the point of tangency of said curve, thence S07°20'17"W, a distance of 179.10 feet to the point of curvature of a curve to the left having a radius of 270.00 feet and a central angle of 145°07'30"; thence southerly along the arc of said curve, a distance of 453.41 feet, to the point of reverse curvature of a curve to the right having a radius of 462.00 feet and a central angle of 46°06'45"; thence southerly along the arc of said curve, a distance of 371.29 feet to the point of tangency of a curve to the left having a radius of 190.00 feet and a central angle of 31°00'15"; thence southerly along the arc of said curve, a distance of 103.37 feet to the point of tangency of said curve, thence S07°20'17"W, a distance of 572.35 feet to the point of curvature of a non-tangent curve to the right, having a radius of 235.20 feet and a central angle of 39°26'15"; thence southerly along the arc of said curve, a distance of 162.58 feet, said curve having a chord bearing and distance of S19°27'30"E, 153.36 feet, to the point of tangency of said curve; thence S00°20'17"W, a distance of 467.67 feet to the point of curvature of a curve to the right having a radius of 235.20 feet and a central angle of 90°00'00"; thence southwesterly along the arc of said curve, a distance of 369.45 feet to the point of tangency of said curve, thence N89°19'43"W, a distance of 467.67 feet to the point of curvature of a curve to the right having a radius of 235.20 feet and a central angle of 42°27'50"; thence westerly along the arc of said curve, a distance of 164.76 feet to the end of said curve; thence N89°43'22"W, along a line non-tangent to said curve, a distance of 628.71 feet to the point of curvature of a non-tangent curve to the right, having a radius of

-- CONTINUE ON SHEET 1

SEE SHEET 1 FOR SKETCH
SEE SHEET 3 FOR LEGAL DESCRIPTION

PARCEL C

REV. 7/1; REVISED 10' UTILITY EASEMENT AND REMOVED MATCH, 6/14/17, CDW
FOR: MINNESOTA BEACH ROADLANDS, LLC

This is NOT a Survey and Not valid without all sheets.

Aug. 14, 2018 14:01:15 2:34:26 PM 2018/08/14 07:56:23 2018/08/14 07:56:23 2018/08/14 07:56:23

SKETCH & DESCRIPTION OF A TRACT OF LAND LYING IN SECTIONS 4 & 5, TOWNSHIP 40 S., RANGE 20 E., SARASOTA COUNTY, FLORIDA



Stantec

1800 Cypresswood Parkway, Suite 500, Sarasota, FL 34234
Phone: 941.557.1000 Fax: 941.557.1001
E-mail: sarasota@stantec.com
stantec.com

DESK: GSK 250	DRAWN BY: ECM	CHECKED BY: JAK	CAD FILE: 215614091v-sps03	PLOT FILE NO: 215614091	SHEET: 2 OF 3	DRAWING NUMBER: 215614091v-sps03	REV: A
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- CONTINUED FROM SHEET 2 -

1,995.00 feet and a central angle of 36°15'24", thence easterly along the arc of said curve, a distance of 1,743.11 feet, said curve having a chord bearing and distance of N 17°57'04"W, 1,221.21 feet, to the point of tangency of said curve, thence N 05°42'33"E, a distance of 543.26 feet, thence S 80.16°58"E, a distance of 243.14 feet to the point of curvature of a non-tangent curve to the right having a radius of 312.53 feet and a central angle of 157°23'45", thence northwesterly along the arc of said curve, a distance of 107.83 feet, said curve having a chord bearing and distance of N 41°15'50"E, 107.31 feet, to the end of said curve, thence N 00°54'21"E, along a line non-tangent to said curve, a distance of 377.05 feet to the point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 88°21'54", thence northwesterly along the arc of said curve, a distance of 34.75 feet to the end of said curve, thence S 89°05'29"W, along a line non-tangent to said curve, a distance of 63.25 feet to the point of curvature of a non-tangent curve to the left, having a radius of 20.00 feet and a central angle of 34°31'05", thence southerly along the arc of said curve, a distance of 18.07 feet, said curve having a chord bearing and distance of S 18°10'03"W, 17.80 feet, to the point of tangency of said curve, thence S 00°54'21"W, a distance of 225.14 feet to the point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 107°34'11", thence southeasterly along the arc of said curve, a distance of 47.42 feet to the point of tangency of said curve, thence S 85°35'43"E, a distance of 360.93 feet, thence N 00°50'17"E, a distance of 271.89 feet to the POINT OF BEGINNING.

Said tract contains 3,655,510 square feet or 83,2190 acres, more or less.


LESS OUT

COMMENCE at the northwest corner of Section 4; thence S 89°39'43"E, along the north line of said Section 4 and the south line of lands described in Official Instrument Number 2016080893 of the Public Records of Sarasota County, Florida, a distance of 602.52 feet, thence S 00°20'17"W, a distance of 928.22 feet to the POINT OF BEGINNING; thence S 89°43'22"E, a distance of 321.89 feet, thence S 00°16'33"W, a distance of 175.45 feet, thence N 89°39'43"W, a distance of 142.91 feet, thence S 00°16'33"W, a distance of 257.84 feet, thence N 89°39'43"W, a distance of 51.15 feet to the point of curvature of a curve to the left, having a radius of 190.00 feet and a central angle of 34°34'35"; thence westerly along the arc of said curve, a distance of 114.66 feet to the point of reverse curvature of a curve to the right, having a radius of 110.00 feet and a central angle of 34°30'58", thence westerly along the arc of said curve, a distance of 56.26 feet to the point of tangency of said curve, thence N 88°43'22"W, a distance of 30.88 feet, thence N 02°16'08"E, a distance of 10.00 feet, thence N 88°43'22"W, a distance of 80.02 feet, thence N 00°16'38"E, a distance of 394.00 feet, thence S 89°43'22"E, a distance of 131.22 feet, thence N 00°16'38"E, a distance of 130.99 feet to the POINT OF BEGINNING.

Said tract contains 152,247 square feet or 3,5099 acres, more or less.

NOTES:

1. Unless it bears the signature and the original raised seal of a Florida Surveyor and Mapper, this sketch, drawing, plat or map is for informational purposes only.
2. Bearings shown herein are relative to the north line of Section 4 having a bearing of S 89°39'43".
3. This is a sketch only and does not represent a field survey.
4. Subject to easements of record.

BY: 
Joseph A. Kelly, P.S.M. No. 7141 8/15/2017
Date & Signature

SEE SHEET 1 FOR SKETCH
SEE SHEET 2 FOR TABLES

PARCEL C

REV. 04, REVEALED 15' UTILITY EASEMENT AND REMOVED HATCH, 8/14/17, EDM
FOR MANASOTA BEACH RANCHLANDS, LLC

This is NOT a Survey and Not valid without all sheets

SKETCH & DESCRIPTION OF A
TRACT OF LAND LYING IN
SECTIONS 4 & 5, TOWNSHIP 40 S., RANGE 20 E.,
SARASOTA COUNTY, FLORIDA



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6000 Professional Parkway, Suite 200, Sarasota, FL 34238-2000
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JOB NO. 220	DRAWN BY EDW	CHECKED BY JMK	CAD FILE 215614091v-001.dwg	PROJECT NO. 215614091	SHEET 3	TOTAL SHEETS 3	DATE PLOTTED 7/15/14 09:14 am sps03	BY A
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ADDENDUM TO AGREEMENTS
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY

This Addendum is made and entered into this 19th day of September, 2017. This Addendum is intended to supplement but not supplant the rights or remedies as a third-party beneficiary or otherwise of the State of Florida (“State”), Department of Economic Opportunity (“DEO”) and their permitted successors and assigns under or by reason of the following agreements (hereinafter collectively referred to in this Addendum as the “Agreements”):

- 1) Non-Relocation Agreement dated May 22, 2017 by and between Sarasota County, Florida, a charter county and political subdivision of the State of Florida (hereinafter “County”), West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes and Chapter 2004-456, laws of Florida, Acts of 2004, as amended (hereinafter “WVID”), and Atlanta National League baseball Club, LLC, a Georgia limited liability company (hereinafter “ANLBC”), owner and operator of the Major League Baseball franchise known as the Atlanta Braves (hereinafter “Team”);
- 2) Facility Operating Agreement dated May 22, 2017 by and between the County and ANLBC;
- 3) Interlocal Agreement Regarding Spring Training Stadium Financing Obligations dated July 27, 2017 by and between the City of North Port, Florida, a Florida municipal corporation (hereinafter “City”) and WVID;
- 4) Interlocal Agreement to be executed prior to the execution of this Addendum by and between the County and WVID; and
- 5) Any other Agreement with respect to the Spring Training Facility described in the Letter of Intent and Term Sheet dated as of March 7, 2017 by and between the County, the City, WVID, Manasota Beach Ranchlands, LLLP (hereinafter “Developer”), Calben (US) Corporation (hereinafter “Developer Guarantor”), and ANLBC, as approved and further described in Resolution No. 2017-074 of the Board of County Commissioners of Sarasota County, Florida dated May 23, 2017.

WHEREAS, the purpose of section 288.11631, Florida Statutes, is to provide a process for the retention of spring training baseball franchises within the State;

WHEREAS, the parties to the Agreements acknowledge that the amount of State incentive funding is based on the Team’s continual use of the Facility for the duration of the State incentive funding;

WHEREAS, the parties to the Agreements acknowledge that the purpose of this Addendum is to ensure that the Agreements continuously meet the requirements of section 288.11631, Florida Statutes, and that DEO can properly and responsibly act as the steward of State funds; and

WHEREAS, the parties to the Agreements acknowledge that the Agreements contain provisions designed to establish business, operational and other obligations and rights not directly related to section 288.11631, Florida Statutes or this Addendum, which provisions are not intended to be modified or affected by this Addendum except to the extent that they limit any rights or remedies of the State or DEO as provided for in this Addendum.

NOW THEREFORE, in consideration of the premises and mutual covenants and obligations herein contained, and in order to induce DEO to certify Applicant pursuant to section 288.11631, Florida Statutes, the parties to the Agreements agree to sign this Addendum as a condition precedent to State's certification and funding, and covenant as follows:

I. DEFINITIONS

Except as otherwise set forth herein, the definitions set forth in the Agreements shall not apply to this Addendum and the definitions set forth in this Addendum shall not apply to the Agreements. The definitions that shall apply to this Addendum are included in Exhibit "A" attached hereto and incorporated herein.' All words used herein shall be defined as they are ordinarily used, unless otherwise defined in this Addendum.

II. TERMS AND CONDITIONS

In accordance with the last sentence of paragraph 3.2 page 4 of the Non-Relocation Agreement dated May 22, 2017, ANLBC is obligated to exhibit, promote, schedule and play or conduct at least eighty percent (80%) or fifteen (15) Major League Spring Training Home Games per season (whichever is greater) in the main stadium of the Facility, between the Team and another Major League Club, with at least two (2) such Major League Spring Training Home Games scheduled to begin after 6:00 pm, subject to Major League Baseball Rules and Regulations. DEO may excuse ANLBC in writing from the obligation of this immediately preceding sentence (with or without a Compensatory Prorated Fee as further described below); but if not, then at DEO's sole and absolute discretion, DEO can unilaterally determine and notify ANLBC in writing that ANLBC breached its obligation and owes immediate payment to the State of the total amount of the State distributions due and payable through the final maturity of the Bonds.

Provided, however, that if Force Majeure or Major League Baseball causes ANLBC and Team to play less than fifty percent (50%) of the Major League Spring Training Home Games at the Facility during each Spring Training Season, then the Agreements shall be automatically extended beyond their Term for one additional full Spring Training Season.

The Compensatory Prorated Fee shall be determined as follows: State's yearly distribution applicable to Spring Training Season multiplied by the fraction obtained by dividing the number of missed Major League Spring Training Home Games (up to 15 games) by 15 yearly Major League Spring Training Home Games. For example: with 2 unexcused missed Major League Spring Training Home Games

in a Spring Training Season, and State paying \$1,000,000 per year, ANLBC would owe state \$1,000,000 x (2/15) = \$133,333.

III. STATE OF FLORIDA AS THIRD PARTY BENEFICIARY

The State of Florida, by and through DEO and DEO's successors and assigns, is an intended third party beneficiary of this Addendum. The State and DEO shall have standing in any action at law or in equity relating to, and/or to seek and/or compel performance of, the obligations this Addendum imposes. DEO shall have the right to enforce any reimbursement obligations owed to the State as the same are set forth herein or in law. This Addendum shall in no way limit any additional legal rights or remedies that the State or DEO may have with the Agreements or otherwise.

IV. ORDER OF PRIORITY

In the event of a conflict between the terms of this Addendum and the Agreements relating specifically to a right, obligation or remedy benefitting DEO which arises from section 288.11631, Florida Statutes or this Addendum, the terms of this Addendum shall take precedence and shall control over any other terms of the Agreements, including any terms added to, amended in, or removed from the Agreements after the effective date of this Addendum; provided that this provision shall not be interpreted so as to release or modify any obligation, right or remedy provided in the Agreement which is in addition to those provided to DEO or the State under section 288.11631, Florida Statutes or this Addendum. This Addendum may not be modified or amended, either directly or indirectly, without the prior written consent of the parties and DEO's Executive Director or DEO's Executive Director's successor in interest. If any modification or amendment is made to either the Agreement or this Addendum without DEO's prior written consent, and such modification or amendment has any adverse effect on DEO's rights under this Addendum, such portion of that modification or amendment that has such adverse effect shall be void ab initio and ineffective. The Addendum's recitals are incorporated herein and made a part hereof by this reference. Any duplication of this Addendum with the terms and provisions of the Agreements shall be construed as intentional.

IN WITNESS WHEREOF, this Addendum, has been executed by duly authorized officers of ANLBC, the County, the City, WVID, Developer, Developer Guarantor, and DEO, each of whom hereby represents and warrants that she or he has the full power and authority to execute this Addendum in such capacity, all as of the day and year first above written.

***- Remainder of Page Intentionally Left Blank -
- Seven Signature Pages and Exhibit "A" are Attached -***


**SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY**

ACCEPTED AND AGREED:

ATLANTA NATIONAL LEAGUE BASEBALL CLUB, LLC,
A Georgia Limited Liability Company

By 
Terence F. McGuirk, Chief Executive Officer

WITNESSES:



Print Name of Witness: Greg Heller

Heather Metzger

Print Name of Witness: Heather Metzger

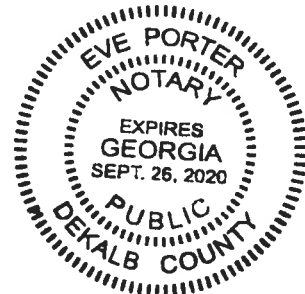
STATE OF GEORGIA
COUNTY OF COBB

On the 6th day of September, 2017, before me, the undersigned officer, personally appeared Terence F. McGuirk, who is personally known to me or proved to me on the basis of satisfactory evidence to be the Chief Executive Officer of ATLANTA NATIONAL LEAGUE BASEBALL CLUB, LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official notary public seal.



Print Name of Notary Public: Eve Porter



**SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY**

ACCEPTED AND AGREED:

SARASOTA COUNTY, a charter county and political subdivision
of the State of Florida

By _____
Paul Caraguilo, Chairman

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and
Ex-Officio Clerk of the Board of County Commissioners
of Sarasota County, Florida

By: _____
Blanca Rodriguez, Deputy Clerk

APPROVED AS TO FORM AND CORRECTNESS
ON BEHALF OF SARASOTA COUNTY:

By: _____
_____, County Attorney *kas*

**SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY**

ACCEPTED AND AGREED:

NORTH PORT, FLORIDA, a charter city and political subdivision
of the State of Florida

By:  _____
Linda Yates, Mayor

ATTEST:

Patsy C. Adkins, MMC, City Clerk

 _____

APPROVED AS TO FORM AND CORRECTNESS
ON BEHALF OF NORTH PORT, FLORIDA:

By:  _____
Amber L. Skayton, City Attorney


**SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY**

ACCEPTED AND AGREED:

WEST VILLAGES IMPROVEMENT DISTRICT, an Independent special district
created pursuant to Chapter 189, Florida Statutes

By 
Martin Black, Chairman


WITNESSES:



Print Name of Witness: Kathleen Dailey
M. Smith

Print Name of Witness: MIKE SMITH

APPROVED AS TO FORM AND CORRECTNESS
ON BEHALF OF WEST VILLAGES IMPROVEMENT DISTRICT:

By: 
Lindsay Whelan, WVID Attorney

**SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY**

ACCEPTED AND AGREED:

MANASOTA BEACH RANGLANDS, LLLP,
a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, its general partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, its manager

By 
Paul Erhardt, Vice President

WITNESSES:


Print Name of Witness: Michele Lambdin




Print Name of Witness: Sandra Guffey

STATE OF Florida
COUNTY OF Sarasota

On the 28th day of September, 2017, before me, the undersigned officer, personally appeared Paul Erhardt, who is personally known to me or proved to me on the basis of satisfactory evidence to be Paul Erhardt, Vice President of Thomas Ranch Manager, LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official notary public seal.



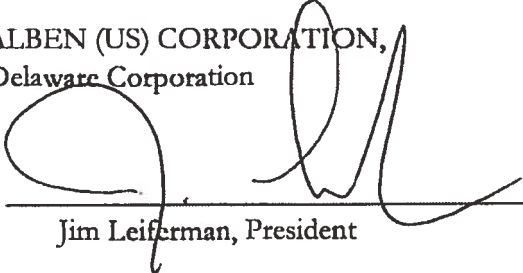
Print Name of Notary Public: Debra Zimmerman



**SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY**

ACCEPTED AND AGREED:

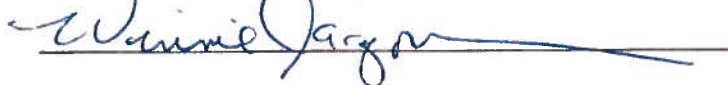
CALBEN (US) CORPORATION,
a Delaware Corporation

By 
Jim Leiferman, President

WITNESSES:



Print Name of Witness: Jennifer Thomas



Print Name of Witness: winnie JACQUES

STATE OF Florida
COUNTY OF Orange

On the 6th day of October, 2017, before me, the undersigned officer, personally appeared Jim Leiferman, who is personally known to me or proved to me on the basis of satisfactory evidence to be Jim Leiferman, President of CALBEN (US) CORPORATION, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official notary public seal.



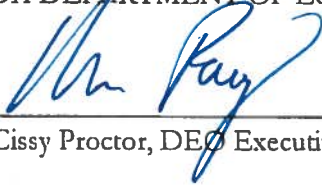
Print Name of Notary Public: Jennifer Thomas

 JENNIFER H. THOMAS
MY COMMISSION # FF 968207
EXPIRES: July 4, 2020
Bonded Thru Budget Notary Services

**SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY**

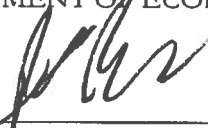
ACCEPTED AND AGREED:

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

By: 
Cissy Proctor, DEO Executive Director

Approved as to form and legal sufficiency,
subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: 
Peter Penrod, DEO General Counsel

Approved Date: 10-12-17

EXHIBIT "A"
DEFINITIONS

BONDS shall mean bonds or refunding bonds as described in section 288.11631(2)(a)(2), Florida Statutes.

FACILITY shall mean a professional sports franchise facility for spring training of a Major League Baseball team, including a stadium, training facilities, practice field, clubhouses, administrative and operational facilities, dedicated on-Facility Site parking areas, and other appurtenances and improvements, intended for use by the Team and for other tourism and community uses contemplated by the Operative Agreements (as defined in the Facility Operating Agreement), and shall also include, without limiting the foregoing, all improved and unimproved areas of the Facility Site (as defined in the Facility Operating Agreement) and any off-Facility Site improvements required for regulatory approval.

FORCE MAJEURE shall mean acts of Gods, natural disaster, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action (except that, as to County, WVID, and City, governmental action shall exclude any governmental action or inaction with respect to the granting or withholding of any governmental approvals or permits needed for the development of the Facility within the control of the County, WVID, and City), material shortages, industry wide strikes, boycotts, lockouts or labor disputes (including, without limitation, labor disputes involving MiLB or MLB players that result in missed games), or any other similar or like event or occurrence beyond the reasonable control of a Party hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

HOME GAME shall mean all baseball games played in the Facility involving the Team or its players as a participant during Spring Training, extended spring training games, Gulf Coast League games (if applicable), Florida State League games (if applicable) and instructional league games (if applicable).

MAJOR LEAGUE BASEBALL or MLB shall mean, depending on the context, any or all of (i) the Office of the Commissioner of Baseball, each other MLB entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (ii) the Major League Clubs acting collectively.

MAJOR LEAGUE BASEBALL CLUB or MAJOR LEAGUE CLUB shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

MAJOR LEAGUE CONSTITUTION shall mean 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 be in the future be entered into by the Major League Clubs.

MAJOR LEAGUE SPRING TRAINING HOME GAMES shall mean, with respect to any Spring Training Season, those Spring Training games, as determined by Major League Baseball, in its sole and absolute discretion, to be played by the Team's Major League Baseball Club as the home team at the Facility during such Spring Training Season.

MINOR LEAGUE BASEBALL or MiLB shall mean the National Association of Professional Baseball Leagues which is the governing body of professional minor league baseball.

MLB AGENCY AGREEMENT shall mean 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 Office of the Commissioner of Baseball (and the operating guidelines related thereto), as may be amended, supplemented or otherwise modified from time to time.

MLB ENTITY shall mean each of the Office of the Commissioner of baseball, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective past, present or future affiliates, assigns or successors.

MLB GOVERNING DOCUMENTS shall mean 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 Office of the Commissioner of Baseball, 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 hereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the Office of the Commissioner of Baseball, 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 MLB Agreement.

MLB RULES AND REGULATIONS shall mean: (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the Office of the Commissioner of Baseball, 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 Office of the Commissioner of baseball or any other MLB Entity as in effect from time to time.

SPRING TRAINING shall mean, as to each calendar year of the Term (as defined in the Facility Operating Agreement) of the Facility Operating Agreement, the regular annual spring training period during winter and early spring of any year during which the Team prepares for an upcoming MLB season, and shall be deemed to include time reasonably required for (i) preparation of the Facility, (ii) planning for the start of Spring Training, (iii) additional minor league player training prior to the commencement of the minor league season, and (iv) a period for the "winding down" of Spring Training activities by the Team. It is anticipated by the parties that the foregoing timeframe will be from approximately January 15 to approximately April 15 of each calendar year.

SPRING TRAINING SEASON shall mean the annual period during which Major League Baseball conducts Spring Training games in preparation for the Major League Baseball championship season generally running from February 1 through March 31 of each calendar year, but subject to change at the sole discretion of Major League Baseball.

3. Economic Impact Analysis

Pursuant to Section 4(h)(3) of the *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the “Agreement”) entered into by and between the Florida Department of Economic Opportunity and the West Villages Improvement District (“WVID”), WVID is required to provide a cost-benefit analysis of the stadium facility’s impact on Sarasota County (the “County”). This cost-benefit analysis must be substantially similar in content and format to that certain *2009 Major League Baseball Florida Spring Training Economic Impact Study* except that its scope shall be limited to the impact on the County.

Spring Training activities are vital to the economic health of the City of North Port, Florida, Sarasota County, Florida, and surrounding jurisdictions. In order to demonstrate this impact, the following economic impact analysis has been extrapolated utilizing methodologies established in the *2009 Major League Baseball Florida Spring Training Economic Impact Study Report* published in June 2009 and prepared by the Florida Sports Foundation and Bonn Marking Research Group, Inc. The information contained herein represents the estimated economic impact to Sarasota County as a result of spending associated with the Atlanta Braves Spring Training games taking place in North Port, Florida in 2020.

Total economic impact is calculated by aggregating total direct, indirect, and induced spending resulting from the Atlanta Braves Spring Training games in 2020.⁴ Thus, the total estimated economic impact from the Atlanta Braves Spring Training games held in 2020 totals \$81,180,364.97.

Types of Effects/Spending:

- 1. Direct Effects-** Spring Training-related expenditures related to attendee spending, MLB teams, and stadium and concessionaire operating expenditures.
- 2. Indirect Effects-** the secondary impact caused by changing input of needs of directly affected industries.
- 3. Induced Effects-** the changes in household spending due to additional employment generated

⁴ Note, however, that this analysis does not take into account the impact on labor income and employment in Sarasota County as a result of the Atlanta Braves’ Spring Training activities.

Atlanta Braves Spring Training Season	Total Attendance	Number of Home Games	Average Attendance per Home Game	Total Direct Spending	Total Economic Impact
2020	70,071	11	Attendance/ Games	\$47,808,567.74	81,180,364.97

Types of Attendees at Atlanta Braves Spring Training Games:

1. **Out-of-State Primary Purpose-** this indicates a visiting party from outside of Florida that came to Sarasota County expressly for Atlanta Braves Spring Training games.
2. **Out-of-State Other Purpose-** this indicates a visiting party from outside of Florida that came to Sarasota County for another purpose, but attended Atlanta Braves Spring Training games.
3. **Non-County Primary Purpose-** this indicates attendance from another County in Florida that visited Sarasota County expressly for Atlanta Braves Spring Training games.
4. **Non-County Other Purpose-** this indicates attendance from another County in Florida that came to Sarasota County for another purpose, but attended Atlanta Braves Spring Training games.
5. **Local-** this indicates attendance from a resident of Sarasota County.

[Continued on Next Page]

DIRECT SPENDING		
Out of State Primary Purpose Attendees		
Approx. 23.12% of Attendees	16,200	Attendees
Number of Out-of-State Parties (Average Party Size is 3 persons)	5,400	Parties
Cumulative Number of Nights Stayed (Average Stay is 7.53 nights)	40,663	Nights
\$371.27 Average Spend Per Party, Per Day	\$371.27	Per Day
<i>Estimated Direct Spending for Out-of-State Primary Purpose</i>	\$ 15,096,967.66	<i>in Direct Spending</i>
Out of State Other Purpose Attendees		
Approx. 24.94% of Attendees	17,476	Attendees
Number of Out-of-State Parties (Average Party Size is 3.08 persons)	5,674	Parties
Cumulative Number of Nights Stayed (Average Stay is 9.66 nights)	54,810	Nights
\$395.43 Average Spend Per Party, Per Day	\$395.43	Per Day
<i>Estimated Direct Spending for Out-of-State Primary Purpose</i>	\$ 21,673,586.79	<i>in Direct Spending</i>
Non-County Primary Purpose Attendees		
Approx. 24.22% of Attendees	16,971	Attendees
Number of Out-of-State Parties (Average Party Size is 2.81 persons)	6,040	Parties
Cumulative Number of Nights Stayed (Average Stay is .39 nights)	2,355	Nights
\$171.73 Average Spend Per Party, Per Day	\$171.73	Per Day
<i>Estimated Direct Spending for Out-of-State Primary Purpose</i>	\$ 404,498.50	<i>in Direct Spending</i>
Non-County Other Purpose Attendees		
Approx. 3.55% of Attendees	24,875	Attendees
Number of Out-of-State Parties (Average Party Size is 2.68 persons)	9,282	Parties
Cumulative Number of Nights Stayed (Average Stay is 3.36 nights)	31,187	Nights
\$314.00 Average Spend Per Party, Per Day	\$314.00	Per Day

<i>Estimated Direct Spending for Out-of-State Primary Purpose</i>	\$ 9,792,662.79	<i>in Direct Spending</i>
Local Attendees		
Approx. 24% of Attendees	16,817	Attendees
\$50.00 Estimated Average Spend of Local Residents	\$50.00	Per Day
<i>Estimated Direct Spending for Out-of-State Primary Purpose</i>	\$ 840,852.00	<i>in Direct Spending</i>

<u>INDIRECT AND INDUCED SPENDING</u>			
	<u>Spending Multiplier</u>	<u>Direct Spending</u>	<u>Total Economic Impact</u>
Out of State Primary Purpose Attendees	1.7	\$ 15,096,967.66	\$ 25,664,845.02
Out of State Other Purpose Attendees	1.7	\$ 21,673,586.79	\$ 36,845,097.55
Non-County Primary Purpose Attendees	1.73	\$ 404,498.50	\$ 699,782.40
Non-County Other Purpose Attendees	1.69	\$ 9,792,662.79	\$ 16,549,600.12
Local Attendees	1.69	\$ 840,852.00	\$ 1,421,039.88
ESTIMATED TOTAL SPENDING BY ATTENDEES			
		\$ 47,808,567.74	\$ 81,180,364.97

4. List of Contracts Over \$250,000

Pursuant to Section 4(h)(4) of the *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the “Agreement”) entered into by and between the Florida Department of Economic Opportunity and the West Villages Improvement District (“WVID”), WVID is required to provide a list of all material contracts related to the development of the project with an estimated cost greater than \$250,000.00. A list of such contracts relative to the design and construction of the stadium facility is included below:

<u>Contractor Name</u>	<u>Services/Materials</u>
Argos Ready Mix LLC	Materials
Atlantic TNG LLC	Materials
Core & Main LP	Materials
Curry Steel, Inc.	Materials
DuraEdge Products, Inc.	Materials
Fawley Bryant Architects, Inc.	Architecture Services
Forterra Pipe & Precast LLC	Materials
Gate Precast Company	Materials
Hobbs & Associates, Inc.	Materials
MUSCO Sports Lighting, LLC	Materials
P.J. Hayes, Inc. D/B/A Tandem Construction & Barton Malow Company	Construction Manager At-Risk
Pro-Turf, LLC	Materials
Vulcan Construction Materials, LLC	Materials

5. Certification of Compliance with Section 288.11631, *Florida Statutes*

Pursuant to Section 4(h)(5) of the *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the “Agreement”) entered into by and between the Florida Department of Economic Opportunity and the West Villages Improvement District (“WVID”), WVID is required to provide written evidence that WVID continues to meet the certification criteria in effect when WVID was certified pursuant to section 288.11631, *Florida Statutes* (2017). For the reasons set forth below, WVID continues to meet the criteria for a “certified applicant.”

1. The applicant is responsible for the construction or renovation of the facility for a Spring Training franchise or holds title to the property on which the facility for a Spring Training franchise is located.

WVID is an independent special district established by the Florida Legislature pursuant to Chapter 189, *Florida Statutes*, and Chapter 2004-456, *Laws of Florida*, as amended. WVID received fee simple title to the property upon which the stadium facility is to be constructed on December 21, 2017 through a special warranty deed recorded as Instrument Number 2017156837 in the Official Records of Sarasota County, Florida (the “County”).

2. The applicant has a certified copy of a signed agreement with a Spring Training franchise. The signed agreement with a Spring Training franchise for the use of a facility must, at a minimum, be equal to the length of the term of the bonds issued for the public purpose of constructing or renovating a facility for a Spring Training franchise

WVID has entered into that certain *Non-Relocation Agreement* dated May 23, 2017 by and between the Atlanta National League Baseball Club, LLC (“ANLBC”), the County, and WVID (the “Non-Relocation Agreement”) and ANLBC and the County have entered into that certain *Facility Operating Agreement* dated May 23, 2017 (the “Facility Operating Agreement”) that together obligate ANLBC to utilize the stadium facility for thirty (30) years, expiring December 31, 2048, with an option for two (2) consecutive five (5) year options to extend the term.

Subsequent to the execution of the Facility Operating Agreement, ANLBC and the County acknowledged the joinder of Florida RentCo, LLC to the Facility Operating Agreement pursuant to that certain *Joinder of Braves Florida RentCo, LLC (Facility Operating Agreement)* dated December 21, 2017 (the “Joinder”) which was required by the terms of financing for the stadium facility.

Copies of each of the Non-Relocation Agreement, the Facility Operating Agreement, and the Joinder are included in Section 2 of this Annual Report.

3. The applicant has made a financial commitment to provide 50 percent or more of the funds required by an agreement for the construction or renovation of the facility for a Spring Training franchise. The commitment may be contingent upon an award of funds under this section and other conditions precedent.

The applicant has provided in excess of 50% of the funds necessary for financing and construction of the stadium facility. Please see the chart below for a summary of the state and matching funding sources for the construction and financing of the stadium facility.

<u>Funds</u>	<u>Source of Funds</u>	<u>Utilization</u>	<u>Contribution Amount</u>	<u>Percent of State Funding Source</u>	<u>Percent of Matching Funding Sources</u>
<u>State Funds</u>	State	Security for WVID's issuance of Florida State Sales Tax Payments Revenue Bonds, Series 2017A,* the proceeds of which were utilized for construction funding	\$20,000,000	11.72%	0%
<u>Matching Funds</u>	ANLBC	ANLBC Pre-Financing Payments Directly to Design and Construction Contractors	\$5,381,903.88	0%	3.15%
	City	Cash Contribution to WVID for construction funding	\$4,700,000	0%	2.75%
	Developer	Cash Contribution to WVID for construction funding	\$4,700,000	0%	2.75%
	ANLBC	Cash Contribution to WVID for construction funding	\$26,213,991.04	0%	15.36%
	County	Security for County's issuance of Capital Improvement Revenue Bonds, Series 2017,* the proceeds of which were utilized for construction funding	\$68,247,870	0%	39.99%
	ANLBC	Security for WVID's issuance of its Senior Secured Notes, Series 2017B,* the proceeds of which were utilized for construction funding	\$41,417,536	0%	24.27%
TOTAL FUNDS**			\$170,661,301	11.72%	88.28%

* includes total cost of funds provided, which are utilized to pay both principal and interest.

**does not include land and infrastructure donations of the West Villages developer in the estimated amount of \$8,000,000 and \$7,000,000, respectively.

4. The applicant demonstrates that the facility for a Spring Training franchise will attract a paid attendance of at least 50,000 persons annually to the Spring Training games.

The paid attendance at the inaugural Spring Training game in 2019, which was the only game played at the stadium facility in 2019 upon completion of construction, totaled 7,019. Further in 2020, the paid attendance relative to the eleven (11) Spring Training games held at the stadium facility totaled 70,071. Note that the remaining six (6) games relative to the 2020 Spring Training season were cancelled as a result of the impact of the COVID-19 pandemic.

On a going forward basis, it is conservatively anticipated that total average attendance will exceed 73,500 in the first full year of play, which is anticipated to occur in the 2021 Spring Training season. This number is projected to increase to more than 80,000 attendees in the second full year of play. These projections assume approximately 75% occupancy of fixed seats, and an estimate of 16 home games per season, with a 1% growth rate per year.

5. The facility for a Spring Training franchise is located in a county that levies a tourist development tax under section 125.0104, *Florida Statutes*.

The County has levied a Tourist Development Tax relative to the funding of the stadium facility pursuant to Ordinance No. 2017-025.

6. The applicant is not currently certified to receive state funding for the facility as a Spring Training franchise under this section.

Prior to its award of funding in 2017, WVID has not previously received state funding for a Spring Training stadium facility under section 288.11631, *Florida Statutes*.

6. Certification of Compliance with Section 288.1167, *Florida Statutes*

Pursuant to Section 4(h)(6) of the *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the “Agreement”) entered into by and between the Florida Department of Economic Opportunity and the West Villages Improvement District (“WVID”), WVID is required to provide written evidence, including numerical and/or statistical analysis as applicable, that the WVID is in compliance with section 288.1167, *Florida Statutes*. Section 288.1167, *Florida Statutes*, provides that any applicant who receives Spring Training stadium facility financing must demonstrate that:

- 1) Funds and facilities with respect to food and beverage and related concessions shall be awarded to minority business enterprises on the same terms and conditions as the general food and beverage concessionaire and in accordance with the minority business enterprise procurement goals set forth in section 287.09451, *Florida Statutes*;
- 2) At least 15 percent of a company contracted to manage a professional sports franchise facility or a Spring Training franchise facility is owned by minority business enterprises; or
- 3) At least 15 percent of all operational service contracts with a professional sports franchise facility or a Spring Training franchise facility are awarded to minority business enterprises.

Atlanta National League Baseball Club, LLC, as operator of the stadium facility, has provided correspondence to WVID dated July 31, 2020 confirming that it makes all good faith efforts to award contracts for services to minority business enterprises as defined in section 288.703, *Florida Statutes*, on the same terms and conditions as any other vendor or service providers, as well as in accordance with the minority business enterprise procurement goals set forth in section 287.09451, *Florida Statutes*. As a result, WVID has complied with section 288.1167, *Florida Statutes*, as of the date of this Annual Report.

7. Advertising and Promotions for the Stadium Facility

Pursuant to Section 4(h)(9) of the *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the “Agreement”) entered into by and between the Florida Department of Economic Opportunity and the West Villages Improvement District (“WVID”), WVID is required to provide evidence of efforts to promote and advertise the stadium facility that have taken place during the prior year.

Atlanta National League Baseball Club, LLC participated in multiple marketing plans for its 2020 Spring Training season. The following is a recap of activity:

1. Purchased multi-media advertising spots in local radio, print, and television;
2. Actively engaged all social media platforms to consumers/fans in addition to hiring a full-time brand coordinator;
3. Produced documentary for regional broadcast “Behind the Scenes” of Atlanta Braves Spring Training; and
4. Promoted facility and games through non-traditional outlets including truck wraps and street team festival activations.

8. Certification of Accuracy of Annual Report by District Chairman

August 11, 2020

Mr. Ryan Fierst
Florida Department of Economic Opportunity
Division of Strategic Business Development
107 East Madison Street, MSC 80
The Caldwell Building
Tallahassee, Florida 32399-0001
Ryan.Fierst@deo.myflorida.com

Dear Mr. Fierst,

I serve as Chairman of the Board of Supervisors of the West Villages Improvement District (the "District"), a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, *Laws of Florida*. As you are aware, the District and the Florida Department of Economic Opportunity ("DEO") entered into that certain *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the "Agreement").

Pursuant to Section 4(h) of the Agreement, throughout the term of the Agreement, the District shall provide to DEO an annual report as to the status of the project (hereinafter, the "Annual Report"). In accordance with Section 4(h)(8) of the Agreement, the purpose of this letter is to certify that all information and documentation contained in the 2020 Annual Report for the Year Ending August 31, 2020 is true and correct to the best of my knowledge.

Should you have any questions, please do not hesitate to contact me at John.Luczynski@mattamycorp.com or the District's legal counsel at LWhelan@hgslaw.com.

Sincerely,



John Luczynski
Chairman, Board of Supervisors
West Villages Improvement District