

1692

Lease Agreement

LEE COUNTY

AND THE

MINNESOTA TWINS

Keep!

Walk-out #3
5-24-89

THIS AGREEMENT, made and entered into in duplicate on this 25th day of MAY, 1989, by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", and the MINNESOTA TWINS GENERAL PARTNERSHIP, a Minnesota Partnership, hereinafter referred to as "Club".

W I T N E S S E T H:

WHEREAS, the Club owns a franchise for a major league baseball team known as the Minnesota Twins, and desires a lease for spring training within the County, commencing with the spring training season for 1991; and,

WHEREAS, the Club is willing to engage in major league spring training in Lee County, Florida, for a period of twenty (20) years for the calendar years 1991 through 2011, inclusive; and

WHEREAS, the sport stadium and its appurtenances will further improve and promote tourism within Lee County;

WHEREAS, the County has the authority to enter into this agreement as provided by Chapter 125 F.S.;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, IT IS AGREED AS FOLLOWS:

1. TERM. The Club will engage in major league spring training exclusively in Lee County, Florida, for a period of twenty (20) years, commencing with the 1991 major league spring training season. In the ninth (9th) year of this agreement the parties agree to meet and renegotiate the revenue, expenditure and rental provisions hereof in order to adjust for any

inequities in the financial terms of this lease in order that such provisions, if modified, will be effective for the last ten (10) years of the term. Such dates above shall not include the one year used in the event the Club engages in spring training at the Terry Park facility in 1990, as set forth in paragraph 4 hereof. The Club agrees that in the event the parties do not renew this lease beyond the twenty (20) year term hereof, it will use its best efforts to assist the County in finding a substitute tenant. Club will notify the County at least one year prior to the expiration of the term hereof if it does not desire to use the facility for an extended term.

For the purposes of this Agreement, the term "spring training" shall be deemed to include time each year reasonably required for the preparation of the site, planning for the start of spring training, for additional minor league player training between the end of Major League spring training and the commencement of the Minor League season, and a reasonable period for the shut down of spring training facilities by the Club. It is anticipated by the parties that the foregoing time frame will be from on or about January 15 to on, or about April 15 of each year.

The Club shall also have the right of first refusal to use the facility for all minor league play with six (6) months prior written notice to the parties. Any minor league use between April 15 and December 31 of any calendar year shall be covered by a separate agreement made between the parties, which agreement shall include substantially the basic terms and conditions as attached hereto and incorporated herein as Exhibit B.

2. FACILITY. The Club hereby acknowledges the fact that Lee County does not presently have a baseball stadium suitable as the site for a major league baseball spring training program. However, the County hereby agrees, subject to the financing contingency described herein, to use its best efforts immediately after the execution of this agreement, to construct as expeditiously as possible that baseball stadium and related facilities, to be used pursuant hereto; and to be constructed in substantial compliance and conformity with those preliminary details attached as Exhibit "A" which the Club acknowledges it has seen, reviewed and preliminarily approved, hereinafter called "The Facility." Said Facility will be of such a design and quality similar to that of the Osceola County facility at Kissimmee. The County's financial obligation to construct The Facility shall be limited to the amount provided in the construction fund of the proposed County Bond Issue to be secured by tourist tax and spring training lease and related revenues authorized for the sport facility and appurtenances. The parties agree that should actual construction costs of the Facility exceed that amount provided in the construction fund and such construction cost overrun is the fault of the County, then in that event the County shall be responsible for such excess costs of construction. If the cost to complete construction exceeds the amounts provided in the construction fund due to fault of the Club in requesting design or improvement changes, then such excess costs shall be the responsibility of the Club. If the Club requires some extraordinary improvement or addition to the preliminary design details, as earlier identified, or desires to add amenities not

available within the original construction budget, such expense shall be the sole obligation of the Club. The Club shall have the right to have two (2) persons involved in the County staff's preliminary selection of the Facility's design and build firms. The Board of County Commissioners will make the final selection upon due consideration of the preliminary selection recommendations.

If the County has not commenced construction by January 1st, 1990, this agreement may be voided by either party and be of no further effect. As an alternative to the voiding of this agreement, the Club shall have the option to request and the County shall thus grant to the Club the right to use the Terry Park facility as an interim site, such use of the Terry Park facility to be as provided and specified in Paragraph 4 hereof.

3. FINANCING/LAND. This agreement is expressly contingent upon the County arranging for and obtaining a financing program which will provide sufficient funds to construct the baseball facility contemplated hereunder. The County shall use its best efforts commencing immediately after the execution of this agreement to create such a bond financing program. The Club shall have the right of review and comment on County's financing program. This agreement is further contingent upon the Clause Corporation dedicating approximately eighty (80) acres of land free and clear of all liens or encumbrances to the County as a site for the facility by Deed. If the foregoing contingencies are not satisfied by September 30, 1989, this agreement may be voided by either party and be of no further effect. The County shall be granted a thirty day extension of said date upon request prior to September 30, 1989.

4. OCCUPANCY. It is further agreed that the facilities as contained within the plans attached and presented to Lee County, hereinafter "The Facility", will be completed and available for occupancy by the Club's organization on the opening of the contemplated first season of spring training activities, which is estimated to be approximately February 1, 1991. If said Facility is not available for Club occupancy for the 1991 spring training, Club agrees to use the Terry Park facility for the 1991 spring training subject to the terms and conditions set forth in Exhibit C attached hereto and incorporated herein.

The parties recognize that the total Facility (Phase II) may not be completed by February 1990. In such event, the Club may exercise the option to use the Terry Park facility for the 1990 spring training season. If the Club elects this option they will so notify the County no later than October 31, 1989. Upon such an election, the County will replace the existing artificial infield with 419 Bermuda Grass. The parties use of the Terry Park facility will be subject to the terms and conditions as provided in Exhibit C attached hereto and incorporated herein. The Club agrees that it will conduct 1990 spring training in Lee County unless it elects to remain in Orlando, Florida under its existing lease with said city.

5. DESIGN. It is further agreed by and between the parties, that the final design plans, when mutually approved, shall be attached hereto and shall thereafter become a part hereof for all intents and purposes, specifically including a full and complete enumeration of the physical facilities

covered hereunder. The parties agree that neither party shall unreasonably withhold approval of design plans. Notwithstanding anything herein to the contrary, the Club shall have the sole right to approve the final design plans pertaining to graphics, signage, and color scheme for the facility. The parties agree to use all reasonable efforts to approve the final design plans as long as they substantially conform with the design intent as hereinabove identified. The parties will be responsible for any delay or additional expense created by their failure to timely approve the final design plans when presented.

6. TICKET SALES. The club shall set ticket prices and be entitled to receive therefrom annually the Gross Revenues From Ticket Sales collected by the Club.

Gross Revenues From Ticket Sales shall mean total gross revenues from ticket sales less any taxes or ticket surcharges of any governmental or taxing authority included in the gross price of the ticket to the purchaser and required to be remitted by the Club as the portion of such receipts payable to the visiting team and to the governmental or taxing authority. The balance of Gross Revenue From Ticket Sales after the above remission to the County or other governmental authority and visiting team shall be the property of the Club, subject to the provisions of Paragraph 9 hereof.

7. PARKING. The Club agrees to consult periodically with the County concerning fees to be charged for parking during its spring training games but reserves the right to fix the charges for parking in its reasonable discretion. Spaces in paved parking area will be made available at all times and without

charge to authorized representatives or personnel of the Club and for visiting teams, and VIP/Press parking. Any and all Gross Revenues From Parking derived from the Club's spring training activities shall be the property of the Club subject to the provisions of Paragraph 9 hereof. Gross Revenue From Parking shall mean total parking revenues, less all government imposed taxes and surcharges.

8. CONCESSIONS. The Club shall control the sale of all foods, beverages, tobacco, merchandise, novelties and logo items mentioned below and the like (commonly called concessions) on the premises during its spring training activities; provided, however, that the Club agrees to consult periodically with the County concerning concession and advertising prices. The Gross Revenues From Concessions shall be the property of the Club. Gross Revenues From Concessions shall mean total concession revenues less all government imposed taxes and surcharges. The Club may, during the term of this Agreement, publish and sell or dispense scorecards, yearbooks and novelty items carrying the Club's logo or the logo of any other major league team on the premises, and the Gross Revenues (sale less all government imposed taxes and surcharges) from the sale of logo items, scorecards and yearbooks, shall be the property of the Club. The Club shall be responsible for paying all costs and expenses of concessions.

Annual scoreboard advertising Gross Revenues and annual fence advertising Gross Revenues, after recovery by the County of the capital costs, financing and maintenance costs thereof, if such costs are paid by the County from sources other than the Bonds, shall be the property of the Club. Advertising

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Gross Revenues shall herein mean all total advertising revenues, less all government imposed taxes and surcharges.

All revenues herein are subject to the provisions of Paragraph 9 hereof.

9. LEASE PAYMENTS. As consideration and rent due for the County's lease of the Facilities, the Club's use of same and Club's receipt of spring training revenues as provided in Paragraphs 6, 7, and 8 above, the Club agrees to pay to the County the following annual lease payments:

(A) GUARANTEED RENTAL. The Club shall pay to the County commencing in the year 1991, unless the facility is not available for the 1991 season, in which case to commence in the year 1992, a minimum guaranteed net rental income payment of Two Hundred Thousand Dollars (\$200,000.00).. Said payments will be made and increased annually at the rate of five percent (5%) to be compounded on each previous annual payment. Said guaranteed rental payment, as compounded, shall continue up to and including such time as the Club has paid a guaranteed rental payment of Three Hundred Thousand Dollars (\$300,000.00), at which time the Club's guaranteed minimum rental shall be Three Hundred Thousand Dollars (\$300,000.00) annually for the remaining term of this agreement.

(B) PERCENTAGE RENTAL. In addition to the foregoing guaranteed rental payments due the County, as provided in Paragraph 9(A) above, the Club shall also pay to the County fifteen percent (15%) of all gross revenues received or to be received by the Club pursuant to Paragraphs 6 (Gross Revenue From Ticket Sales), 7 (Gross Revenue From Parking) and 8 (Gross Revenue From Concessions and Advertising) hereof in excess of

One Million One Hundred Thousand Dollars (\$1,100,000.00). The gross revenues base of One Million One Hundred Thousand Dollars (\$1,100,000.00) shall be adjusted annually on the anniversary date of this agreement by the same percentage as the annual change in the Consumer Price Index (CPI) as published by The Bureau of Labor Statistics, U.S. Department of Labor, All Urban Consumers-U.S. City-Average All-Items, on said date. In the absence of such index the parties will use a comparable index.

Once the club receives One Million Five Hundred Dollars (\$1,500,000.00) in gross revenues pursuant to Paragraphs 6, 7, and 8 hereof, the Club shall pay to the County fifteen percent (15%) of all such Club gross revenues in excess of One Million Five Hundred Thousand Dollars (1,500,000.00), with no CPI adjustment to the Club's gross revenue base of One Million Five Hundred Thousand Dollars (\$1,500,000.00).

(C) SUPPLEMENTAL RENTAL. The Club shall be obligated and shall pay to the County in each year of this Agreement, commencing in the year 1991, a supplemental lease rental payment in an amount not to exceed the difference between (i) Allocable Tourist Development Tax Revenues (based upon the most recent audited financial statements), plus (ii) the minimum guaranteed rental payment, plus (iii) the percentage rental, plus (iv) the balance, if any, in the Trust Fund and Maximum Annual Debt Service of The Lee County Tourist Development Tax Financing for this project. The foregoing terms as defined in Exhibit D attached hereto.

The Club's obligation hereunder shall be adjusted on an annual basis based upon the most recent audited financial statements. The Club's obligation to make a supplemental lease

rental payment to the County shall terminate when the Allocable Tourist Development Tax Revenues plus the minimum guaranteed rental payment provide at least 1.00 times coverage of the Maximum Annual Debt Service of The Tourist Development Tax Financing for this project. The parties obligations hereunder are subject to and further specified in the terms and provisions of The Tourist Development Tax Revenue Financing, as attached hereto and incorporated herein as Exhibit D.

The Club shall pay all guaranteed minimum rentals 9.(A) and percentage rentals 9.(B) to the County on or before August 1 of each year, respectively. The supplemental rental payment 9.(C) shall be paid to the County on or before County's annual bond payment due date on or after August 1st of each year.

10. ADMISSIONS. The Club shall fix, charge and collect the admission price from all persons entering the premises while they are being used for practice games or exhibition games; excepting, however, employees of the Club, its broadcasters, vendors, sublessees, press and guests of the Club up to a total of four hundred (400) per game, all police officers and firemen while in performance of official duties, and all representatives, employees or contractors of the County while engaged in the performance of responsibilities imposed upon them by the County with reference to the supervision or maintenance of the premises. Those persons excepted from paying an admission charge shall have free access to the premises without any charge. Club shall provide upon request by County up to fifty (50) no charge admission tickets per game to be used solely by the County for tourist promotion

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purposes. The Club shall not be responsible for any tax or ticket surcharge upon free tickets or admissions as provided by this section.

11. ACCOUNTING. The County will institute a method of accounting to account for Net Revenues hereunder and expenditures, such method to be in compliance with Legal Requirements applicable to a Florida County and its accounting practices.

Not later than thirty (30) days after the final game in each Major League Baseball spring training season included in the term, Club will furnish to the County, a statement of receipts and revenues. Such statement will reflect the calculations necessary to determine the amount the County is to receive as revenue hereunder and the amount owed to the County.

Each party may, upon reasonable notice and during business hours, examine, inspect and copy the books and records pertaining to gate receipts from games, game surcharge collections, advertising sign revenues, parking lot revenues and net concession revenues from games. Each party may from time to time, at its own expense, cause an audit to be performed of the other party's pertinent books and records.

12. BROADCASTING. The County shall receive no revenues from the Club's broadcast or televising of any games played by said Club, nor shall the County participate, in any manner, in determining when or whether said games shall be televised or broadcast.

13. GAMES PLAYED. The Club shall schedule and make a good-faith effort to play a minimum of two hundred eighty (280) home major league spring training exhibition games over the

twenty (20) year term of this agreement. The Club shall schedule and make a good faith effort to play a minimum of twelve (12) such games during each and every year during the term hereof.

14. TICKET SURCHARGE. The County shall have the right, with Club's prior approval, to impose a stadium user fee or surcharge on tickets to the Club's major league spring training exhibition games at the stadium, to be used used by the County for operation, maintenance, or future capital improvements to the Facility. The County's intent to request such a surcharge shall be coordinated with the Club prior to the spring training season. Notwithstanding the foregoing, if the County needs to place a ticket surcharge or user fee in order to meet obligated bond payments, where the tax and rental payments are insufficient to make such payments, the County shall have the right to impose said surcharge in an amount not to exceed One and 50/100 Dollars (\$1.50) per ticket without the Club's prior approval.

15. OPERATION AND MAINTENANCE. The County shall keep in repair, clean up and maintain to high quality standards that portion of the facilities comprised of the stadium, bleachers, grounds, and areas not comprising the facilities to be maintained by the Club. Said program to be annually reviewed with the Club. Such repair and maintenance of the facilities is to exist and continue throughout the term of this lease. The Club shall repair and maintain to high quality standards the clubhouse facilities and baseball administration building. Janitorial services shall be included in each respective parties repair and maintenance program. Notwithstanding the

foregoing, commencing on November 1 of the calendar year in which the Club occupies and uses the facilities hereunder and the anniversary thereof for each year up to and including November 1, 2011, the County and the Club shall each deposit the sum of Ten Thousand Dollars (\$10,000.00) in an interest bearing account. Said sums shall be reserved for such major repairs or renovations to the facility other than normal maintenance or other uses as may be jointly agreed upon by the parties. At the expiration of the term hereof any monies remaining in such account shall be available for the County's use in its discretion.

16. EQUIPMENT. The parties agree that the responsibility and costs related to the acquisition of certain improvements for equipment related to the use of the facilities shall be allocated by and between the parties as provided on Exhibit D, attached hereto and incorporated herein.

17. TOURIST PROMOTION. The Club shall use its best efforts to provide during each annual major league spring training game and minor league game which is broadcast or cablecast during the term of this agreement, a minimum of three (3) spot audio announcements, each of a duration of no less than thirty (30) seconds, and delivered by the Club's regular play-by-play announcers, to be aired over a mix of the Club's radio, television and pay television networks, said spot audio announcements to be for the purpose of promoting and advertising the unique tourism and economic development attributes and attractions of Lee County. During major league home games in Minneapolis, the Club will use its best efforts to provide County reasonable audio spots and scoreboard

promotion of Lee County as a tourist destination as aforesaid.

The copy for the spot audio announcements shall be prepared by the County and supplied directly to the Club for distribution, with the understanding that said spot audio announcements will be periodically updated during each baseball season.

18. TICKET OPERATIONS. The Club will provide and pay for all stadium ticket operations and services during the term of this lease, including the costs for ticket sellers, ticket takers, advance local promotion, local advertising, local sales and local distribution of tickets to all games (said distribution of tickets to be in conformity with a ticket auditing system as approved by the Club).

19. SERVICES/ALTERATIONS. The County will provide and the Club shall be responsible for paying for ushers, parking attendants and other personnel as may be required by the Club during its use of the stadium. The parties agree to use their best efforts to assist in recruiting a labor pool from the local populace for such purposes provided that such labor pool shall in no event be deemed employees or agents of the Club for any purpose whatsoever. The Club reserves the right to request and to have the County reassign or transfer said stadium personnel in the best interests of the Club. Said right will not be unreasonably exercised and the parties hereto agree to cooperate to favorably resolve any such direction and related issues.

The Club shall not 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 ¹⁷⁰⁷ in connection with the use and occupancy of the Facilities under the terms of this Agreement. County will provide Club with police assistance, at no cost, to assist fans with ingress and egress to facility. The Club will be responsible for the provision of sufficient internal security personnel to adequately safeguard Club's fans and the premises during all periods of use of the premises by the Club for games, practice session or other use.

The Club shall pay all lawful taxes, assessments, licenses and charges on its operation as well as on goods, merchandise, fixtures, appliances, equipment and property owned by it and located in or about the Facilities. Should the Facilities or any interest therein or improvement thereon owned by the Club ever become subject to taxes, the Club agrees to pay any and all 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 Club upon the Facilities; or any interest in this agreement or any possessory right which the Club may have in or to the Facilities or in the improvements thereon by reason of the Club's use or occupancy thereof. The County agrees that to the extent permitted by law, it will not encourage the levy of any new form of tax against the Club's operation hereunder. Notwithstanding the foregoing provisions, the Club shall, after notifying County of its intention to do so, have the right, in its own name or behalf, or in the name and behalf of the County, to contest in good faith by all appropriate proceedings, the amount, applicability, or validity of any such tax, or assessment. This provision shall in no way

be construed as restricting the County from contesting the legality of such tax or assessment or assisting the Club therein if it so desires.

The Club agrees to make no alterations or additions to the physical structure of the Facilities without first requesting and obtaining approval, in writing, of the County, and agrees to repair any damage to the structures, water apparatus, electric lights, or any fixtures, appliances, furniture, lockers or other appurtenances of said premises resulting from any act of the Club, its assigns, agents or employees, and to pay, or cause to be paid to the County the costs for such necessary repairs, damage by the elements or ordinary wear and tear excepted. At the termination of this lease, the Club agrees to return to county all equipment and personal property of the County in the exclusive possession of the Club, its assigns, agents or employees in good condition, subject only to ordinary wear and tear or damage by the elements or damage thereto caused by other than the Club or its agents, assigns or employees. On or before the actual occupancy of the Facilities, and each year thereafter during the period of this lease, at the beginning and at the termination of the Club's occupancy of the Facilities or any portion thereof, an inspection of the premises occupied by the Club and an inventory of all equipment and personal property of the County on the premises shall be made jointly by the County to the Club. Promptly after such inspection at the termination of any occupancy, the Club shall pay to the County any damages due to the County for damage to the premises or to the County's personal property to the extent

such damage ¹⁷⁰⁹ was caused by the Club or its assigns, agents or employees.

20. UTILITIES. Except as provided herein, the County shall pay all utility charges for the facility, including but not limited to, electricity, water, sewage, trash removal and telephone. Notwithstanding the foregoing, the Club shall be responsible for and pay all electricity charges for night games, if applicable, and for electricity charges related to the clubhouse and administration office building. The County will provide separate electrical meters for the facilities for which the Club is responsible hereunder.

21. USE. Subject to the exceptions set forth immediately hereafter, the Club is granted exclusive major league baseball use of the facility during the term of this lease. During Club's use hereunder and for so long as the Club is not in default, the Club shall peacefully have and enjoy the leased premises and privileges herein granted without unreasonable interruption or interference by the County or any person claiming by, through and under the County, except to the extent that concurrent rights to use the premises may be exercised or granted by the County hereunder. The Club has a right of first refusal to provide minor league baseball.

While the Club is granted exclusive baseball use of the facilities for its various professional baseball activities during the term of this agreement, the County shall have the right with the mutual consent of the Club to schedule baseball and non-baseball events when the Club is not scheduled to use same during the spring training baseball season, as defined in

this agreement. The Club shall advise the County of its intended schedule well in advance so that the County may have an opportunity to coordinate the scheduling of events at the facility. Accordingly, the Club shall furnish the County with its spring training exhibition game schedule and extended spring training time frame use requirements (if applicable) no later than October 1 of the year prior to the next February opening of spring training activities by the Club. If the Club has exercised its right of first refusal to provide minor league baseball, the Club shall provide the County with its minor league game schedule, if applicable, no later than February 1 of the year prior to the applicable minor league season. Notwithstanding the foregoing, the parties agree that the County shall have the right to schedule non-minor league baseball, senior league baseball and non-baseball events without the Club's prior consent once the spring training baseball season and events are over. Any additional costs, including but not limited to facility damage, utilities and personnel, caused by County use of the facility, shall be borne by the County. All revenues derived from such County use shall be under the jurisdiction of and shall be the property of the County. There shall be no use of personal property owned or controlled by the Club without the Club's consent.

It is further agreed by the parties that the Club shall not stage any non-baseball related events or activities except with the written consent of the County.

22. OPERATIONS. The parties hereby agree that the Club's "exclusive baseball use of the facilities" implies operational

jurisdiction over the various service subcontractors who might be involved or working at the facility for the Club pursuant to this Agreement, and accordingly, the Club is granted the right to oversee the agreed upon stadium operations for the exhibition games, including ticket sales and distribution of complimentary tickets. The Club will at all times make its best efforts and exercise its best discretion in cooperating with others, including the County, in exercising its right to oversee the designated stadium operations as herein provided.

23. ASSIGNMENT/SUBLEASE. The rights granted to the Club pursuant to this agreement shall not be assigned, except with the written consent of the County. The sale of the assets and/or ownership interest of the Club shall not require County's consent hereunder. The Club shall have the right of first refusal to sublease the facilities to a professional baseball minor league program as previously provided herein, provided such sublessee consents in writing to be bound by the provisions of this agreement. The County shall have the right to approve such sublessee and sublease agreement, provided such approval shall not be unreasonably withheld. During the term of this Agreement and as long as same has not been terminated by default, no additional professional baseball activities or organizations, whether major league spring training or minor league, including the sharing of spring training facilities, shall be conducted without the written mutual consent of the County and the Club. This provision shall not apply to the extent the Club fails to exercise its right of first refusal to provide minor league baseball upon which event the County may

proceed to enter into contracts to allow for same without Club's consent.

It is the intent of the parties to use their best efforts to obtain a recognized minor league program for the Facility. Upon doing so, the parties agree to take all actions reasonably necessary to accommodate such use under the provisions hereof.

24. SECURITY. During baseball activities, the Club will have the right to control and designate on site parking for its players and support staff. The Club shall be responsible for security of the clubhouse and office spaces at the facility during the spring training season.

25. MODIFICATIONS. The parties recognize the Facility will be constructed with proceeds obtained through a bond financing. Accordingly, they agree to cooperate in resolving any issues raised by said bond proceedings and to provide all reasonable documents and/or modifications hereto necessary to accomplish said financing.

26. 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. If for any reason it is later determined that the leasehold interest held by the Club is subject to ad valorem taxation, such tax shall be paid as provided by law.

27. 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 (including the Club's personnel or employees), 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 negligent activities or use of the County facilities by the other party, its agents, guests, officers, servants, or employees, resulting from or any manner arising out of this agreement. The Club shall provide proof of workmen's compensation and property damage insurance to the County at least thirty (30) days prior to the opening of the applicable spring training program. The Club shall further provide on an annual basis liability insurance coverage in face amount of at least \$5,000,000.00 and \$1,000,000.00 property damage, with the County to be named as an additional insured under the Club's liability coverage with a certificate of insurance to be furnished by the Club to the County each year at least thirty (30) days prior to the opening of the applicable spring training program.

The County will assume all responsibility and liability for claims arising under workmen's compensation, for County employees working on the County facilities. The County further agrees to supply the Club with certificates of insurance reflecting the County's workmen compensation, public liability and property damage insurance coverage.

28. DISPUTES. Any controversy which shall arise between the Club and the County hereto regarding construction, design, definitions, operation, maintenance and the rights or duties hereunder of either party, shall be settled by arbitration, as

hereinafter provided, and the arbitrators shall determine the controversy in accordance with the laws of the State of Florida as applied to the facts as found by them. Any controversy arising between the parties as to any monetary sums due and owing, to include but not limited to rentals and other monetary liabilities shall not be arbitrated and each party shall have available all legal remedies thereto.

A. In any case hereunder in which it shall become necessary to resort to arbitration, such arbitration shall be conducted as provided for in this paragraph.

B. The party desiring arbitration shall give written notice thereof to the other party, specifying in such notice the name and address of the person designated to act as arbitrator on its behalf, and the specific question or questions to be arbitrated.

C. Within fifteen (15) days after service of such notice, the other party shall give written notice to the first party, specifying the name and address of the person designated by it to act as arbitrator on its behalf. If the second party fails to notify the first party of the appointment of this arbitrator within the time above specified, then the appointment of the second arbitrator shall be made in the same manner as hereinafter provided for the appointment of a third arbitrator in a case where the two arbitrators appointed hereunder or the parties are unable to agree upon such appointment.

D. The arbitrators chosen shall meet within ten days after the second arbitrator is appointed and shall themselves

appoint an arbitrator who shall be a competent and impartial person. In the event of their being unable to agree upon such appointment within such ten days, the third arbitrator shall be selected by the parties themselves, if they can agree thereon, within a further period of fifteen days. If the parties do not so agree, then either party on behalf of both, may request such appointment by the then President of the Lee County Bar Association, or in his absence, refusal or inability to act, then either party may apply to the Circuit Court in and for Lee County, Florida, for the appointment of such third arbitrator. The third arbitrator to be so designated by the president or judge, shall not be affiliated with either party and shall to the extent reasonably possible be an experienced industry expert in sports facilities arbitration. The other party shall not raise or question or object to the Court's full power and jurisdiction to entertain the application herein provided for, and make the appointment related thereto.

E. The decision of the arbitrators so chosen shall be given within a period of thirty days after the appointment of such third arbitrator. The decision in which any two arbitrators so appointed and acting hereunder concur, shall in all cases be binding and conclusive upon the parties. Each party shall pay the fees and expenses of the original arbitrator appointed by said party and the fees and expenses of the third arbitrator shall be borne equally by the parties.

F. In the event that any arbitrator appointed pursuant hereto shall thereafter die, or become unwilling or unable to act as arbitrator, his successor shall be appointed

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within fifteen days by the party who originally had the right to appoint him, but in the case of the death or unwillingness or inability to act of the third arbitrator, his successor shall be appointed as provided in subparagraph D of this paragraph.

29. SUSPENSION OF PLAY. It is agreed and understood between the parties, that in the event of a national emergency or the United States being in a state of war, or by operation of law, or because of a labor strike, or the rules or regulations of major league baseball, that prevents the Club from using the facilities hereinbefore enumerated for spring training in any of the years covered under the terms of this agreement, then this agreement shall be regarded as suspended for that year, without liability of either party to the other. In the event such suspension takes place, the term of this lease will be extended for an additional year for each year of such suspension.

30. PROMOTION. The parties hereto expressly recognize and agree that the County is undertaking a substantial financial responsibility to induce the Club to conduct spring training in Lee County. It is therefore understood and agreed that the Club will cooperate fully with the County in its effort to promote the development and success of baseball in the Lee County area. The Club therefore agrees that it will promote and agrees to the promotion of activities involving the Club team in the Minneapolis area, Charlotte, Lee, Collier, Sarasota, Hendry, Glades and DeSoto County, areas and that the Club will make a good faith effort to see that personnel and

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players will be made reasonably available to participate in cooperative activities involving the promotion and development of professional baseball in Lee County.

31. 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 Club:

Jerry Bell, President
Minnesota Twins General Partnership
501 Chicago Avenue South
Minneapolis, Minnesota 55415

For notices to the County:

Director of Community Services
Post Office Box 398
Fort Myers, Florida 33902-0398

In addition to the formal notices required by this Agreement, the Club shall co-ordinate its activities hereunder with the County through the County's Director of Community Services, or such other person as the County Administrator may designate from time to time. Pursuant to the notice provision above, it is hereby agreed that the said Director or said other designee is empowered to represent the County with respect to

matters covered by this Agreement and thereby bind the County to such representations. In like fashion, the Club shall designate one person who shall be empowered to represent and bind the Club in such matters. In the absence of the Club making a specific written designation to the contrary, this person shall be the person named above by the Club to receive notices.

32. PERMITS. The Club, at its sole expense, shall comply with all laws, orders and regulations of federal, state and county authorities, and with any direction of any public officer pursuant to law, which shall impose any duty upon the Club with respect to the leased facilities. The County shall provide permits or licenses or take necessary corrective action to ensure the acquisition of any permit directly related to the County's construction of the facility and compliance with design/build codes. The Club, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this agreement and the County, where necessary, will join with the Club in applying for all such permits or licenses. To the extent permitted by law, the County will assist and cooperate with the Club in securing permits.

33. INTERIOR IMPROVEMENTS. After the completion of the facility, the Club shall have the right from time to time to make all such alterations and improvements to, and decorations of the interior of the property covered hereunder, as shall be reasonably necessary or appropriate, in the Club's judgment, for the Club's conduct thereon of its business, provided that

prior to the commencement of any such major alteration, improvement or decoration, the County shall in all cases, have approved in writing the plans and specifications therefor. If within thirty days after such plans and specifications have been submitted and delivered by the Club to the County for such approval, the County shall not have given the Club notice of disapproval thereof, stating the reason for such disapproval, then the plans and specifications shall be considered approved by the County.

34. DEFAULT. If either party shall be in default hereunder, the other party may cure such default on behalf of the defaulting party, in which event the defaulting party shall reimburse the other party for all sums paid by it to effect such cure, together with interest at the rate of ten percent (10%) per annum and reasonable attorney's fees. In order to collect such reimbursement, the non-defaulting party shall have all the remedies available under this lease for a default in the payment of monies due hereunder.

If the property covered herein shall be deserted or vacated, or proceedings are commenced against the Club in any Court under a Bankruptcy Act or for the appointment of a trustee, or receiver of the Club's property, 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 for more than sixty (60) days after written notice of such default to the Club, or if there shall be default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereafter established, on the

part of the Club for more than twenty days after written notice of such default by the County, then this agreement (if the County so elects) shall thereupon become null and void and the County shall have the right to reenter or repossess the property during the period of the Club's right to exclusive use thereof, either by force, summary proceedings, surrender or otherwise, and dispossess and remove therefrom the Club, or other occupants thereof, without being liable for any prosecution therefor. Upon such default, the County shall have the right to relet the premises. The County shall take all reasonable actions to mitigate any loss or damage caused by said default. Should the County incur expenses in enforcing its rights hereunder, specifically including attorney's fees and court costs (at the lower court and appellate levels), said expenses shall be borne by the Club.

In the event that during the term hereof, the Club shall fail to utilize the new stadium as its home field for its spring training season games in breach of its obligations under the lease, and such failure is not cured as provided herein and as a result thereof County terminates this Lease, then in addition to its other liabilities hereunder on account of such default, the Club shall be liable to reimburse the County for all regularly scheduled payments of principal and interest due on the Bonds during the period commencing with the date of such default and ending on the date on which a lease to utilize the Facility is entered into by the County with any Major League baseball team.

35. INSURANCE. The County shall insure the facility against damage or destruction by fire or other casualty under the standard fire insurance policy with approved standard extended coverage applicable to the property. The County shall insure that the Facility is covered for 100% replacement value. If all or any part of the property covered hereunder is damaged or destroyed by fire or other casualty insured under the standard fire insurance policy, with approved standard extended coverage endorsement applicable to the property, the County shall, except as otherwise herein provided, repair and rebuild the property with reasonable diligence, and if there is a substantial interference with the operation of the Club's programs at the property covered hereunder, requiring the Club to temporarily use other facilities, there will be an abatement of all monies due hereunder from the Club to the County. Notwithstanding the foregoing provisions, in the event the property damaged by fire or other insured casualty is due to the fault or neglect of the Club, or the Club's officers, agents, servants, employees, contractors or licensees, then without prejudice to any other rights and remedies of the County, the damage shall be repaired by the Club and there shall be no abatement of monies due hereunder. Except to the extent provided for in this paragraph, neither the monies payable by the Club nor any of the Club's other obligations under any provisions of this agreement shall be affected by any damage to or destruction of the property by any cause whatsoever.

36. GENERAL PROVISIONS.

A. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

B. 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.

C. The covenants, terms, conditions, provisions and undertakings in this agreement, 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.

D. 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.

E. 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 the Club of any provision or provisions of this agreement.

F. 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 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 25th day of MAY, 1989.

ATTEST:
CHARLIE GREEN,
CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: Charlie Green
Deputy Clerk

By: [Signature]
Chairman

APPROVED AS TO FORM:

By: James H. Gauger
County Attorney

Witnesses:

THE MINNESOTA TWINS,
A Minnesota General Partnership
By M T I PARTNERSHIP, A General
Partnership, Managing Partner
By CRP SPORTS, INC..
A Minnesota Corporation
Its Managing General Partner

By: [Signature]
[Signature]
(26481)

By: T. Geron Bell
T. Geron Bell
Agent of the Managing Partner

[Signature]

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EXHIBIT A
SITE LOCATION OF LEE COUNTY BASEBALL FACILITY

DESCRIPTION
PARCEL IN

NE-¼, SECTION 30, T. 45 S., R. 25 E.
LEE COUNTY, FLORIDA

A tract or parcel lying in the northeast quarter (NE-¼) 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 (NE¼) of said Section 30 run N 01° 10' 06" W along the west line of said northeast quarter (NE-¼) for 621.20 feet to the Point of Beginning.

From said Point of Beginning continue N 01° 10' 06" W along said west line for 1921.55 feet; thence run N 88° 55' 40" E 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 Official Record 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 S 23° 42' 17" W) (chord 2116.37 feet) (delta 21° 45' 59") for 2129.15 feet; thence run S 88° 55' 40" W for 1294.31 feet to the Point of Beginning.

Containing 80.00 acres more or less.

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.

EXHIBIT A
PRELIMINARY DETAIL OF LEE COUNTY BASEBALL FACILITY

SCOPE OF PROJECT:

- A. The project includes, but is not limited to, the furnishing of all labor, materials, equipment, services, and incidentals necessary to construct a 7,500 seat baseball stadium with accompanying support facilities, including the furnishing of:

(1) 7,500 Seat Stadium:

- (a) AAA League standard lighting
- (b) 3,000 box seats
- (c) 4,500 reserved seats with backs
- (d) First aid station
- (e) Four concession service areas, properly equipped
- (f) Restrooms - Two men's - 15 urinals,
2 toilets, 4
lavatories, each
- Two women's - 15 stalls, 4
lavatories, each
- (g) Recessed infield tarp storage areas
- (h) Ticket office and booths
- (i) Storage
- (j) Field dimensions - 340, left and right
385, alleys
410, center
- (k) Public address sound system with
announcers' station
- (l) Proper drainage collection system
- (m) Two bullpens with two mounds each
- (n) Batters eye (large) 40' high x 60' wide
- (o) Dugouts (60' long) with toilet
facilities/with drinking fountains
- (p) Ample press box space (radio, TV)

(Exhibit A Page 2 of 7)

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- (q) Preparation for TV cameras (behind home plate). Photo/TV camera area adjacent to third base dugout. Including tray for temporary cable linkage (TV).
 - (r) Adequate paved parking for 2,000 cars
 - (s) Wheelchair area
 - (t) Roof providing some relief from sun or rain
 - (u) Electric scoreboard/message-gram with operators' station
 - (v) Sprinkler system - 100% field coverage, automatic system, water supply from on-site retention ponds with deep well back-up system
 - (w) Bermuda grass
 - (x) Turnstiles - portable, reversible, registering turnstile with space for ticket taker
 - (y) Public telephones
 - (z) Graphics - informational, regulatory, coordinated with overall site graphics
 - (aa) Any other facilities which are normally included or incidental to a baseball stadium facility
- (2) 4-Field Training Complex
- (a) 4 Fields in Cloverleaf Formation:
 - 1) Dimensions: Foul lines - 340'
Alleys - 385'
Center field - 410'
 - 2) Home plate to backstop: 45' - 60'
 - 3) Bullpen - 2 mounds on each side of each field
 - 4) Backdrops - 25' x 60' (black material)
 - 5) Backstops - 40' wide x 25' high
 - 6) Dugouts with fountains and roof (40' long)
 - 7) Pitching area with 8 mounds (backdrops)

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- 8) Bermuda grass on all fields
 - 9) 40' minimum from foul lines to dugouts or fence field dividers
 - 10) Warning track on all fields (10' wide)
 - 11) Hedge or trees behind outfield fences for wind control
 - 12) Outfield fences 8' high and padded on the top
 - 13) Bleachers on all fields
 - 14) Lights on 2 fields
 - 15) Foul poles and distance markers on all fields
 - 16) Sprinkling systems with controls for all fields
 - 17) Proper drainage
 - 18) Electric scoreboards on all fields
- (b) Walk Area and/or Service Road to Clubhouse
- (c) Batting Tunnels (8) with Roof, Electricity and Mounds:
- 1) 2 separate batting stations with roofs
 - 2) 4 tunnels per station
 - 3) Adequate lighting - supplemental artificial
 - 4) Adequate netting
 - 5) Adequate height
 - 6) Backdrops behind pitching machines or mounds
- (d) Perimeter Security Fence - 8' High
- (e) Observation Tower:
- 1) First Floor:
 - a) Restrooms

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(Exhibit A Page 4 of 7)

- b) Storage area
- c) Training room
- d) Drinking fountains
- 2) Second Floor:
 - a) Glassed-in area with telephone lines visible to all four fields
- 3) Roof:
 - a) Area to walk and observe all fields
- (f) Minor League Clubhouse/Administrative Offices:
 - 1) Two stories
 - 2) Minor league locker room - 130 lockers divided in two parts
 - 3) Minor league staff room - 15 lockers and 2 desks
 - 4) Minor league shower facilities and restrooms
 - 5) Minor league trainers' facilities including whirlpool
 - 6) Minor league storage
 - 7) Media office downstairs, suitable for 2 desks
 - 8) Traveling secretary's office downstairs
 - 9) Upstairs Offices plus Common Area:
 - a) General manager
 - b) Director of major league personnel
 - c) President
 - d) General manager's secretary
 - e) Receptionist (common area)
 - f) Minor league secretary (common area)

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(g) Maintenance Building:

- 1) 8' security fence
- 2) 100' x 50'
- 3) Restroom/shower
- 4) Roll-up doors (bays)
- 5) Office
- 6) Workshop area
- 7) Covered concrete storage areas for clay, sand, etc.

(h) Adequate related site infrastructure, permits, etc., required to open and operate Phase I facility

(3) Site Infrastructure:

- (a) Access road construction from closest existing arterial road to the site
- (b) Stormwater drainage retention system
- (c) Native site landscaping to meet Lee County Code requirements, preferably Xeriscape design. Visible public areas to be Bahia sodded. Other grass areas seeded.
- (d) Irrigation other than that for athletic fields as appropriate
- (e) Informational and regulatory signage, other graphics
- (f) Parking and on-site roadway and parking lighting
- (g) Clearing and earthwork
- (h) Paved pedestrian walkways and access areas
- (i) Handicapped accessibility to all public elements (barrier free)
- (j) Underground utilities
- (k) Integrated telephone system
- (l) Perimeter security fencing

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(Exhibit A Page 6 of 7)

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- (m) Central fountain/plaza area
- (n) Satellite TV service
- (o) On-site well to replenish retention ponds during drought and assure source for irrigation
- (p) Provision of utilities to the site; electrical, water and sewer

EXHIBIT B
MINOR LEAGUE USE OF LEE COUNTY BASEBALL FACILITY
BASIC TERMS AND CONDITIONS

1. Purpose - The lease of said stadium and facilities to Lessee shall be for the sole purpose of playing Class "A" baseball or higher classes by a minor league affiliate in regular league play, said regular league play, including any official post season games in which the lessee shall, by reason of their standing in the league, be entitled to play. Lessee may use the premises for other pre-game events only subject to the prior approval of Lessor or its duly authorized agent.
2. Lessee shall have occupancy for a term to be negotiated. Occupancy will be from approximately April 15 to September 15 of each year. Term to be extended for sanctioned post-season games. Scheduling of baseball and any non-baseball events will be coordinated between the parties with an attempt made to provide at least one (1) month prior notice.
3. Use - The Lessee's occupancy and use of the demised premises as granted will not include those days when Lessee's baseball team has a scheduled out of town game. On such days, the Lessee agrees that the Lessor, upon reasonable notice and consultation with Lessee, may allow the premises to be used for County recreational related activities. County shall retain all event revenues except Lessee shall be entitled to operate the food and beverage concession with receipts therefrom being divided as provided herein.
4. Gate Receipts - Lessee agrees to pay the Lessor a sum equal to ten percent (10%) of the net (after all taxes) gate receipts received by Lessee for each and every game played upon the leased premises.
5. Guarantee - The Lessee guarantees as an annual minimum amount to be paid to the Lessor for the period of the regular season play for gate receipts and concessions the sum of \$5,000.00.
6. Lessee shall have the right to maintain all concessions on or at the premises, to include but not be limited to programs, baseball novelties, scorecards, food, sundry items and beverages.
7. Lessee agrees to pay to Lessor a sum equal to twenty percent (20%) of the gross revenues received from program sales and a sum equal to twelve percent (12%) of the gross revenues received from all other sources after deducting any taxes thereon owed by Lessee under any concessionaire's contract.
8. The Lessee may sell, serve, and/or permit to be sold or served beer as a concession hereunder at professional baseball games. Lessee agrees to pay to Lessor a sum equal to twenty percent (20%) of the gross revenues received, as aforesaid, for selling and/or serving of beer.

9. Parties agree that no charge shall be made for parking at the premises for baseball games during the regular season of the minor league affiliate.
10. The Lessee shall have any and all broadcasting and television rights for games played by the Lessee.
11. Lessee shall have the exclusive right to determine and set ticket prices provided, however, no arrangement or type of arrangement affecting the price of tickets shall be permitted which will reduce the percentage of gross revenue payable to the Lessor.
12. Lessor agrees to maintain and keep in good condition the playing field and facilities subject to this agreement. Such maintenance shall include the cleaning of the field, stadium and premises after each game with the exception that the Lessee shall maintain and keep in good condition the concession stand, clubhouse and offices occupied by said Lessee.
13. The Lessor shall furnish at its expense all utilities, except the field lights, used on the leased premises during the term hereof; provided, however, that any major or substantial increase in utility usage for the remaining portion of the premises shall be subject to good-faith negotiation between the Lessor and Lessee. Lessee shall pay the electrical bill for the field lights. Lessee shall pay for all telephone charges. The Lessor agrees to provide upon request of the Lessee one (1) individual for field maintenance during the regular season.
14. Lessee shall furnish reasonable and adequate police protection during all games.
15. Lessee shall furnish, at its own expense, sufficient ushers, ticket takers, ticket sellers and other personnel necessary for the operation of the stadium for the purpose of accommodating the public.
16. Lessee shall make only such alterations and improvements to said property as may be authorized and approved by the Lessor which approval the Lessor will not unreasonably withhold. Lessee will cause no liens of any kind to be placed upon the demised premises.
17. The team will play a full approved league schedule in the leased premises subject to home games cancelled in good faith by reason of unplayable weather conditions or Acts of God.
18. Provision will be made requiring Lessee to provide monthly revenue and expenditure statements and a close-out financial statement with audit review, if desired.

EXHIBIT C
TERMS AND CONDITIONS FOR
TWINS USE OF TERRY PARK FACILITY FOR 1990, 1991

1. County will replace the existing artificial infield with 419 Bermuda Grass.
2. County will make all normal field and appurtenant facility repairs and maintenance prior to start of the season, to include clean-up.
3. Once the season starts, on or about February 1, 1990 the Club will pay and be responsible for all costs of operating, maintaining the fields and appurtenant facilities, and for providing the spring training games and practices if the Club elects to use Terry Park. The intent is that the Club will pay for all actual costs of using the Terry Park facility.
4. The Club will receive as their property all revenues from the facility, less any taxes and other charges as authorized by law.
5. Except as superceded by the provisions hereof, the parties agree to be bound to the existing provisions of Paragraphs 21 through 36 of the agreement to which this is attached.
6. In the event that the new baseball facility is not available for use as a spring training site in its entirety by February 1, 1991, the County will make its best efforts to require the contractor/builder of the new facility to reimburse the County and the Club for the entire cost of the use of the Terry Park Facility due to fault of contractor/builder in the delay of the use of the new facility.

EXHIBIT D
SUPPLEMENTAL LEASE
PAYMENT TERMS AND CONDITIONS

1. The County will make an equity contribution to the project of \$1,264,926 consisting of \$510,331 from Bi-Modal Arbitrage Earnings and \$754,595 from Allocable Tourist Development Tax Revenues on hand.
2. The County will provide for full payment of the interest on the bonds through and including fiscal year 1990. Such payment shall be made from proceeds of the bonds.
3. The County shall hold in a Trust Fund the allocable portion of the Tourist Development Tax Revenues to be received in fiscal year 1990 and apply such amount plus any interest earned thereon to make up the difference between the Annual Debt Service Payment and the Allocable Tourist Development Tax Revenues (actual receipts) plus the Minimum Lease Payment plus the percentage rentals in any fiscal year thereafter. Once the Allocable Tourist Development Tax Revenues plus the Minimum Lease Payment provide at last 1.00 times coverage of Maximum Annual Debt Service the balance, if any, of the Trust Fund may be disbursed to the County and used for any lawful purpose.
4. The Twins shall make the Minimum Lease Payment to the County in 1991 in the amount of \$200,000 and such Minimum Lease Payment shall increase five-percent (5%) per annum, as specified in Paragraph 9(A) hereof.
5. The County will continue to impose the Tourist Development Tax at its present percentage rate until the Club is released from its supplemental rental obligations.
5. The Club shall be released from its supplemental rental obligation if the County has sufficient revenues from the allocated Tourist Development Tax percentage that it is able to divert Tourist Tax receipts in excess of all bond obligations, to include operation and maintenance of the Facility, to uses other than debt service on the bonds.

7. Definitions

(A.) Trust Fund shall mean a special account established by the County to be funded with allocable Tourist Development Tax revenues accumulated in fiscal year 1990.

- (B.) Allocable Tourist Development Tax Revenues shall mean the percentage of enacted Tourist Development Tax which is permitted by Sec. 125.0104(5)(A)(1), Florida Statutes and Lee County Ordinance 82-33, as amended, to be used to acquire, construct, operate and maintain sports stadiums or arenas and which the County has allocated or set aside by Ordinance for such use. The present allocation as set by Lee County Ordinance 88-2 is 13.4% of the Tourist Development Tax receipts.
- (C.) Maximum Annual Debt Service shall mean the largest aggregate amount of the Annual Debt Service becoming due in any fiscal year in which Bonds are outstanding, excluding all fiscal years which shall have ended prior to the fiscal year in which the Maximum Annual Debt Service shall at any time be computed.

EXHIBIT E
BASEBALL FACILITY EQUIPMENT LIST

<u>I. Home Clubhouse</u>		<u>County</u> <u>Responsibility</u>	<u>Club</u> <u>Responsibility</u>	<u>Shared</u> <u>Responsibility</u>
A. <u>Trainer's Room</u>	(1) Training Table - 5	X		
	(2) Sink (Hot & Cold Water)	X		
	(3) Whirlpool Areas (Tiled with room for 3)	X		
	(4) Cabinets lining entire room	X		
	(5) Significant amount of electric outlets	X		
	(6) Telephone line	X		
	(7) Clock	X		
B. <u>Doctor's Office</u> (Small office - part of Trainer's Room)	(1) Telephone line	X		
	(2) Cabinets	X		
	(3) Desk	X		
	(4) Training Table - 1	X		

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		<u>County Responsibility</u>	<u>Club Responsibility</u>	<u>Shared Responsibility</u>
D.	<u>Manager's Office</u>	(1) Desk & Chair	X	
		(2) Office Chairs - 10	X	
		(3) Shower - 1	X	
		(4) Toilet - 1	X	
		(5) Sink - 1	X	
		(6) Closet - 1	X	
		(7) Telephone Line	X	
		(8) Refrigerator - 1	X	
E.	<u>Coaches Office</u>	(1) Lockers - 10	X	
II.	<u>Visitor's</u>	<u>Major League Clubhouse</u>		
A.	<u>Coaches Office</u>	(1) Desk & Chair	X	
		(2) Lockers - 6	X	
		(3) Office Chairs	X	
B.	<u>Training Room</u>	(1) Training Table - 3	X	
		(2) Sink (Hot & Cold Water)	X	

		<u>County Responsibility</u>	<u>Club Responsibility</u>	<u>Shared Responsibility</u>
C.	<u>Clubhouse</u>			
	(1) Water Fountain	X		
	(2) Lockers & Stools - 35	X		
	(3) Showers - 15	X		
	(4) Urinals - 3	X		
	(5) Toilets - 2	X		
	(6) Sinks - 4	X		
	(7) Tables (Picnic) - 2	X		
	(8) Clock	X		
III.	<u>Umpires Dressing Room</u>			
	(1) Lockers - 4	X		
	(2) Showers - 2	X		

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		<u>County Responsibility</u>	<u>Club Responsibility</u>	<u>Shared Responsibility</u>
IV.	<u>Major League Field and Training Aids</u>			
	(1) Turtle Batting Cage			50/50
	(2) Pitching Protector			50/50
	(3) First Base Screen			50/50
	(4) Double Play Screen			50/50
	(5) Outfield Screen (collect balls)			50/50
	(6) Electronic Scoreboard	X		
	(7) Pitching Rubbers - 5	X		
	(8) Home Plates - 5	X		
	(9) Full Infield Tarp			50/50
V.	<u>Minor League Complex</u>			
A.	<u>Locker Room</u>			
	(1) Lockers Divided in 2 Parts - 130	X		
	(2) Showers - 20	X		
	(3) Urinals - 8	X		
	(4) Toilets - 4	X		
	(5) Water Fountain	X		
	(6) Sinks - 10	X		
	(7) Telephone Line	X		
	(8) Indoor/Outdoor Carpeting	X		
	(9) Clock	X		

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		<u>County Responsibility</u>	<u>Club Responsibility</u>	<u>Shared Responsibility</u>
B. <u>Trainer's Room</u>	(1) Training Tables - 8	X		
	(2) Sinks (Hot & Cold Water)	X		
	(3) Cabinets (All Walls)	X		
	(4) Clock	X		
C. <u>Coaches Room</u>	(1) Lockers - 15	X		
	(2) Desk	X		
	(3) Clock	X		
D. <u>Storage/Laundry</u>	(1) Equipment Room (with Shelving)	X		
	(2) Commercial Washer - 2	X		
	(3) Commercial Dryer - 2	X		

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	<u>County Responsibility</u>	<u>Club Responsibility</u>	<u>Shared Responsibility</u>
E. <u>Minor League Field and Training Aids</u>			
(1) Turtle Batting Cages - 4			X
(2) Pitching Protectors - 4			X
(3) First Base Screens - 4			X
(4) Double Play Screens - 4			X
(5) Outfield Screen (Collect Balls) - 4			X
(6) Scoreboards - 4	X		
(7) Pitching Rubbers - 12	X		
(8) Home Plates - 12	X		
(9) Water Fountains - 8	X		
(10) Small Tarps for Mounds & Home Plate Areas	X		
F. <u>Observation Tower</u>			
(1) Restrooms	X		
G. <u>Batting Tunnels</u>			
(1) Two Separate Indoor Facilities (4 each)	X		
(2) Nets for Tunnels -.8	X		
(3) Batting Machines - 8	X		
(4) Home Plates - 8	X		

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			<u>County Responsibility</u>	<u>Club Responsibility</u>	<u>Shared Responsibility</u>
VI.	<u>Media Office</u>	(1)	Desk - 2	X	
		(2)	Office Chairs	X	
		(3)	Telephone Lines	X	
		(4)	Carpeting	X	
		(5)	Clock	X	
VII.	<u>Traveling Secretary Office</u>				
		(1)	Desk - 2	X	
		(2)	Office Chairs	X	
		(3)	Telephone Lines	X	
		(4)	Carpeting	X	
		(5)	Clock	X	
VIII.	<u>Administration Offices (Upstairs of Minor League Complex</u>				
		(1)	Receptionist (Common Area)	X	
		(2)	Private Offices - 7	X	
		(3)	Minor League Secretary (Common Area)	X	
		(4)	Desks - 9	X	
		(5)	Office Chairs	X	
		(6)	Carpeting	X	
		(7)	Adequate Telephone Lines	X	

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	<u>County Responsibility</u>	<u>Club Responsibility</u>	<u>Shared Responsibility</u>
IX. <u>Press Room</u>			
(1) Commercial Kitchen Facilities	X		
(2) Tables and Seating to Accommodate 75 Individuals	X		
X. <u>Ticket Office</u>			
(1) Adequate Number of Windows	X		
(2) Floor Safe	X		
(3) Adequate Number of Telephone Lines	X		
(4) Office Furnishings	X		
XI. <u>Pressbox</u>			
(1) Adequate Number of Telephone Lines	X		
(2) Accommodations for Radio	X		
(3) Accommodations for Television	X		
(4) Public Address System	X		
(5) Furnishings	X		

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